



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JULY 23, 2018

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. 2269 : Public Hearing Zoning Text Amendment - Flood Damage Prevention -

The City of Kingsland Planning Commission has recommended the AMENDMENT of Flood Damage Prevention Sec. 9-50 Definitions. Notice is hereby given that a public hearing on the proposed amendment is scheduled for Monday, July 23, 2018 at 6:00 PM in the Council Chamber at City Hall, 107 South Lee Street. Anyone desiring to address Mayor and Council regarding this proposed change may do so at the public hearing.

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

1. Reverend Al Crumpton, Rector, King of Peace Episcopal Church -

IV. 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

V. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 1. City Council - Regular Meeting - Jul 9, 2018 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Adoption of Ordinance #2018-05 - an Ordinance to Amend Ordinance #2018-02, Amend Section 9-50 Definitions -

Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure." *Planning Commission recommends approval.*

IX. NEW BUSINESS

1. Approval Of: Intergovernmental Agreement for Fire & Rescue Management Support Services -

An agreement to provide Camden County with fire & rescue management support services. The current agreement is for interim support, Camden County desires to make this a permanent agreement. *Staff recommends approval.*

2. Approval Of: Revocable License Agreement -

Revocable License Agreement between the State Properties Commission and the City of Kingsland for the purpose of construction, installation, and maintenance of a public right of way for the Coastal Pines Technical College access road and utilities. *Staff recommends approval.*

3. Approval Of: GEFA DW2016017 SRF Loan Modification and Resolution -

Approval of loan modification documents to modify the project completion date from April 20, 2018 to July 13, 2018. *Staff recommends approval.*

4. Approval Of: GEFA DW2017016 SRF Loan Modification and Resolution -

Approval of loan modification documents to modify the project completion date from August 1, 2018 to February 1, 2019. *Staff recommends approval.*

5. Approval Of: Memorandum of Understanding Establishing a Cooperative Partnership Between the Camden County Board of Commissioners and the City of Kingsland, Georgia for Providing Onsite Clinical Medical Services by Camden County to Employees of the City of Kingsland -

Staff recommends approval.

6. Approval Of: Intergovernmental Agreement for Equipment Sharing -

An agreement between Kingsland and Camden County to provide for the sharing of equipment, tools, and operators from time to time, as needed and as available.
Staff recommends approval.

7. Adoption Of: Ordinance #2018- 06: to Amend Water/Sewer Ordinance for Lodging Class -

To reinstate Hotel/Motel, RV Parks, and Bed & Breakfast Water, Sewer, Tap Fees, and Capital Recovery rates under a uniform Lodging Class and to allow for a certain number of gallons to be included in the minimum base rate.

8. Telecommunications Audit Results -

9. Approval of: Appointment to DDA Board - Ms. Jolene Andersen -

10. Discussion: RFP for Roadside R-O-W Turf Maintenance Services - Councilman James W Galloway

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City of Kingsland

ORDINANCE #2018-05

AN ORDINANCE TO AMEND ORDINANCE #2018-02, AMEND SECTION 9-50 DEFINITIONS

WHEREAS, The Planning and Zoning Commission has recommended a text amendment under Flood Damage Prevention, and;

WHEREAS, The Text Amendment will be under Sec. 9-50 Definitions. Add under Substantial improvement (2) *Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."*

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KINGSLAND that the text amendment will be added.

Adopted _____ July, 2018.

Kenneth E. Smith, Sr., Mayor

ATTEST:

Linda M. O'Shaughnessy, City Clerk

Attachment: Ordinance 2018-05 (2270 : Adoption of Ordinance #2018-05)

STATE OF GEORGIA
COUNTY OF CAMDEN

**INTERGOVERNMENTAL SERVICES AGREEMENT FOR
FIRE AND RESCUE MANAGEMENT SUPPORT SERVICES**

This Intergovernmental Services Agreement for Fire and Rescue Management Support Services is entered into this ____ day of _____, 2018, by and between the CAMDEN COUNTY BOARD OF COMMISSIONERS, hereinafter called "County" and the CITY OF KINGSLAND, hereinafter called "Kingsland."

WITNESSETH

WHEREAS, Kingsland operates Fire & Rescue Department for the purpose of providing residents and transient public with emergency services including, but not limited to, fire suppression, fire education, fire prevention, first responder accident response, and hazardous materials response; and

WHEREAS, the County is currently operating its own Fire and Rescue Department that also provides emergency services including, but not limited to, emergency medical services, fire suppression, fire education, fire prevention, first responder accident response, and hazardous materials response; and

WHEREAS, the County and Kingsland would both mutually benefit from the shared services of the Kingsland Fire Chief, whose responsibilities would include, but are not limited to, performing managerial and technical work in the administration of Camden County's fire and emergency services; and

WHEREAS, the County desires to contract with Kingsland to provide Fire and Rescue Management Services; and

WHEREAS, the Kingsland Fire Chief possesses the necessary skills, training, and experience to perform the duties of Fire Chief and to provide Camden County with the aforementioned Management Services; and

WHEREAS, Kingsland, as a government, is authorized by §O.C.G.A. 36-34-2 (5) to enter into intergovernmental services agreements; and

WHEREAS, the Camden County Board of Commissioners is authorized to make and execute contracts with municipalities in the same county where the city of Kingsland is located;

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the parties hereto agree:

- A. Kingsland will provide to the County, and the County will receive from Kingsland, Fire and Rescue Administrative and Management Support Services to include, but not necessarily be limited to, the following, as directed by the County Administrator:

General

1. Consistently promote a professional image of Department at all times;
1. Attend and interact positively and effectively in Department meetings, and when assigned, meetings with other agencies and the public;
2. Consistently demonstrate positive, effective communication skills with the Department, employees, and volunteers, other public and private individuals and agencies, and the community;
3. Monitor, evaluate, and make recommendations regarding department processes, SOGs, and operations;
4. Work in a safe manner, maintain a professional appearance, and positively represent the department at all times;
5. Demonstrate a comprehensive knowledge of departmental rules, and consistently and appropriately enforce departmental rules and policies;
6. Assist the County Administrator in developing proposed changes to department policies and procedures, for consideration by the Camden County Board of Commissioners; and,
7. Perform other duties and/or tasks as may be assigned by the County Administrator from time to time.

Essential Duties

1. Plans, directs and coordinates the provision of county-wide fire prevention, fire suppression, rescue, and emergency medical response services and programs.
2. Coordinates daily manpower needs, assignments, and procedures for maintaining service delivery capabilities.
3. Develops, maintains, implements, and updates standard operating procedures for all functions served by the department, including developing fire, rescue, and emergency medical response protocols.
4. Supervises and directs the work of immediate subordinates.
5. Prepares the department budget, monitors expenditures under the current budget, and supervises an inventory and maintenance system for equipment and supplies.
6. Assists with maintaining and updating the computer-generated billing program for department services.
7. Arranges and coordinates all training activities; maintains personnel training records and ensures that all personnel are trained in accordance with relevant state and federal guidelines and certification requirements.
8. Consults with County Attorney to ensure standard operating procedures comply with applicable laws and regulations.
9. Prepares correspondence, proposals, rules, regulations, policies and reports; oversees the maintenance of all required records, equipment, and reports.

10. Ensures that all plans, operating procedures, and protocols are developed and implemented in compliance with the requirements of federal and state regulatory agencies.
 11. Promotes public safety in the community by meeting with civic, school and media groups to discuss emergency prevention and safety procedures.
 12. Conducts CPR, first-aid, and safety classes.
 13. Investigates fires occurring in the county; determines or oversees the determination of the cause and origin of fires.
 14. Enforces all fire and building codes.
 15. Develops a fire hydrant maintenance program.
 16. Serves as county public safety coordinator, including conducting safety meetings with county employees and periodically inspecting county facilities and equipment.
 17. Responds to emergency situations as needed.
 18. Prepares and negotiates mutual aid agreements with surrounding counties and public agencies
 19. Performs other related duties as assigned.
- B. The County agrees to pay to Kingsland, as compensation for providing the services described in this agreement above, and Kingsland agrees to accept the payment as total compensation for providing to the County the services described in this agreement above. Billing for services described in agreement above shall be on an hour by hour basis in accordance with the staff hourly rates as shown on Exhibit A, which is subject to revision from time to time as mutually agreed upon by both parties, and which is attached and incorporated by reference in this agreement. Kingsland will provide the County with a monthly statement for services rendered, to include any accrued mileage. The County will submit payment to Kingsland in a timely manner. It is understood that compensation and IRS Travel Reimbursement Rates as called for in this paragraph may change on annual basis, to be agreed upon by both parties.
- C. This agreement may be terminated by either party upon the following terms and conditions:
- a. Notice must be provided in writing, and
 - b. Notice must include a termination date of no less than ninety - (90) days from the date of notification.
- D. The initial term of this Agreement shall begin on the date of execution and shall expire on December 31, 2018 and is automatically renewable annually until either party provides written notice of termination no less than ninety- (90) days from the date of notification.

APPROVED by the Mayor and Council of the City of Kingsland on the ____ day of _____,

CITY OF KINGSLAND

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED by the Camden County Board of Commissioners on the ____ day of _____,
2016.

CAMDEN COUNTY BOARD OF COMMISSIONERS

ATTEST: _____
County Clerk

BY: _____
Chairman

EXHIBIT A**Hourly Rate (includes additional compensation provided by Camden County)****Name/Position**

Terry R. Smith, Fire Chief

Salary/Benefits Hourly Rate

\$52.50

Travel (Effective 10/01/2014)

IRS Travel Reimbursement Rate

53.5 cent per mile or current IRS
rate

No. _____ of 2 Executed Original Counterparts

COUNTERPART OF _____

SPC No. 605.301

**STATE OF GEORGIA,
COUNTY OF FULTON:**

REVOCABLE LICENSE AGREEMENT

This **REVOCABLE LICENSE AGREEMENT**, hereinafter referred to as "Agreement", is made this ____ day of _____, 2018, date of this Agreement, by and between the **STATE PROPERTIES COMMISSION**, a public body within the Executive Branch of the State government of Georgia, whose address for purposes of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, **ATTENTION: Executive Director**, Party of the First Part, hereinafter referred to as "Licensor", and **CITY OF KINGSLAND, GEORGIA**, whose address for purposes of this Agreement is 107 South Lee Street (P.O. Box 250), Kingsland, GA 31548, Party of the Second Part, hereinafter referred to as "Licensee".

W I T N E S S E T H A T:

1.

USAGE, ABBREVIATIONS AND DEFINITIONS

1.1 As used in this Agreement, the following words, terms, and abbreviations set forth in this section numbered 1 refer to, or mean, or include in their meaning, the following:

1.1.1 The word "Licensor" means the State Properties Commission and includes in its meaning the words "its members, officers and employees".

1.1.2 The word "Licensee" includes in its meaning the words "its officers, employees, representatives and agents".

1.1.3 The words "revocable license" shall mean "the granting, subject to certain terms and conditions contained in a written Revocable License Agreement, to a named person or persons (Licensee), and to that person or persons only, of a revocable personal privilege to use a certain described parcel or tract of property to be known as the Licensed Premises for a named purpose. Regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by the Licensee, a revocable license shall not confer upon the Licensee any right, title, interest, or estate in the Licensed Premises, nor shall a revocable license confer upon the Licensee a license coupled with an interest or an easement. A revocable license may be revoked, canceled, or terminated, with or without cause, at any time by the licensor (commission)". OCGA § 50-16-31(10).

1.1.4 The term "Revocable License Agreement" means both this Agreement and "a written instrument which embodies a revocable license and which sets forth the name of the parties thereto and the terms and conditions upon which the revocable license is granted". OCGA § 50-16-31(11).

1.2 All words used in this Agreement include in their meaning the masculine, feminine, and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.

1.3 For convenience, when referring herein to either Licensor or Licensee, the third person, neuter gender "it" is used.

2.

LICENSED PREMISES

Licensor, for and in consideration of the payment by Licensee to Licensor of the sum of \$10.00 (the receipt and sufficiency of which are hereby acknowledged as Licensor has determined that the revocable license herein directly benefits the State and that the consideration set forth herein is thereby deemed adequate), hereby grants to Licensee, and Licensee hereby accepts from Licensor, a revocable license to the extent the title permits and subject to the terms, conditions, and provisions of this Agreement and OCGA § 50-16-42, over the following described real property, hereinafter referred to as the "Licensed Premises":

That tract, parcel or portion of State owned real property covering approximately 3.59 acres situate, lying and being in 1606th, G.M. District of Camden County, Georgia as shown on a survey marked Exhibit "A", attached hereto and incorporated herein.

The Licensed Premises is presently under the custody of the Technical College System of Georgia.

3.

USE OF LICENSED PREMISES

At its sole cost, expense, risk and responsibility, Licensee shall use the Licensed Premises only for the purpose, and for no other purpose whatsoever, of the construction, installation, and maintenance of a public right of way.

4.

DURATION

4.1 Licensee may use the Licensed Premises during the period beginning on the date hereof and ending at 12:00 midnight on the third anniversary of the date hereof, for so long as licensee uses the Licensed Premises for the purposes permitted in Section 3 above and unless previously revoked pursuant to Section 5 below. If not previously revoked or terminated, this Revocable License shall stand revoked, without the necessity of Licensor given any notice to Licensee, at 12:00 midnight on the third anniversary of the date hereof.

- 4.2 Licensee shall seek passage of a Resolution Act by the 2019 Regular Session of the General Assembly authorizing the granting by the State, acting by and through the Licensor, of a permanent nonexclusive easement for the permitted purposes and on similar terms, conditions and provisions.

5.

REVOCATION

- 5.1 This Agreement merely grants to Licensee a revocable license as set forth in Subsection 1.1.3 above. Licensee, by its acceptance and execution of this Agreement, hereby acknowledges and agrees that this Revocable License Agreement does not confer upon Licensee any right, title, interest, or estate in the Licensed Premises, nor confer upon the Licensee a license coupled with an interest nor confer upon Licensee an easement in the Licensed Premises. It is expressly understood and agreed by Licensee that this Agreement confers upon Licensee, and only Licensee, a mere personal privilege, and that regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by Licensee, this Agreement and the privileges hereby conferred shall be subject to absolute revocation by Licensor, with or without cause, upon notice to Licensee as set forth in Section 12 below.
- 5.2 Following revocation, this Agreement and the revocable license contained herein shall become null and void, and Licensee shall have no right whatsoever to be or remain on the Licensed Premises or to receive a refund of any consideration or any other monetary payment. Licensee covenants and agrees, at its sole cost and expense to remove its facilities from the Licensed Premises and to restore the Licensed Premises to as good or better condition as when received hereunder. Any property of Licensee remaining on the Licensed Premises at the end of said License Period shall be deemed abandoned by Licensee and shall belong to and be the absolute and sole property of the State without further notice, action taken, instrument or conveyance executed or delivered, and without liability to make compensation therefore to Licensee or to any other person whomsoever, and shall be free and discharged from any and every lien, encumbrance, claim and charge of any character created, or attempted to be created, by Licensee at any time.

6.

DAMAGE TO LICENSED PREMISES AND STATE PROPERTY

Licensee hereby agrees that if any property of the State is damaged as a result of the exercise by Licensee of the revocable license herein granted, then, at the election of Licensor, Licensee either shall repair or restore the property or the Licensed Premises, or both, as the case may be, or shall pay the costs thereof, as determined by Licensor. Licensee shall pay the cost of such repair or restoration or commence in good faith the repair or restoration within ten (10) days after notice by Licensor with all repairs or restoration to be completed by Licensee within thirty (30) days thereafter. Revocation of this Agreement shall not relieve Licensee of its obligation to pay for the cost of repair or restoration of the damaged property. This general provision is cumulative of all other remedies Licensor may have, including specific provisions hereof.

7.

INDEMNIFICATION

The revocable license herein granted to Licensee is to be used and enjoyed at the sole risk of Licensee, and in consideration of the benefits to be derived here from, Licensee hereby releases, relinquishes and discharges and agrees to indemnify, protect, save, and hold harmless Licensors and Licensors's officers, members, employees, agents, and representatives (including the State Tort Claims Trust Fund, the State Broad Form Employee Liability Fund and the State Authority Operational Liability Trust Fund) from and against all liabilities, damages, costs and expenses (including all attorney's fees and expenses incurred by Licensors or any of Licensors's officers, members, employees, agents, and representatives), causes of action, suits, demands, judgments, and claims of any nature whatsoever (excluding those based upon the sole negligence of Licensors concerning any activities within the scope of O.C.G.A. § 13-8-2(b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith), arising from, by reason of, or in connection with: (a) injury to or death of any person or damage to property (1) in or on the Licensed Premises (2) in any manner arising from use, non-use or occupancy by Licensee or any of Licensee's officers, employees, agents, representatives, customers, invitees, licensees or contractors or (3) resulting from a condition of the Licensed Premises, excluding any condition of the easement Agreement, if any; (b) violation of any agreement, representation, warranty, provision, term or condition of this Revocable License Agreement by Licensee or any of Licensee's officers, employees, representatives, agents or contractors; or (c) violation of any law affecting the Licensed Premises or the occupancy or use by Licensee of the Licensed Premises. This indemnity extends to the successors and assigns of Licensee and survives the termination of this Revocable License, and to the extent allowed by law, the bankruptcy of Licensee. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the above-referenced or other State self-insurance funds (collectively referred to as the Funds) established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (DOAS), Licensee agrees to reimburse the Funds for such monies paid out by the Funds. Licensee shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees to the extent consistent with and permitted by the Georgia Tort Claims Act. The defense on behalf of Licensors or its covered officers or employees (including any settlement discussions) shall be conducted through the Attorney General of Georgia as provided by law. No settlement or compromise of any claim, loss or damage asserted against any Indemnitees shall be binding upon any Indemnitees unless expressly approved by the Indemnitees and the Attorney General of Georgia.

8.

LIABILITY INSURANCE

Licensee shall procure and maintain in full force and effect at all times during the term of this Agreement, through a self-insurance program or an insurance policy consistent with Section 7: commercial general liability insurance, on an occurrence basis insuring against all liability and property damage of Licensors and Licensee and their members, officers, employees and agents arising from or in connection with the use or occupancy of the Premises by Licensee, its agents, employees, or others working at the direction of Licensee or on its behalf during the License Term,

with liability limits of One Million Dollars (\$1,000,000.00) per person and of ~~Three~~One Million Dollars (~~\$3~~1,000,000.00) per occurrence. Each policy also specifically shall insure performance of Licensee's obligation to indemnify Licensor pursuant to the Section 7 of this Agreement. A statement of policy limits herein shall not limit Licensee's liability under this Agreement.

9.

GENERAL REQUIREMENTS FOR INSURANCE POLICIES

Licensee shall pay the cost of all insurance coverage which Licensee is required to produce and maintain under this Agreement. Except where Licensee is self-insured, each insurance policy shall:

- a.) be issued by an insurer authorized to transact casualty insurance in Georgia;
- b.) be issued by an insurer with a current Best Policyholder's Rating of "A" or better and with a financial six rating of class "XI" or larger by A. M. Best Company, Inc. or through the Georgia Interlocal Risk Management Agency;
- c.) be issued on such form of policy, authorized in Georgia, as Licensor may reasonably approve;
- d.) provide that the policy cannot be canceled as to Licensor except after the insurer gives Licensor thirty (30) days prior written notice of cancellation;
- e.) state that notice of any claim against Licensor shall be deemed to have occurred only when an officer of Licensor has received actual notice, and has actual knowledge of the claim;
- f.) not be subject to invalidation as to Licensor by reason of any act or omission of Licensee or any of Licensee's officers, employees or agents; and
- g.) not be subject to invalidation as to Licensee by reason of any act or omission of Licensor or any of Licensor's officers, employees or agents.

Each policy required by this Agreement shall also contain a provision permitting Licensee to waive all rights of recovery and claims by way of subrogation.

Licensee shall not produce or maintain in force any insurance policy which might have the effect of reducing the loss payable under any of the policies required by this Agreement. Upon the request of Licensor, Licensee shall deliver a certificate of such self-insurance or insurance policy to Licensor, together with evidence reasonably satisfactory to Licensor that the premiums, as applicable, have been paid for a period at least covering the License Period.

10.

SUBJECT TO APPROVAL BY ANY APPROPRIATE STATE REGULATORY AGENCY, SUBJECT TO PRIOR GRANTS, AND CONDITION OF LICENSED PREMISES

Licensee accepts this grant of revocable license subject to approval by any appropriate State regulatory agency that the Licensee's proposed uses of the Licensed Premises meets all applicable safety and regulatory standards and requirements. Further, Licensee accepts this grant of revocable license subject to all ownership, prior permits, licenses, landlord and tenant relationships, easements, leases, and other rights or interests affecting the Licensed Premises whether the same be of agreement or not, and the revocable license granted herein by Licensor to Licensee must be exercised by Licensee so as to avoid interference with any of the said prior permits, licenses, landlord and tenant relationships, easements, leases, or other interests. Licensee acknowledges that it has fully inspected the Licensed Premises and accepts the same "as is". Licensor shall have no responsibility at any time to Licensee for the condition of the Licensed Premises and shall have no duty to the Licensee or to its licensees, invitees or trespassers concerning Licensee's use of the Licensed Premises or their entry on the Licensed Premises. Licensor makes no covenant of quiet enjoyment of the Licensed Premises whatsoever.

11.

ASSIGNMENT OR TRANSFER

This Revocable License Agreement and the rights herein granted may not be conveyed, assigned, transferred, managed or operated by any other entity without the express written consent of the State Properties Commission, which consent shall be given or not in the sole discretion of the State Properties Commission. Without limitation, any transfer or use of the property which may be characterized as a private activity by the Internal Revenue Service and thereby adversely affect the tax-exempt status of any public bond investment in the property is strictly prohibited. Any such use, conveyance, assignment, transfer, management or operation made without the consent of the State Properties Commission shall be void ab initio.

12.

NOTICES

All notices required by the provisions of this Agreement to be secured from or given by either of the parties hereto to the other shall be in writing and shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail - Return Receipt Requested, postage prepaid, and addressed to the recipient party at such party's address. The day upon which such notice is hand delivered or so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices shall be addressed to the attention of a particular person, title, or entity as forth in this Agreement, it shall be a valid and perfected delivery of notice even though the said named person or the person holding said title or named entity is not the person, title or entity who accepts or receives delivery of the said notice, but is the lawful successor person, title or entity of the named person, title or entity. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this

Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given.

13.

GENERAL PROVISIONS OF THIS AGREEMENT

- 13.1 The brief capitalized and underlined headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.
- 13.2 All time limits stated herein are of the essence of this Agreement.
- 13.3 For the purpose of inspecting the Licensed Premises, Licensee shall permit Licensor, without giving prior notice, to enter on the Licensed Premises during either Licensor's regular business hours or Licensee's regular business hours.
- 13.4 No failure of either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.
- 13.5 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.
- 13.6 Nothing contained in this Agreement shall make, or be construed to make, Licensor and Licensee partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either Licensor or Licensee liable to a third party for the debts or obligations of the other.
- 13.7 If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- 13.8 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- 13.9 This Agreement is executed in two (2) counterparts which are separately numbered and identified (No. 1 is for Licensor and No. 2 is for Licensee) but each of which is deemed an

original of equal dignity with the other and which is deemed one and the same instrument as the other.

- 13.10 In the enjoyment of the revocable license herein granted by Licensor to Licensee and of the rights and privileges incident thereto, Licensee shall at all times comply with all applicable laws of Georgia and of the United States, all applicable rules and regulations promulgated pursuant to any and all such laws, all applicable recommended standards, and all applicable local ordinances, including, but not limited to, codes, ordinances and recommended standards now or hereafter promulgated, and all applicable local rules and regulations and recommended standards promulgated pursuant to such codes and ordinances.
- 13.11 The revocation of this Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee which occurred or arose prior to the effective date of such revocation.
- 13.12 Licensee, by its acceptance and execution of this Agreement, hereby acknowledges that it has not been induced by any representations, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Licensed Premises or the condition or suitability thereof for Licensee's purpose.
- 13.13 In its occupancy and use of the premises, Licensee shall not discriminate against any person on the basis of race, gender, color, national origin, religion, age, or disability. This covenant by Licensee may be enforced by termination of this Agreement, by injunction, and by any other remedy available at law to Licensor.

14. ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between Licensor and Licensee and constitutes the full, complete and entire agreement between Licensor and Licensee with respect to the Licensed Premises and Licensee's use and occupancy thereof. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

WITNESS WHEREOF, Licensor and Licensee, acting pursuant to and in conformity with properly considered and adopted resolutions and acting by and through their duly authorized hereinafter named representatives, have caused these presents to be executed, all as of the date hereof.

LICENSOR

STATE PROPERTIES COMMISSION

 Steven L. Stancil
 as Executive Director of the State Properties
 Commission

Signed, sealed, and delivered
 in our presence:

 Unofficial Witness

 Official Witness, Notary Public

My Commission expires:_____

(NOTARY SEAL)

(STATE PROPERTIES COMMISSION
 SEAL AFFIXED HERE)

(Signatures continued on next page.)

(Signatures continued from previous page.)

LICENSEE
CITY OF KINGSLAND, GEORGIA

By: _____ (Seal)
Name: _____
Title: _____

Attest: _____ (Seal)

Signed, sealed, and delivered
in our presence:

Unofficial Witness

Official Witness, Notary Public
My Commission expires:_____

(NOTARY SEAL) (SEAL AFFIXED HERE)

Attachment: 605.301 RLA City of Kingsland ROW Construction FINAL (2262 : Approval Of: Revocable License Agreement)

EXHIBIT “A”



Exhibit D
Aerial Map



July 16, 2018

Mr. Lee Spell
City Manager
City of Kingsland
107 S Lee St
Kingsland, GA 31548

RE: Second Modification for Loan No. DW2016017

Dear Mr. Spell:

Enclosed are the second modification documents for the Drinking Water State Revolving Fund loan agreement between the Georgia Environmental Finance Authority (GEFA) and the city of Kingsland. GEFA is pleased to provide you with the following materials:

1. Three copies of the Second Modification of Promissory Note and Loan Agreement, including:
 - a. Exhibit A – Description of Project (Scope of Work, Budget, and Schedule)
 - b. Exhibit E – Opinion of Borrower's Counsel
 - c. Exhibit F – Resolution of Governing Body

In order to execute this second modification in a timely manner, please read the notes below and follow the instructions outlined therein.

SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

Three copies of the second modification are enclosed. Each copy is an original counterpart and each must be executed. Please do not date page one of these copies of the second modification. This date will be completed by GEFA at the time of execution of this second modification. Please have the appropriate official sign each copy and the appropriate person attest the signature. Once signed, return all three copies of the second modification with any other documents for our review and execution. GEFA will send your counterpart to you after execution.

EXHIBIT E – OPINION OF BORROWER'S COUNSEL

Exhibit E is a letter that must be prepared by the borrower's counsel and submitted to GEFA on the counsel's letterhead. This letter ensures that the second modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 7 of the second modification, the borrower's counsel must also sign where indicated that second modification is "Approved as to form."

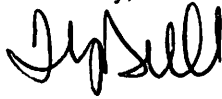
EXHIBIT F – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the second modification documents, and any and all other documents. This resolution must be submitted along with the signed

second modification documents. The same elected official authorized to sign the second modification documents within the resolution must also sign the second modification documents.

GEFA is glad to assist you with the modification of this loan agreement and promissory note. Please do not hesitate to let us know if we can answer any questions or be of assistance in any other way.

Sincerely,



Tracy Williams

Enclosures

cc: Jared Wozny, Carter & Sloope, Inc. (w/o enclosures)

Nathan Deal
Governor

Kevin Clark
Executive Director

July 16, 2018

Mr. Lee Spell
City Manager
City of Kingsland
107 S Lee St
Kingsland, GA 31548

RE: Modification for Loan No. DW2017016

Dear Mr. Spell:

Enclosed are the modification documents regarding the Drinking Water State Revolving Fund loan agreement with the Georgia Environmental Finance Authority (GEFA) and the city of Kingsland. GEFA is pleased to provide you the following enclosed materials:

- 1) Three originals of the Modification of Promissory Note and Loan Agreement;
 - a. Exhibit A – Project Description
 - b. Exhibit E – Opinion of Borrower's Counsel
 - c. Exhibit F – Resolution of Governing Body

In order to execute these modification documents in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

Enclosed are three original modification agreements. Each copy is an original counterpart and each must be executed. Please have the appropriate official sign each document and the appropriate person attest the signature. Once signed, return **THREE** modification agreements along with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

EXHIBIT E – OPINION OF BORROWER'S COUNSEL

Exhibit E is a sample letter that must be prepared by your local government's attorney. This letter ensures that the modification documents have been properly reviewed by the local government's attorney. Additionally, on the signature page of the Modification of Promissory Note and Loan Agreement, the local government's attorney must sign where indicated that the loan agreement is "Approved as to form."

EXHIBIT F – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents and any and all other documents related to the loan. This resolution must be submitted with the signed modification documents.

When all documents have been completed, please return them to GEFA. Please let me know if we can be of further assistance to you.

Sincerely,



Tracy Williams
Program Manager

COUNTY OF CAMDEN

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CITY OF KINGSLAND, GEORGIA
FOR PROVIDING ONSITE CLINICAL MEDICAL SERVICES
BY CAMDEN COUNTY TO EMPLOYEES OF THE CITY OF KINGSLAND**

This Memorandum of Understanding (herein after the “MOU”) between the Camden County Board of Commissioners (herein after the “CCBC”) and the City of Kingsland, Georgia (herein after the “CITY”); entered into this the 26th day of June, 2018 for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting July 1, 2018 and continuing through June 30, 2019 as defined and as agreed to as set forth herein:

1.

WHEREAS the CCBC and the CITY are lawful governments as envisioned by Georgia Law.

2.

WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC’s employees; and the CITY has purchased a health insurance policy for the purposes of providing health insurance benefits to CITY’s employees.

3.

WHEREAS both CCBC and CITY desires to manage their employer provided health insurance costs in the most economical manner.

4.

WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.

5.

Attachment: clinic (2268 : Approval Of: Memorandum of Understanding)

WHEREAS CCBC has contracted with a local Georgia licensed physician, a nurse practitioner, and a Director of Health and Wellness/RN to oversee and provide medical services for CCBC's employees at the afore-stated clinic in an effort to reduce costs associated with the self-insured program.

6.

WHEREAS CCBC and CITY have entered into discussions that have led to the CITY and CCBC entering into this MOU which creates a cooperative partnership so as to allow CITY's employees to utilize the afore-stated clinic whereby the physician, nurse practitioner, and the registered nurses will provide an onsite medical clinical treatment program to CITY's employees while performing the onsite medical clinical treatment program for CCBC.

7.

NOW THEREFORE BE IT RESOLVED the CCBC and CITY hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the providing of onsite medical clinical services to the employees of the City of Kingsland, pursuant to the following terms.

a.

This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and CITY (the Council for the City of Kingsland, Georgia) and entered upon the lawful minutes of each political body.

b.

Operational dates of this MOU shall be effective on July 1, 2018, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the City Manger for the CITY.

c.

CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

- i. Staff will be available during set operational hours.

d.

In the forming of this cooperative partnership the CCBC and the CITY shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2018-2019 to be \$466,778. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinic for CCBC's Fiscal year 2018-2019 for a pro-rated use percentage of 10.5% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 10.5% of the afore-stated \$466,778 budget, conditioned on the CITY use of the clinical services not exceeding the projected 10.5% use of the clinic for 2018-2019 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of \$49,011.70 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of \$4,084.31. CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2018.

The aforesaid formula for payment of clinical services provided to the CITY shall be reviewed by CCBC on a quarterly basis in an effort to keep the CITY informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the CITY shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2018 to September 30, 2018; October 1, 2018 to December 31, 2018; January 1, 2019 to March 31, 2019; and April 1, 2019 to June 30, 2019. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e.

CITY will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the CITY's employees may schedule their time to meet with the health care providers. Representatives of the CCBC's Human Resources Department and the CITY's Human Resources Department shall meet as needed to work out clinic schedules as necessary.

d.

This MOU does not establish an employer/employee relationship between CITY's employees and CCBC.

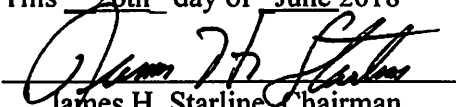
e.

CITY agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to CITY's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

f.

The services as defined herein shall only be provided to those CITY employees that are currently enrolled in the CITY's employer provided health insurance program. City shall provide to CCBC a list of currently enrolled employees in CITY's employer provided health insurance program as may be amended from time to time.

Hereby agreed to by the parties hereto on the date as approved:

This 26th day of June 2018

 James H. Starline, Chairman
 Camden County Board of Commissioners

ATTEST: 
 Kathryn Bishop, County Clerk

This _____ day of _____ 2018

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

Attachment: clinic (2268 : Approval Of: Memorandum of Understanding)

**Camden County Government
Onsite Wellness Clinic
Budgets**

Expenditures	FY 14/15	FY 15/16	Incr (decr) over PY	FY 16/17	Incr (decr) over PY	FY 17/18	Incr (decr) over PY	% Change	FY 18/19	Incr (decr) over PY	% Change
Salaries	161,603	276,908	115,305	259,737	(17,171)	277,600	17,863	6.88%	281,392	3,792	1.37%
Social Security Taxes	15,333	21,184	5,851	19,870	(1,314)	21,236	1,366	6.87%	21,526	290	1.37%
Retirement	2,643	7,000	4,357	7,792	792	7,985	193	2.48%	8,036	51	0.64%
Retirement: Co Ma	2,643	8,200	5,557	15,584	7,384	12,365	(3,219)	-20.66%	12,468	103	0.83%
Uniforms	-	-	-	1,400	1,400	1,400	-	0.00%	2,400	1,000	71.43%
Contracted R & M	420	420	-	480	60	480	-	0.00%	480	-	0.00%
Contract Svc - Practition	67,600	-	(67,600)	30,200	30,200	30,200	-	0.00%	30,200	-	0.00%
Contract Svc - Admin	-	12,500	12,500	-	(12,500)	-	-	0.00%	-	-	0.00%
Contract Svc - Medical	20,400	20,400	-	20,400	-	20,400	-	0.00%	20,400	-	0.00%
Janitorial Contract	4,100	4,100	-	5,383	1,283	5,383	-	0.00%	12,552	7,169	133.18%
Rep & Mt Computers	15,000	5,500	(9,500)	5,500	-	4,700	(800)	-14.55%	4,500	(200)	-4.26%
Rep & Mt Office Equip	650	650	-	1,200	550	1,200	-	0.00%	600	(600)	-50.00%
Liability Insurance	16,500	16,500	-	16,500	-	15,000	(1,500)	-9.09%	5,000	(10,000)	-66.67%
Telephone	4,920	4,920	-	4,920	-	4,920	-	0.00%	4,920	-	0.00%
Cell Phones	-	-	-	600	600	600	-	0.00%	600	-	0.00%
Advertising & Publishing	-	-	-	-	-	1,000	1,000	100.00%	500	(500)	-50.00%
Printing	-	-	-	-	-	-	-	-	400	400	100.00%
Travel	1,000	1,000	-	1,000	-	1,000	-	0.00%	1,000	-	0.00%
Dues & Subscriptions	250	250	-	380	130	530	150	39.47%	549	19	3.58%
Education & Training	1,725	1,725	-	2,600	875	3,930	1,330	51.15%	3,825	(105)	-2.67%
Professional licenses	-	-	-	-	-	-	-	-	130	130	100.00%
Office Supplies	1,500	1,500	-	1,800	300	1,400	(400)	-22.22%	1,400	-	0.00%
Minor Operating	200	200	-	1,200	1,000	1,000	(200)	-16.67%	1,000	-	0.00%
Postage	-	-	-	100	100	100	-	0.00%	400	300	300.00%
Computer Supplies	350	350	-	1,200	850	1,200	-	0.00%	600	(600)	-50.00%
Janitorial Supplies	300	300	-	1,100	800	1,100	-	0.00%	600	(500)	-45.45%
Medical Supplies	40,300	40,300	-	44,000	3,700	44,000	-	0.00%	44,000	-	0.00%
Water & Sewer	750	750	-	500	(250)	400	(100)	-20.00%	300	(100)	-25.00%
Electricity	12,500	12,500	-	8,400	(4,100)	6,500	(1,900)	-22.62%	7,000	500	7.69%
Total	370,687	437,157	66,470	451,846	14,689	465,629	13,783	3.05%	466,778	1,149	8.34%
Kingsland Share	14.06%	10.00%		10.00%		10.00%			10.50%		
Kingsland Annual Contract	\$52,118.59	\$43,715.70	-\$8,402.89	\$45,184.60	\$1,468.90	\$46,562.90	\$1,378.30		\$49,011.69	\$2,448.79	

Attachment: clinic (2268 : Approval Of: Memorandum of Understanding)

MainPoint Health and Wellness FY18 Quarterly Utilization Report		Camden County	City of St Marys	PSA	City of Kingsland	Totals
1st Quarter	July					
	Nurse Encounters	74	10	3	6	93
	Provider Encounters	115	24	8	18	165
	Provider Consults	26	14	1	3	44
	Total	215	48	12	27	302
	August					
	Nurse Encounters	67	10	10	5	92
	Provider Encounters	126	24	19	24	193
	Provider Consults	19	7	4	4	34
	Total	212	41	33	33	319
	September					
	Nurse Encounters	44	13	9	11	77
	Provider Encounters	62	11	6	10	89
	Provider Consults	10	11	1	4	26
	Total	116	35	16	25	192
Totals		543	124	61	85	813
Percentage of Total Clinic Utilization		66.79%	15.25%	7.50%	10.46%	100.00%

2nd Quarter	October					
	Nurse Encounters	173	53	23	35	284
	Provider Encounters	115	30	14	21	180
	Provider Consults	31	3	5	3	42
	Total	319	86	42	59	506
	November					
	Nurse Encounters	68	30	22	13	133
	Provider Encounters	117	25	22	27	191
	Provider Consults	20	21	3	3	47
	Total	205	76	47	43	371
	December					
	Nurse Encounters	53	22	10	16	101
	Provider Encounters	67	26	10	23	126
	Provider Consults	19	16	0	4	39
	Total	139	64	20	43	266
	Totals	663	226	109	145	1143
	Percentage of Total Clinic Utilization	58.01%	19.77%	9.54%	12.69%	100.00%

Grand Totals					
Overall Percentage of Total			Clinic Utilization		
Total Encounters			2549		
			62.63%		
			17.05%		
			9.85%		
			10.47%		
			4070		
			100.00%		
4th Quarter					
Percentage of Total Clinic Utilization			Totals		
64.47%			655		
12.80%			130		
14.37%			146		
8.37%			85		
			1016		
			100.00%		
3rd Quarter					
Percentage of Total Clinic Utilization			Totals		
62.66%			688		
19.49%			214		
7.74%			85		
10.11%			111		
			1098		
			100.00%		
4th Quarter					
Percentage of Total Clinic Utilization			Totals		
64.47%			655		
12.80%			130		
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STATE OF GEORGIA
COUNTY OF CAMDEN

**INTERGOVERNMENTAL SERVICES AGREEMENT FOR
PUBLIC WORKS EQUIPMENT**

This Intergovernmental Services Agreement for Public Works Equipment is entered into this ____ day of _____, 2018, by and between the CITY OF KINGSLAND, hereinafter called "Kingsland" and the CAMDEN COUNTY BOARD OF COMMISSIONERS, hereinafter called "County".

WITNESSETH

WHEREAS, Kingsland operates a Public Works Department for the purpose of maintenance and repair of city infrastructure, including, but not limited to, preventive maintenance, repairs, water and sewer treatment, road and sidewalk maintenance, and any other daily operations as needed, and

WHEREAS, the County is currently operating Public Works performing similar duties with the exception of water and sewer treatment with various Public Works equipment, and

WHEREAS, the County desires to contract with Kingsland to provide for any equipment and specialty tool needs that may arise from time to time in which the equipment and tools needed may not be provided or available by the County during that time, and

WHEREAS, Kingsland desires to contract with the County to provide for any equipment and specialty tool needs that may arise from time to time in which the equipment and tools needed may not be provided or available by Kingsland during that time, and

WHEREAS, Kingsland, as a government, is authorized by §O.C.G.A. 36-34-2 (5) to enter into intergovernmental services agreements; and

WHEREAS, the Camden County Board of Commissioners is authorized to make and execute contracts with municipalities in the same county where the city of Kingsland is located;

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the parties hereto agree:

- A. Kingsland will provide to the County, and the County will receive from Kingsland, and the County will provide to Kingsland, and Kingsland will receive from the County, assistance in the need of Public Works equipment and specialty tools, with an operator as needed, for the purposes of continuity of operations in Public Works. The County will also provide to Kingsland the use of software named All-Data, which is an online manual and diagnostic database which the County is currently utilizing. Kingsland will also provide to County the utilization of the NAPA Online Training Program to the County Fleet Department which will provide the County Fleet

employees the capability of training and test preparation for upcoming ASE Certifications. Both Kingsland and the County will maintain daily logs of equipment, specialty tools and services rendered for billing purposes.

- B. The County agrees to pay to Kingsland, as compensation for providing any requested Public Works equipment, specialty tool, and operator services described in Section A above, and Kingsland agrees to accept the payment as total compensation for providing to the County the services described in Section A. Kingsland agrees to pay to the County, as compensation for providing any requested equipment, specialty tool, and operator services described in Section A above, and the County agrees to accept the payment as total compensation for providing to Kingsland the services described in Section A. Billing for services described in Section A above shall be on an hour by hour basis in accordance with the FEMA Cost Code hourly rates as shown on Exhibit A, which is attached and incorporated by reference in this agreement. Kingsland will provide the County, and the County will provide to Kingsland, a monthly statement for services rendered. The County and Kingsland will submit payments in a timely manner.
- C. It is further understood that there will be times when Kingsland and the County will be unable to provide the said assistance services due to equipment needs, current or pressing projects, or an unforeseen circumstance. If such an event occurs, Kingsland notify the County, and the County will notify Kingsland that they are not able to meet the request in a reasonable time.
- D. This agreement may be terminated by either party upon the following terms and conditions:
 - 1. Notice must be provided in writing, and
 - 2. Notice must include a termination date of no less than thirty- (30) days from the date of notification.
- E. The initial term of this Agreement shall expire on December 31, 2018 and is automatically renewable annually for a term not to exceed fifty (50) years. This agreement may be terminated by either party at any time upon thirty (30) days' written notice by the party intending to terminate the agreement.
- F. Time is of the essence in the performance of the obligations imposed in this agreement. This instrument contains the entire agreement between the parties and no modifications, release, discharge or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and duly approved and executed by the parties hereto.

APPROVED by the Mayor and Council of the City of Kingsland on the ____ day of _____,
2018.

CITY OF KINGSLAND

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED by the Camden County Board of Commissioners on the ____ day of _____,
2014.

CAMDEN COUNTY BOARD OF COMMISSIONERS

ATTEST: _____
County Clerk

BY: _____
Chairman

EXHIBIT A

(See Attached)

MURRAY BARNES FINISTER LLP

3525 PIEDMONT ROAD • 5 PIEDMONT CENTER • SUITE 515 • ATLANTA, GEORGIA 30305

February 20, 2018

Ms. L. Filiz Morrow
Director of Finance
City of Kingsland
P.O. Box 250
Kingsland, GA 31548

RE: Rate Classifications under Bond Ordinance

Dear Filiz:

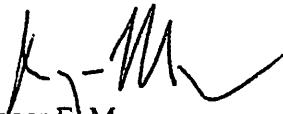
It is my understanding that the City currently treats bed and breakfasts and hotels as a single class for purposes of setting water and sewer rates and charges each based upon the number of rooms and actual consumption. It is also my understanding that the City is considering creating a separate class for bed and breakfasts. You have asked me if that would violate the terms of the Bond Ordinance. In my view, it would.

The Bond Ordinance requires that the rates, fees and charges be classified in a reasonable manner to cover users of the services and facilities furnished by the system so that as near as practicable such rates, fees and charges shall be uniform in application to all users falling within any reasonable class. In my view, it would not be reasonable create a new class and rate structure for bed and breakfasts given the manner in which the City currently is setting the rates. The current class structure and rate structure takes both the type of business and the size of the business into consideration. Hotels and bed and breakfasts are essentially the same type of business—they lodge transients for short periods of time. Therefore, it seems imminently reasonable to group them into a single class. One might argue that a bed and breakfast should be in a different class than hotels because bed and breakfasts are typically smaller than hotels. However, the size of the facility has been taken into account by the City. The City's charges are based upon the number of rooms and the actual consumption.

February 20, 2018
Page 2

Don't hesitate to call me if you have any questions or would like to discuss this matter in more detail.

Sincerely,



Roger E. Murray

REM: rj

Hotel/Motels/B&Bs
Water/Sewer Rate Comparison
Application of Minimum Base Charge under Old and New Ordinance as
applied to RV Parks
As of 02/13/2018

Water/Sewer Base Charges		
<i>Name</i>	All Current Hotel/Motels/B&Bs	
Ordinance Application	Old	New
<i>Rate Applied to:</i>	<i># of Rooms</i>	<i># of Meters</i>
	1331	27
Min. Base Rate Water & Sewer	\$20.70	\$28.42
Annual Minimum Base Amount	\$330,620.40	\$9,208.08
Annual Revenue Loss in Base Amount Under New Ordinance	(\$321,412.32)	

Notes:

1. The new ordinance changed the \$ amount of the base rate and the rate being applied to # of meters instead of # of units. It also took the RV Trailer Parks out of the Hotel/Motel class and created its own class.
2. Calculation above is for minimum base rate. Additional charges would be applied based on consumption under both old and new ordinance.
3. Meters referred to in the table above are master meters.
4. Water/Sewer annual revenue from hotels for FY 2016/2017 was \$460,921. This represents 10% of our overall water/sewer revenues for all classes. This change would result in a 70% decrease in H/M water/sewer revenues.

RV/Travel Trailer Parks

Water/Sewer Rate Comparison

Application of Minimum Base Charge under Old and New Ordinance
As of 02/13/2018

Water/Sewer Base Charges									
Name	Kiki RV Park		Country Oaks RV Park		Proposed Epic RV Park		Proposed Fresh Farms RV Park		Total Annual Revenue Loss in Base Amount Under New Ordinance
	Old # of Sites	New # of Meters	Old # of Sites	New # of Meters	Old # of Sites	New # of Meters	Old # of Sites	New # of Meters	
Ordinance Application									
Rate Applied to:									
Min. Base Rate Water & Sewer	22	1	44	2	231	2	55	2	
	\$20.70	\$28.42	\$20.70	\$28.42	\$20.70	\$28.42	\$20.70	\$28.42	
Annual Minimum Base Amount	\$5,464.80	\$341.04	\$10,929.60	\$682.08	\$57,380.40	\$682.08	\$13,662.00	\$682.08	
Annual Revenue Loss in Base Amount Under New Ordinance		(\$5,123.76)		(\$10,247.52)		(\$56,698.32)		(\$12,979.92)	(\$85,049.52)

Notes:

1. The new ordinance changed the \$ amount of the base rate and the rate being applied to # of meters instead of # of units. It also took the RV Trailer Parks out of the Hotel/Motel class and created its own class.
2. Calculation above is for minimum base rate. Additional charges would be applied based on consumption under both old and new ordinance.
3. Meters referred to in the table above are master meters.
4. Water/Sewer annual revenue from hotels for FY 2016/2017 was \$460,921. This represents 10% of our overall water/sewer revenues for all classes.

Assumptions:

1. Assumptions are being made on the # of meters the two proposed RV parks will have based on the # of campsites proposed.

ORDINANCE 2018-06
CITY OF KINGSLAND, GEORGIA
TO AMEND WATER AND SEWER ORDINANCE – 2018-01

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AN ORDINANCE TO AMEND THE WATER AND SEWER ORDINANCE FOR PURPOSES OF
REINSTATING UNIFORM WATER, SEWER, TAP FEES, AND CAPITAL RECOVERY RATES FOR
LODGING CLASS.

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CLARIFYING ADJUSTMENTS

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

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RATE SCHEDULE PER METER:¶
¶
CONSUMPTION
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LODGING CLASS WATER RATE SCHEDULE (PER UNIT/ROOM):

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	gallons	\$ 10.35 - minimum
gallons	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

LODGING CLASS SEWER RATE SCHEDULE (PER UNIT/ROOM):

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	gallons	\$ 10.35 - minimum
gallons	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, RV Parks, Bed & Breakfast lodging establishments, office complexes, shopping centers, and residential mobile home parks shall pay user fees based on Master Meter Billing computed as follows:

1. Minimum charges as outlined herein for each unit/room.

2. Normal consumption charges as outlined above for all usage over gallons included in minimum base rate per unit/room.
- (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.

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¶ CONSUMPTION

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- 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.

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

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:

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(a) FOR WATER SERVICE:

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

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

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

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

(b) FOR SEWER SERVICE:

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

<u>TYPE OF INSTALLATION</u>	<u>FLOW GPD</u>	<u>\$ PER UNIT</u>
CLUB BUILDING	500	\$3,000.00
BAR		
PER SEAT	50 (minimum \$3,000)	\$ 120.00
EMPLOYEE (FTE)	25 (minimum \$3,000)	\$ 60.00
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
<u>LODGING ESTABLISHMENTS 225</u>		<u>\$ 1,080.00</u>
<u>PER UNIT/ROOM</u>		
<u>(Includes Hotel/Motel, RV Parks, B&Bs)</u>		
MOBILE HOME PARK		
SINGLE OR DOUBLE WIDE	300	\$ 1,200.00

▼	Apts. PER UNIT w/o washer/dryer hook up**	225	\$ 1,080.00	Deleted: MOTEL, HOTEL, ¶ &
	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	
▼	SERVICE STATION/FUEL CTR. REGULAR PUMP		\$ 500.00	Deleted: RV/TRAVEL TRAILER PARKS 150 . . . \$ 724.00¶ per unit¶
	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 Per seat	5 (minimum \$3,000)	\$ 10.00	
	AUDITORIUM CONVENTION CENTER, ASSEMBLY HALL (NO FOOD SERVICE) PER CAPITA	10 (minimum \$3,000)	\$ 24.00	
	WAREHOUSE PER 1000 SQ FT	25 (minimum \$3,000)	\$ 60.00	
	** Apartments are defined as a building designed for residential occupancy by 3 or more families living in separate units without firewalls separating the units and containing less than 1500 square feet of living space per dwelling unit.			

FOR CAPITAL RECOVERY FEE:

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

TYPE OF INSTALLATION	FLOW GPD	\$ PER UNIT
CLUB BUILDING	500	\$3,000.00
BAR		
PER SEAT	50 (minimum \$3,000)	\$ 120.00
EMPLOYEE (FTE)	25 (minimum \$3,000)	\$ 60.00
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
LODGING ESTABLISHMENTS	225	\$ 1,080.00
PER UNIT/ROOM		
(Includes Hotel/Motel, RV Parks, B&Bs)		
MOBILE HOME PARK		
SINGLE OR DOUBLE WIDE	300	\$ 6,000.00
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

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Deleted: 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		
Per seat	5 (minimum \$3,000)	\$ 10.00
AUDITORIUM CONVENTION CENTER, ASSEMBLY HALL (NO FOOD SERVICE)		
PER CAPITA	10 (minimum \$3,000)	\$ 24.00
WAREHOUSE		
PER 1000 SQ FT	25 (minimum \$3,000)	\$ 60.00

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

- 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:

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\$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.

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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.
- (e) In the occurrence of an unforeseeable or unpreventable failure or malfunction resulting in excessive water usage or water flow caused by an act of nature or a severe weather event, at the written request of the customer an adjustment for water and sewer may be available based on average usage. To be eligible, water leak must be repaired, request must be written, supporting documentation must be provided, and request must be made within three months from the bill date of the abnormal bill.

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 23rd day of July 2018.

Deleted: 8th

Deleted: January

THE CITY OF KINGSLAND

BY: _____
Kenneth E. Smith, Sr, Mayor

ATTEST:

Linda O’Shaughnessy, City Clerk

City of Kingsland
Water/Sewer Rates
Minimum Gallons Included in Base
Lodging Class
As of July 19, 2018

Calculations (below) are on the projected revenue decrease if gallons were included with the minimum base rate for the lodging class (hotels, RVs, B&B).

Gallons Included with Base Fee (Per room)	Annual Projected Decrease* (Includes all current hotels, RVs, and B&Bs) 1,331 Rooms
250	\$17,010
500	\$34,020
750	\$51,030
1,000	\$68,040
2,000	\$136,080

**Depends on # of rooms per hotel and if the gallons per room currently exceed the minimum allowed per room.*

Request for Proposals

RFP # _____

2019 Roadside Right of Way Turf Maintenance Services

For the City of Kingsland

Request for Proposal (RFP) – Roadside Right of Way Turf Maintenance Services

Introduction:

The City of Kingsland is soliciting proposals from qualified firms to provide roadside turf maintenance services on selected roadways in the City of Kingsland. All work to be performed will be within the City of Kingsland Right of Way (R.O.W.).

Description of Work to be Performed:

The work includes a biweekly mowing of all established grasses and vegetation within each selected area in a neat and professional manner. Vegetation in and around structures, walks, trees, sidewalks or other similar areas shall be mowed to a neat appearance as well as string trimmed and edged. The City's expectation is that these areas are to be kept in a neat and orderly groomed appearance at all times and it will be the responsibility of the contractor to meet the expectation. The chosen contractor must be able to respond to and comply with all of the required elements listed in this section. Failure to comply can and will result in termination of a bid proposal or service contract. Required elements include:

- Mowing height between three (3) to four and one half inches (4.5").
- Grass and vegetation clippings shall be blown or swept off of roadways, walkways, driveways, trails and sidewalks etc.
- All trash and debris in the mowing area shall be removed from the maintenance areas before and after mowing by contractor; mowing over garbage is prohibited.
- String trimming, using approved equipment, will be required around trees, shrubs, sign posts, wood fence posts, etc.
- Damage to trees, light posts, sign posts, etc., by mowers or string trimmers is prohibited.
- Edging, using approved equipment, will be required in raised medians, curbed areas and along sidewalks.
- A minimum lateral distance of three (3) feet will be required to be mowed / trimmed on the back side of guardrails or fencing areas.
- Application of herbicides in joints of concrete medians will be applied per GDOT Specification 725 – Weed Control

- Application of a pre-emergent herbicide and post-emergent herbicide on mowing areas will be required once (1) per year, at a time determined by the City.
- Each location will be complete before initiating work on another location, i.e. all trash pickup, mowing, trimming, edging completed.
- Traffic control measures will be utilized per the Georgia Department of Transportation (GDOT) guidelines.

Term:

The length of the proposed contract is for one (1) year, renewable for two (2) additional one (1) year terms not to exceed a total contract term of three (3) years.

Schedule:

The anticipated schedule for mowing and maintenance services is from March 1 (or Notice to Proceed) through October 31, twice per month. Costs will be compensated on a per cycle basis, plus any additional items based on quantity and unit rate. A cycle includes mowing, string trimming, litter pickup, and edging for each service area.

The selected turf maintenance contractor will be required to provide a per cycle schedule when turf maintenance is to be performed and inform the City Public Works Director when turf maintenance is completed for each location(s).

Location(s) for services:

The list of location(s) that mowing and maintenance services are to be provided on the following page in tabular form:

[illegible]

Schedule:

Interested consultants should submit three (3) copies of the Request for Proposals (RFP's) no later than 2:00 pm on _____, 2019 to the following address:

Linda Johnson
City of Kingsland Purchasing
PO Box 250
Kingsland, GA 31548
912-729-5613

Questions should be directed to William Coleman, Public Works Director at 912-729-5613. All questions or concerns relative to the project will need to be addressed on or before _____, 2019. Any questions after that date will not be responded to by the City.

The City reserves the right to reject any and all Proposals, to waive any formalities and technicalities and to award the contracts in a manner consistent with the best interest of the City and the laws of the State of Georgia.

Content:

The RFP shall be no more than ten (10) single sided pages in length (exclusive of a cover page) and should include at a minimum the following information:

1. Firm name, address, telephone number, and e-mail address for the primary contact person. Include the same information for any subcontractors. State which office and location will be performing the work.
2. Disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interest in the proposed project with the City of Kingsland.
3. Provide a brief history of the firm and give the primary geographic area in which the firm conducts business.
4. Provide a brief overview of the firm's management philosophy in relation to personnel, operations, cost control and responsiveness to City concerns.
6. Provide a preliminary (non-binding) fee schedule by location along with an overall proposed budget for services to be provided.

Evaluation Criteria:

The following criteria and weighting (%) will be used to determine qualifying short list firms and final recommendation to the Kingsland City Council:

Proposed Price for services (60%): The contractor's proposed fee for individual maintenance areas and one lump sum for all areas, per completed cycle. In addition, provide a cost per unit for the following areas:

- cost per acre for mowing, including string trimming, trash pickup, and edging

- cost per acre for pre-emergent herbicide application
- cost per acre for post-emergent herbicide application
- cost per linear foot of herbicide for concrete median areas

Project Understanding (15%): The contractor's understanding of the assignment and ability to follow bidding instructions.

Work Experience (15%): The experience and qualifications of the contractor, specifically the experience of the company in turf maintenance, and professional and support staff.

References (10%): Provide a minimum of three recent account references

Additional Information:

The roadside turf maintenance areas as outlined in the document may be increased or decreased per the discretion of the City.

Administration:

The Contract Administrator for this Request for Proposal (RFP) shall be Linda Johnson. The Contract Administrator shall act as the City's representative during the execution of any subsequent contract and related amendments. She will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any advertisement, selection or contractual questions arising during the RFP or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

Linda Johnson
City of Kingsland Purchasing
PO Box 250
Kingsland, GA 31548
912-729-5613

The Contract Technical Representative is the City's day-to-day manager of the services being requested under this RFP. He shall provide the successful Proposer direction and monitor the results within the limits of the contract's terms and conditions. He will make decisions that may arise as to quality and acceptability of services performed. He shall judge as to the accuracy of quantities submitted by the successful Proposer in payment requests and the acceptability of the services that these quantities represent. He will be the point-of-contact for developing contract changes and amendments to be approved by the City and executed by the Contract Administrator. Any technical questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative at the following address:

City of Kingsland Public Works
Department
Attn: William Coleman
P.O. Box 250
Kingsland, GA 31548
912-729-5613

Notice of Award of Contract:

As soon as possible, and within 60 days after receipt of proposals, the City shall notify the successful Proposer of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Proposer. If an Award of Contract has not been made within 60 days from the proposal opening date or within the extension mutually agreed upon, the Proposer may withdraw the bid without further liability on the part of either party.

Execution of Contract Documents:

- a. Within fifteen (15) days subsequent to successful contract negotiations, the City shall furnish the successful Proposer the conformed copies of Contract Documents for execution by him/her.
- b. Within fifteen (15) days after receipt of the Contract Documents, the successful Proposer shall return all the documents properly executed by him/her. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State, or Local authorities.
- c. Within thirty (30) days after receipt of the Contract Documents, executed by the successful Proposer, certificates of insurance, and licenses the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- d. Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

Notice to Proceed:

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the City. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the City and successful Proposer. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful Proposer may terminate the Contract Agreement without further liability on the part of either party.

Insurance:

The successful Proposer shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the City, nor shall the successful Proposer allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the successful Proposer.

The Proposer shall maintain insurance coverage with insurance companies reasonably acceptable to the City of Kingsland and authorized to do business in Georgia. The insurance shall cover as deemed appropriate by the City of Kingsland:

- a. claims under workers' compensation, disability benefit, and other similar employee benefit acts;
- b. claims for damages because of bodily injury, occupational sickness, disease, or death of any employee of the firm;
- c. claims for damages because of bodily injury, sickness, disease, or death of any person other than an employee of the firm;
- d. claims for damages insured by usual personal injury liability coverage which are sustained by any other person;
- e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
- f. claims for damages because of professional errors and omissions; and
- g. claims for contractually assumed liability under this Agreement.

The aforementioned insurance required to be maintained by the Proposer may be written under an umbrella policy or policies, but shall not be written for less than the limits of liability specified herein below or less than any limits required by law, whichever is greater. The Proposer shall, during such time as the Proposer is performing hereunder the services maintain, subject to a policy or policies having a deductible not greater than \$25,000 on account of any one occurrence, Workers' Compensation insurance in an amount not less than the greater of that required by law or \$1,000,000 for injuries, including accidental death to any one person, commercial general liability insurance of not less than \$1,000,000 for each occurrence, automobile liability insurance in an amount not less than a combined single limit of \$1,000,000 for injuries, including accidental death, and property damage liability insurance in an amount not less than \$1,000,000 on account of any one occurrence with a \$2,000,000 aggregate. Further, the Proposer shall, during the period beginning with the commencement of the performance by the Proposer of the services and ending one year after the Project shall be substantially completed, maintain, subject to a policy or policies having a deductible not greater than \$25,000 on account of any one claim, professional errors and omissions insurance in an amount not less than \$1,000,000 per claim and annual aggregate with a \$25,000 deductible.

Certificates of insurance indicating that the Proposer has obtained such coverage, and if a copy of the Certificate of insurance is requested by the Owner, then a copy of the policies showing evidence of such coverage, shall be filed with the Owner prior to the commencement by the Proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers' compensation insurance coverage and professional errors and omissions, Owner is an additional named insured with respect to such coverage, shall indicate that such coverage is primary and is not contributory with any similar insurance purchased by the Owner, and shall contain a provision that such coverage shall not be canceled until at least thirty (30) days' prior written notice has been given to the Owner.

Suspension or Termination of Services:

The anticipated contract between the successful Proposer and the City can be terminated based on:

- a. City electing, in writing, not to exercise any of its option periods.
- b. Failure of the Proposer to perform based on the Proposer's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful Proposer. The successful Proposer shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. The successful proposer shall have the right to voluntarily terminate this agreement at any time upon thirty (30) days advance written notice to the City of its intention to terminate. The City of Kingsland shall have the right to terminate this agreement at will. All correspondence of this nature will be forwarded by certified or registered mail.
- d. Any termination of the successful Proposer's services shall not affect any right of the City against the successful Proposer than existing or which may thereafter occur. Any retention of payment of monies by the City due the successful Proposer will not release the successful Proposer from compliance with the Contract Documents.

Indemnification:

The successful Proposer will indemnify and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the City or any of their agents or employees, by any employee of the successful Proposer, directly or indirectly employed by him, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

Assignments:

The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

Laws and Regulations:

The successful Proposer's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall herewith report the same in writing to the City.

He shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.

Notice and Service Thereof:

- a. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in his proposal (or at such other office as the Contractor may from time to time designate to the City in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Administrator. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.

Changes in the Contract:

a. Changes in the Service

The City may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated by the issuance of a Contract Amendment.

The Contract Administrator, also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. The Contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Contractor believes that such order entitles him to a change in the

time or both, in which event he shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the City shall indicate this intent in a written notice to the Contractor.

b. Changes in Fee

The Fee shall be changed only by a mutual agreement by the Contractor and the City transmitted as a Contract Amendment. The Contractor shall, when required by the City, furnish to the City the method and justification used in computing the change in fee as related to the services ordered.

c. Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described in above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

Payments and Completion:

a. Application for Payment

The Contractor shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to Contract Technical Representative listed in paragraph 2 above.

b. Certificate for Payments

If the Contractor has made application for payment as above, the Contract Technical Representative will issue a Certificate for Payment to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a Certificate. After the Certificate for Payment has been issued, the Finance Department shall pay to the Contractor, within thirty (30) days, the amount covering services completed. No certificate for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

c. Failure of Payment

If the Contract Technical Representative should fail to approve an application for payment, through no fault of the Contractor, within seven (7) days after receipt from

the Contractor, or if the Finance Department should fail to pay the Contractor within thirty (30) days after receipt of a Certificate for Payment, then the Contractor shall receive interest on the balance due with the interest being one percent (1%) per month not to exceed three (3) months (3%). The City reserves the right to reject the Contract Technical Representative's certification of any request for payment by the Contractor without the accrual of interest.

d. Governing Document

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

e. Final Payment

Upon receipt of written notice from the Contractor that all contracted services are complete, the Contract Administrator will, within a reasonable time, review all services and reports. If the Contract Administrator finds the services and reports of the Contractor complete and acceptable in accordance with the provisions of the Contract Documents, he shall, within a reasonable time, direct the Finance Department that final payment be made. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

Contractor's Claim:

No claim for additional or other compensation beyond the Fees shall be allowable unless the Contractor makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

Contract Agreement Jurisdiction:

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, shall be brought in any court in Camden County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Camden County, Georgia, and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non-convenient or any similar basis.