



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • AUGUST 13, 2018

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

1. Pastor Matthew Pettus -

III. ROLL CALL

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

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 1. City Council - Regular Meeting - Jul 23, 2018 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

1. 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 -

The Clinic reports 66 individual employees and 25 dependents have visited the clinic for a total of 426 visits. Clinic representatives are available to answer any questions you may have. *Staff recommends approval.*

2. 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.

VII. PLANNING AND ZONING

1. Approval Of: 5' Side Variance -

Ms. Joyce Braun is requesting a 5' side setback variance to build a one car garage to take the place of an existing carport. Property is located at 149 W. Woodhaven Drive. Zoning is R-1. *Planning Commission recommends approval.*

2. Approval Of: Lake Victoria III Final Plat for 5.37 Acres, 11 Lots -

Preliminary Plat was previously approved by council in 2007. *Planning Commission recommends approval with an up-to-date sewer survey and letter of credit.*

3. Approval Of: Utility Easement Landing at Crooked River -

Utility Easement between City of Kingsland and BH Kingsland LLC (Landing at Crooked River) for sewer service to Walkabout Campground. *Planning Commission recommends approval.*

4. Approval Of: Variance for St. Vincent Health Clinic -

Reduction in signage setback to allow (1) directional ground sign with an overall height of 5' 6" to be installed near property entrances. This property is zoned C-3, located at 1375 E. King Avenue, Kingsland, GA 31548. *Planning Commission recommends approval.*

5. Approval Of: Variance for Evergreen Missionary Baptist Church -

Variance to allow (3) post and panel signs to be installed on the property. This parcel is zoned R-1, and is adjacent to 1365 Kinlaw Road, Kingsland, GA. 31548. *Planning Commission recommends approval.*

VIII. NEW BUSINESS

1. Approval Of: Bid Award for Water Tank Maintenance Services Including the Installation and Maintenance of PAX (Or Equivalent) Mixers for the Purpose of Improving Water Quality and Residual Control in Each Tank. -

Council awarded the Annual Water Tank Maintenance bid to Suez/Utility Services Inc. at the July 9th meeting, this award is for the installation of PAX Mixers in each tank for a one time cost of \$89,049.00. *Staff recommends SUEZ/Utility Service Co., Inc.*

2. Approval Of: 2018-2019 School Resource Officer Service Agreement - Police Chief Darryl Griffis

Service agreement between the City of Kingsland and Camden County Board of Education to provide for three (3) school resource officers, the contract amount reflects the requested increase to cover recent salary adjustments in the Police Department. *Staff recommends approval.*

3. Approval Of: 2018-2018 Watershed Monitoring Scope of Work and Budget -

Scope of Work and Budget for year four of the Watershed Protection Plan Monitoring submitted by Nutter & Associates to implement required 2018-2019 annual reporting pursuant to the approved February 2012 Watershed Protection Plan. *Staff recommends approval.*

4. Approval Of: Rental Agreement and Rate Structure for the Rental of City Facilities -

Council approved the rental of certain city facilities for public use on August 28, 2017. A survey of comparable private facility rental rates has been updated and the suggested city rental rates are included on the attached application form. *Staff recommends approval.*

IX. EXECUTIVE SESSION

1. Personnel Issue -

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

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.

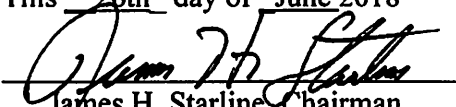
e.

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%

3rd Quarter	January					
	Nurse Encounters	93	26	19	12	150
	Provider Encounters	124	47	18	34	223
	Provider Consults	15	14	4	5	38
	Total	232	87	41	51	411
	February					
	Nurse Encounters	78	29	4	12	123
	Provider Encounters	114	32	10	13	169
	Provider Consults	14	7	3	0	24
	Total	206	68	17	25	316
	March					
	Nurse Encounters	92	23	10	11	136
	Provider Encounters	153	32	15	23	223
	Provider Consults	5	4	2	1	12
	Total	250	59	27	35	371
	Totals	688	214	85	111	1098
	Percentage of Total Clinic Utilization	62.66%	19.49%	7.74%	10.11%	100.00%
4th Quarter	April					
	Nurse Encounters	97	23	46	13	179
	Provider Encounters	115	24	7	26	172
	Provider Consults	1	0	2	0	3
	Total	213	47	55	39	354
	May					
	Nurse Encounters	133	18	33	9	193
	Provider Encounters	100	27	21	11	159
	Provider Consults	3	0	1	0	4
	Total	236	45	55	20	356
	June					
	Nurse Encounters	107	19	33	12	171
	Provider Encounters	99	19	3	14	135
	Provider Consults	0	0	0	0	0
	Total	206	38	36	26	306
	Totals	655	130	146	85	1016
	Percentage of Total Clinic Utilization	64.47%	12.80%	14.37%	8.37%	100.00%
Grand Totals	Total Encounters	2549	694	401	426	4070
	Overall Percentage of Total Clinic Utilization	62.63%	17.05%	9.85%	10.47%	100.00%

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:

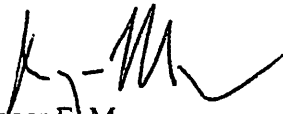
It is my understanding that the City currently treats bed and breakfasts and hotels as a single class for purposes of setting water and sewer rates and charges each based upon the number of rooms and actual consumption. It is also my understanding that the City is considering creating a separate class 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	\$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

Deleted: 01
Deleted: 2016-06

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.

Deleted: UPDATING
Deleted: RV/TRAVEL TRAILER PARK
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

Deleted: ¶
Deleted: RV/TRAVEL TRAILER PARK
RATE SCHEDULE PER METER:¶
¶
CONSUMPTION
Deleted: UNIT RATE HOTEL/MOTEL
Deleted: ¶
Deleted: 0
Deleted: 1

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.

Deleted: ¶

Deleted: RV/TRAVEL TRAILER PARK RATE SCHEDULE PER METER:¶

¶

Deleted: UNIT RATE HOTEL/MOTEL

Deleted: 0

Deleted: 1

Deleted: 0

- 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:

Deleted: ¶

(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

Deleted: ¶

Deleted: MOTEL, HOTEL, ¶ &

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:

Deleted: ¶

\$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.

Deleted: 1

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

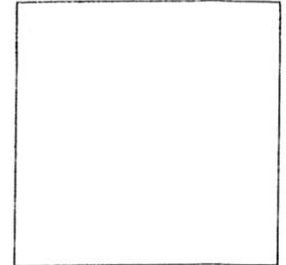
City of Kingsland
Water/Sewer Rates
Minimum Gallons Included in Base
Lodging Class
As of July 19, 2018

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.*

RECOMBINATION SURVEY FOR:
**WALKABOUT CAMPGROUND
 AND RV PARK**
 TAX PARCEL Nos. 093 004 & 093 041,
 3rd G.M.D., CAMDEN COUNTY, GEORGIA



LEGEND:
 1/4" = 100' (PLAN)
 1/4" = 100' (ELEV.)
 1/4" = 100' (AREA)
 1/4" = 100' (VOLUME)
 1/4" = 100' (PERIMETER)
 1/4" = 100' (DISTANCE)
 1/4" = 100' (ANGLE)
 1/4" = 100' (CURVATURE)
 1/4" = 100' (SLOPE)
 1/4" = 100' (ELEVATION)
 1/4" = 100' (AREA)
 1/4" = 100' (VOLUME)
 1/4" = 100' (PERIMETER)
 1/4" = 100' (DISTANCE)
 1/4" = 100' (ANGLE)
 1/4" = 100' (CURVATURE)
 1/4" = 100' (SLOPE)
 1/4" = 100' (ELEVATION)

- GENERAL NOTES:**
- 1) THE MAP OR PLAN IS BASED UPON THE SURVEY METHODS AND NO MEASUREMENTS WERE MADE.
 - 2) THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,000,000 FEET.
 - 3) THIS SURVEY WAS PERFORMED USING A TOPCON GTS-223 AND A TOPCON HIRSH PRO RM 025 SYSTEM.
 - 4) THE SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT.
 - 5) NO ATTEMPT WAS MADE TO DETERMINE ETCLOSURES OR ETCLOSURES OF ADJACENT PROPERTIES THAT MAY AFFECT THE SUBJECT PROPERTY.
 - 6) THERE MAY EXIST ADDITIONAL EASEMENTS NOT SHOWN HEREON.
 - 7) ALL IMPROVEMENTS NOT SHOWN.

REFERENCES:

- 1) PLAT BY PRYCE-BENNETT & ASSOCIATES FOR CARY SAMUEL DATED 8/9/2005 RECORDED IN PLAT BOOK #4, FILE 57-F OF THE CAMDEN COUNTY RECORDS.
- 2) PLAT BY HEURY & ASSOCIATES RECORDED IN PLAT BOOK #10, FILE 250 OF THE CAMDEN COUNTY RECORDS.
- 3) PLAT PREPARED BY THIS FIRM FOR TRUST U/M SENECA L. GROSS DATED 3/31/2004.
- 4) TAX RECORDS FOR WALKABOUTCAMPGROUND.COM (ACCESSION 12/20/2010).
- 5) PLAT PREPARED BY THIS FIRM FOR KING GEORGE IN PARK 12/20/2010.

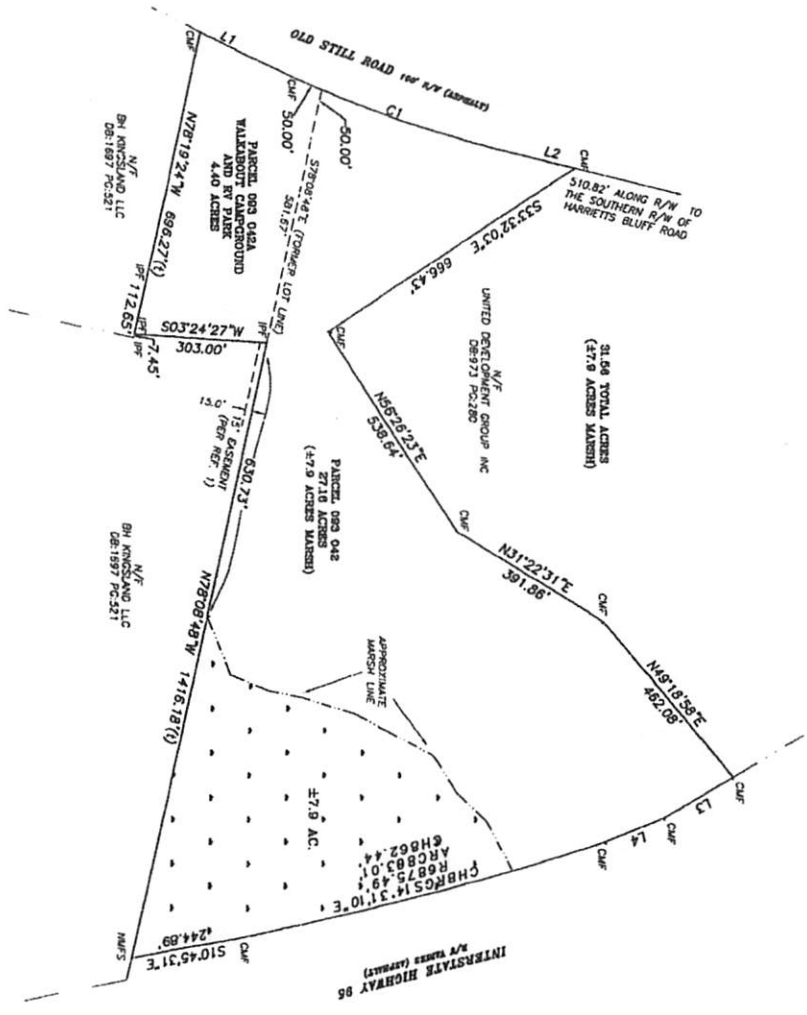
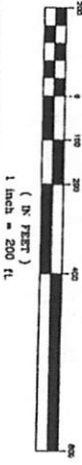
LINE TABLE:

LINE	BEARING	DISTANCE
1	N 67° 01' 01" E	134.44
2	N 10° 00' 00" E	118.50
3	S 89° 59' 59" W	145.40

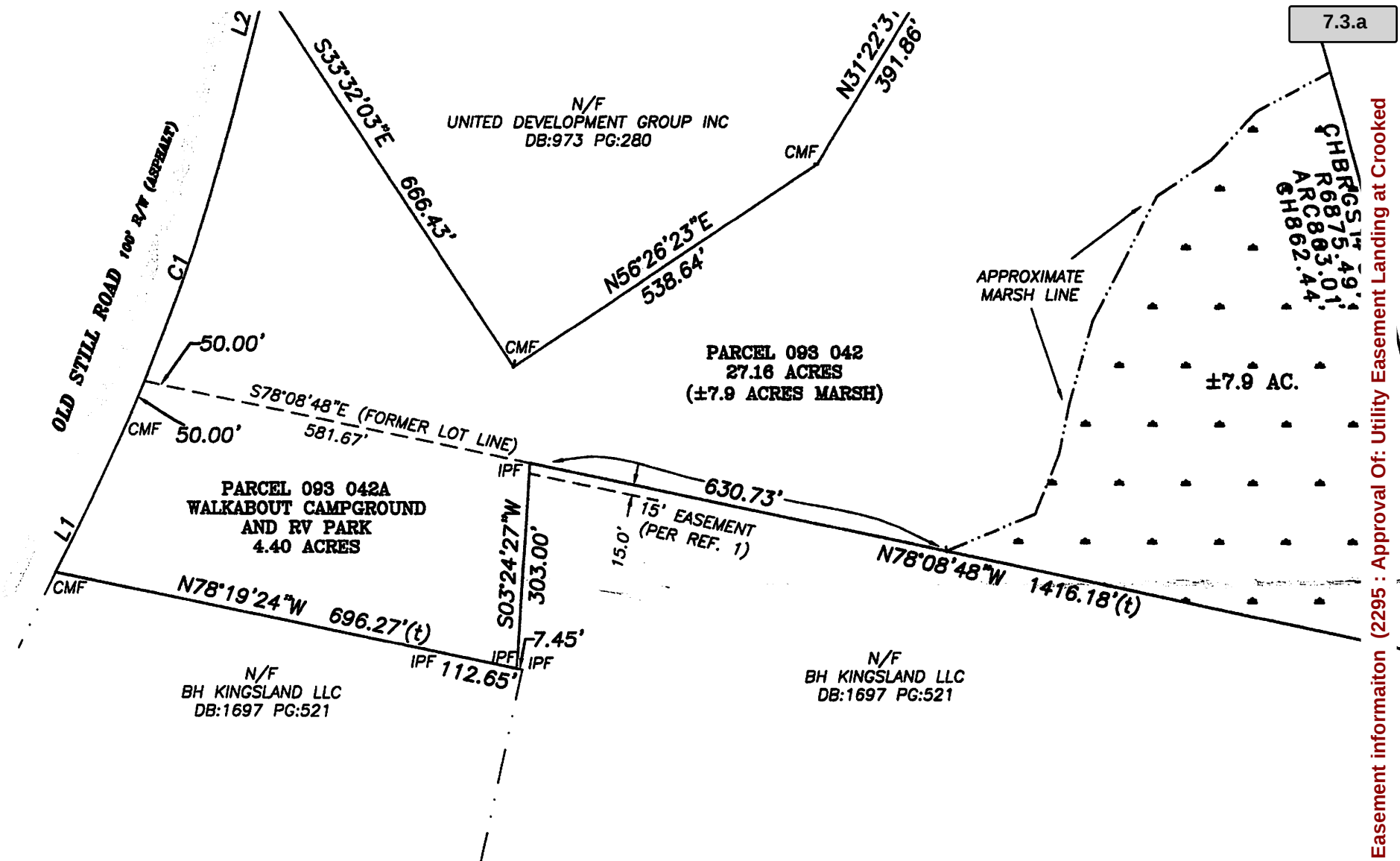
CURVE TABLE:

CURVE	BEARING	ANGLE	LENGTH	CHORD	AREA
1	N 67° 01' 01" E	90° 00' 00"	134.44	134.44	134.44
2	N 10° 00' 00" E	90° 00' 00"	118.50	118.50	118.50
3	S 89° 59' 59" W	90° 00' 00"	145.40	145.40	145.40

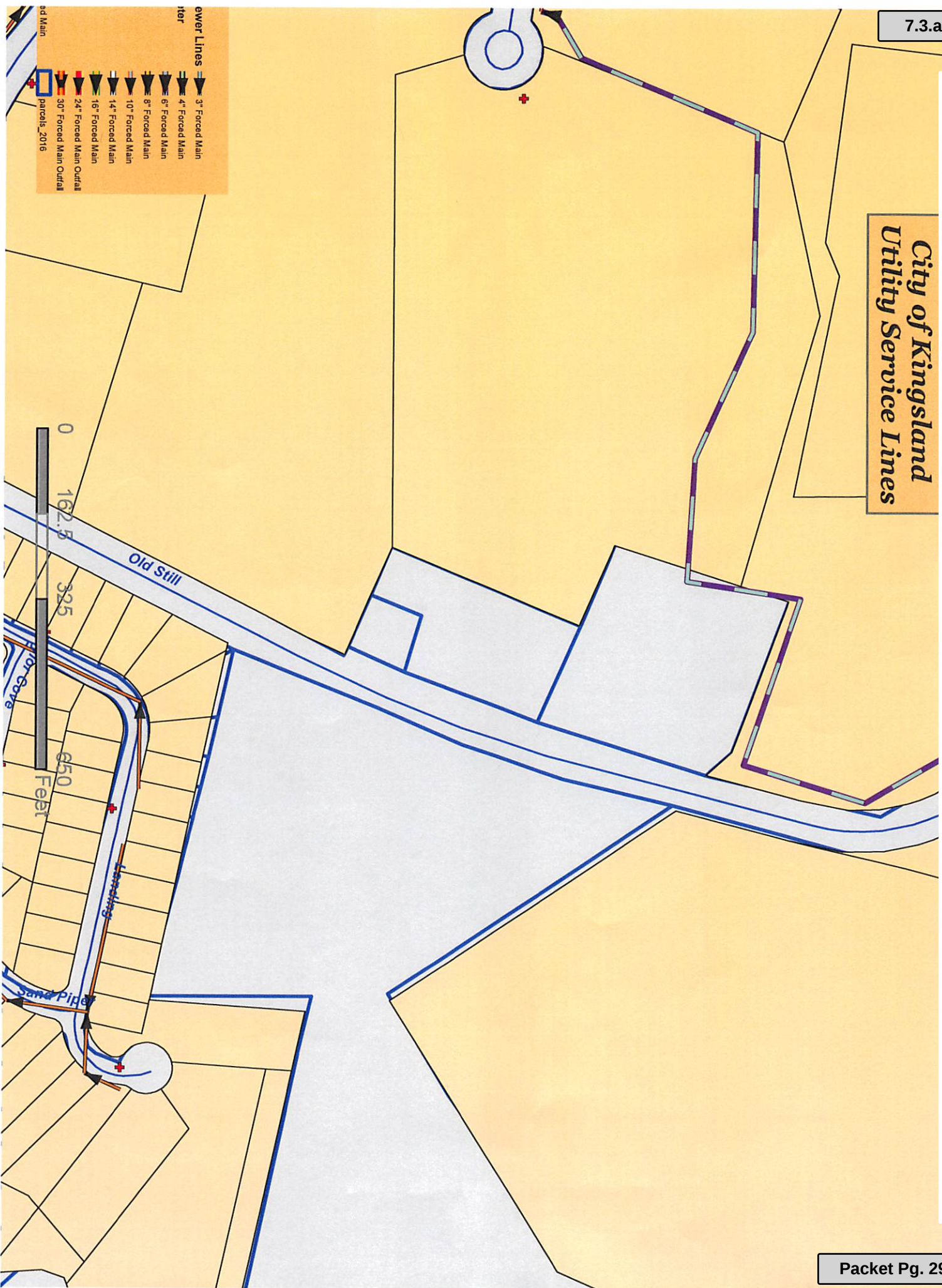
GRAPHIC SCALE



CUMBERLAND
SURVEYORS
 350 CAMDEN AVENUE
 CAMDEN, GA 30705
 (706) 596-4811
 FAX: (706) 596-4811
 DATE: 1/1/17
 SHEET: 2/20
 JOB: 10087 REV 1 T = 200



**City of Kingsland
Utility Service Lines**



APPLICATION FOR VARIANCE
Kingsland, Georgia



Read Part A completely. Then answer each item in Part B. Please print or type. Do not write in Part C. The Building Inspector or Planning Director will help you, if necessary. You must file this application and all required materials with the Planning Director at least 26 days before the Planning Commission meeting at which it will be considered.

FEE: Residential - \$100.00, Commercial \$125.00

PART A---GENERAL INFORMATION

You are encouraged to read the appropriate sections of the Kingsland Land Development Ordinance as they pertain to zoning variances or subdivision variances. Since zoning variances are much more common and require a public hearing, they are the only ones described in the Kingsland Land Development Ordinance

A variance is a "loosening" of the requirements of the Zoning Ordinance to relieve a hardship. A variance can only be granted because of a hardship beyond your control is being created by a dimensional requirement—that is, one dealing with distance, area, height, or some other dimension of your land or building. For example, you own a lot and wish to build a house on it. It is zoned "R-1, Single Family Residential", but it is too narrow to meet the building setback requirements. You are prevented, therefore, from building your house unless you get a variance from the Planning Commission that lets you build closer to your side property lines. Please note that a variance does not allow you to start a new use in a zoning district where it is presently not permitted. In other words, you could not put a grocery store in a residential neighborhood.

Once you have filed a complete application with the Planning and Development Director, he will advertise your request in the newspaper and send a letter to your neighbors. The Planning Commission will then hold a public hearing. At the meeting, you will tell the Planning Commission why you need the variance and your neighbors may ask questions and make comments. The Planning Commission will then make a recommendation to the City Council about the variance. The City Council will make final determination; generally the 2ND Monday of the month. The variance is valid for 1 year.

PART B---APPLICANT ONLY

1. This is an application asking the Kingsland Planning Commission to grant a variance from the requirements of Section(s) 120.5 & 120.7 of the Kingsland Land Development Ordinance.
2. Your Name DALTON SIGNS INC. (KEVIN DALTON OR RENEE VILA)
 Phone (912) 576-5858
 Address 1010 N. Lee Street
KINGSland, GA 31548
3. Location of Property:
 Street 1375 E. KING AVE., KINGSland, GA 31548
 Parcel No. 107P 003A Lot No. N/A
4. This land is zoned: () R-1 () R-2 () R-3 () R-4 () MH () PD () C-1 () C-2
 (✓) C-3 () C-4 () I-L

5. Please describe the type of variance you need. (Example: Reduction of front yard setback from 35 feet to 13 feet):

Reduction in signage setback to allow (1) directional ground sign with an overall height of 5'6" to be installed near property entrances.

6. All the following points must apply to your situation for the variance to be granted. Describe how you meet each "test":

A. Special conditions or circumstances over which I have no control affect my property.

Unique Easement on property creates hardship for location of directional signs. Requested location do not hinder visibility of Right of Way. Directionals needed for flow of traffic as an effort to prevent hazards as drivers look for entrances.

B. Because of this situation, I do not have the same property rights as my neighbors or as other property owners in the same zoning district do.

Hotels and fast food chains in the area all have directional signs at entrances and/or exits for traffic control and property identification. Ascension assumes all financial responsibility in the event sign must be relocated due to utility changes.

C. The variance would not significantly defeat the purposes of any city plan, policy, ordinance, or regulation, nor would it interfere with my neighbors use of their property.

No rules or regulations are rendered and or defeated by allowing directional sign to be installed on this property. Directionals will benefit traffic control & property entrance identification.

D. This is the minimum variance which would relieve my hardship.

Allowance of (1) 5'6" directional ground sign to be installed on property at 5' setback.

7. In the case of a zoning variance, attach these to this application:

- A simple map showing the location of the property, its dimensions, location of existing and proposed structures, and the nearest public road.

8. Signed Renee Vifai Date 6/29/2018

PART C---COMMUNITY PLANNING & DEVELOPMENT DIRECTOR ONLY



Summary

Parcel Number 107P 003A
Location Address 1375 E KING AVE
Legal Description Comm (mixed)/L A-1 HOSPITALITY PLACE COMM PRK
 (Note: Not to be used on legal documents)
Class C3-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District KINGSLAND (District 02)
Millage Rate 37.94
Acres 0.87
Homestead Exemption No (S0)
Landlot/District N/A

[View Map](#)



Owner

JONES MARVIN P
 POST OFFICE BOX 1163
 SAINT MARYS, GA 31558

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
COM	Commercial - 95 Interchange	Acres	37,897	128	280	0.87	0

Commercial Improvement Information

Description Medical Office Bldg-D
Value \$450,807
Actual Year Built 2002
Effective Year Built
Square Feet 4998
Wall Height 8
Wall Frames Wood
Exterior Wall Stucco
Roof Cover Galvanized Metal
Interior Walls Sheetrock
Floor Construction Reinforced Concrete
Floor Finish Carpet/Vinyl Tile
Ceiling Finish Acoustical Tile
Lighting Recessed F.F.
Heating Cent. Htg. & A.C.
Number of Buildings 1

Description Office Buildings-D
Value \$161,632
Actual Year Built 2002
Effective Year Built
Square Feet 2280
Wall Height 8
Wall Frames Wood
Exterior Wall Stucco
Roof Cover Galvanized Metal
Interior Walls Sheetrock
Floor Construction Reinforced Concrete
Floor Finish Carpet/Vinyl Tile
Ceiling Finish Acoustical Tile
Lighting Recessed F.F.
Heating Cent. Htg. & A.C.
Number of Buildings 1

Description Medical Office Bldg-D
Value \$218,541
Actual Year Built 2002

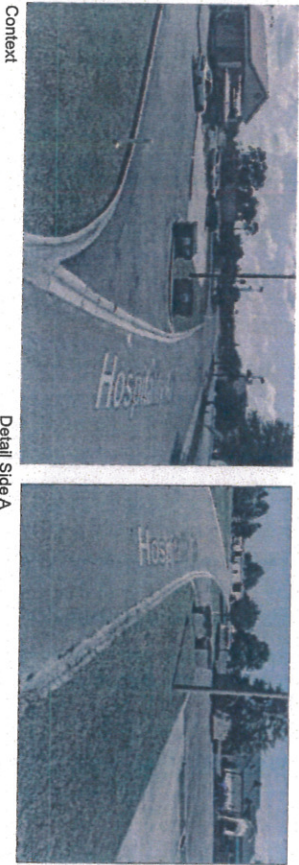
Attachment: St Vincent Variance (2297 : Approval Of: Variance for St. Vincent Health Clinic)

Sign Recommendation

Existing	
Sign Type:	XX
Quantity:	XX
Location:	XX
Illumination:	XX
Approx. Size:	XX
H:	XX-XX"
W:	XX-XX"
OAH:	XX-XX"
HOG:	XX-XX"
Comment:	XX
Action:	XX
Make Good:	XX

Recommended	
Sign Type:	Monument
Sign Code:	MON.21
Quantity:	1
Attachment:	base
Illumination:	Recommend Non-illuminated
Approx. Size:	
H:	5' - 6'
W:	3' - 9'
OAH:	6'-0"
Comment:	

This sign will require a variance







June 25, 2018

The City of Kingsland
Attn: James George, Building Official
107 South Lee Street
Kingsland GA 31548

Dear Mr. George:

We are very excited about being a new member of the Kingsland business community. As you are aware, Ascension St. Vincent's has recently opened a Health Center located at 1375 King Avenue. We are in the process of applying for a variance for a small monument sign to be located at the rear entrance of our property off Hospitality Avenue to better assist our patients with locating the appropriate entrance to our facility.

This letter will clarify that Ascension will assume full financial responsibility for the monument sign should the following occur: (1) if there is a need to remove and relocate the sign due to utility changes, (2) if The City of Kingsland is in an emergency state and during the response, caused damage to the sign, Ascension will not hold the City of Kingsland liable for repairs or replacement.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads 'William R. Mayher'.

William R. Mayher
Chief Operating Officer

APPLICATION FOR VARIANCE
Kingsland, Georgia



Read Part A completely. Then answer each item in Part B. Please print or type. Do not write in Part C. The Building Inspector or Planning Director will help you, if necessary. You must file this application and all required materials with the Planning Director at least 26 days before the Planning Commission meeting at which it will be considered.

FEE: Residential - \$100.00, Commercial \$125.00

PART A---GENERAL INFORMATION

You are encouraged to read the appropriate sections of the Kingsland Land Development Ordinance as they pertain to zoning variances or subdivision variances. Since zoning variances are much more common and require a public hearing, they are the only ones described in the Kingsland Land Development Ordinance

A variance is a "loosening" of the requirements of the Zoning Ordinance to relieve a hardship. A variance can only be granted because of a hardship beyond your control is being created by a dimensional requirement—that is, one dealing with distance, area, height, or some other dimension of your land or building. For example, you own a lot and wish to build a house on it. It is zoned "R-1, Single Family Residential", but it is too narrow to meet the building setback requirements. You are prevented, therefore, from building your house unless you get a variance from the Planning Commission that lets you build closer to your side property lines. Please note that a variance does not allow you to start a new use in a zoning district where it is presently not permitted. In other words, you could not put a grocery store in a residential neighborhood.

Once you have filed a complete application with the Planning and Development Director, he will advertise your request in the newspaper and send a letter to your neighbors. The Planning Commission will then hold a public hearing. At the meeting, you will tell the Planning Commission why you need the variance and your neighbors may ask questions and make comments. The Planning Commission will then make a recommendation to the City Council about the variance. The City Council will make final determination; generally the 2ND Monday of the month. The variance is valid for 1 year.

PART B---APPLICANT ONLY

1. This is an application asking the Kingsland Planning Commission to grant a variance from the requirements of Section(s) 120.7 of the Kingsland Land Development Ordinance.
2. Your Name DALTON SIGNS INC. (PENNIE DOCZY OR RENCE VILA)
 Phone (912) 576-5858
 Address 610 N. LEE STREET
KINGSLAND, GA 31548
3. Location of Property: ADJACENT PROPERTY.
 Street NO PHYSICAL FOR THIS PARCEL - 1305 KINLAW RD
 Parcel No. 093 001P Lot No. N/A
4. This land is zoned: () R-1 () R-2 () R-3 () R-4 () MH () PD () C-1 () C-2
 () C-3 () C-4 () I-L

5. Please describe the type of variance you need. (Example: Reduction of front yard setback from 35 feet to 13 feet):

ALLOWANCE OF (3) POST & PANEL SIGNS TO BE INSTALLED ON PARCEL.

6. All the following points must apply to your situation for the variance to be granted. Describe how you meet each "test":

A. Special conditions or circumstances over which I have no control affect my property.

MAIN ROADWAY IS HARRIETT'S BLUFF RD, & PROJECTED AUDIENCE SHOULD BE ABLE TO SEE SIGNAGE FROM BOTH DIRECTIONS OF HARRIETT'S BLUFF RD AS WELL AS KINLAW ROAD FOR DIRECTIVE & DIRECTIONAL PURPOSES.

B. Because of this situation, I do not have the same property rights as my neighbors or as other property owners in the same zoning district do.

HARBOR WORSHIP CENTER HAS (3) POST & PANEL SIGNS WITH GRAPHICS THAT ARE CHANGED REGULARLY TO ADVERTISE THEIR CURRENT SCRIPTURES AND/OR ACTIVITIES.

C. The variance would not significantly defeat the purposes of any city plan, policy, ordinance, or regulation, nor would it interfere with my neighbors use of their property.

SIGNS ARE SPECIFICALLY FOR DIRECTIONAL PURPOSES & IDENTIFICATION OF PARCEL OWNERSHIP MINISTRIES. NO NEIGHBORS, CITY PLAN, POLICIES OR ORDINANCE WILL BE DEFEATED BY ALLOWANCE OF (3) SIGNS.

D. This is the minimum variance which would relieve my hardship.

ALLOWANCE OF (3) 4'x8 POST & PANEL GROUND SIGNS FOR DIRECTIONAL USE & PROPERTY IDENTIFICATION.

7. In the case of a zoning variance, attach these to this application:

- A simple map showing the location of the property, its dimensions, location of existing and proposed structures, and the nearest public road.

8. Signed Renee Vifa Date 6/29/2018

PART C---COMMUNITY PLANNING & DEVELOPMENT DIRECTOR ONLY

1. Date complete application filed _____
2. List of attachments: ☐ Simple map ☐ Final plat ☐ None
☐ Preliminary plat ☐ Other
3. Public hearing (If zoning variance):
Date Applicant notified: _____
Date hearing advertised: _____
Date hearing held: _____
4. Planning Commission ☐ Approved ☐ Denied: Conditions of approval or reasons for denial

5. City Council ☐ Approved ☐ Denied: Conditions of approval or reasons for denial

6. Date Applicant notified of final action: _____

PROPOSED
SIGNS

CAMPUS OF EMBC MINISTRIES

WEBSITE: WWW.EMBCMINISTRIES.COM

EMAIL: EVERGREENMBC2@TDS.NET

PHONE: (912) 729-3211

YOUR ORDER IS ON HOLD UNTIL THIS PROOF SHEET IS RETURNED WITH A SIGNATURE.

*NOTE: COLORS ON YOUR SCREEN MAY NOT EXACTLY MATCH PRINTED PRODUCT.



© 2016 Dalton Signs Inc.
This design is the sole property of Dalton Signs Inc. and may not be used, or duplicated in any form without the expressed written permission of Dalton Signs Inc. This drawing was created to assist you in visualizing your sign criteria. We cannot guarantee exact matches due to various materials used. Finished dimensions may vary slightly on any illustration.

CLIENT: JAMES BRADLEY
CITY/STATE: WOODBINE, GA
CONTACT: PENNIE

DATE: 4/20/2018
ESTIMATE/ORDER #: 27623
DESIGNER: RV

PROOF#
\\artmain\art\evergreen missionary baptist church\2018\Post and Panel Signs

CUSTOMER ASSUMES FINANCIAL RESPONSIBILITY OF ANY DESIGN FEES INCURRED ON CUSTOMER'S BEHALF IN THE EVENT THAT CUSTOMER DECIDES NOT TO FOLLOW THROUGH WITH PRODUCTION OF PRODUCT.

TWO CHANGES REQUESTED BEFORE ADDITIONAL DESIGN FEES ARE INCURRED

thorize Dalton Signs to begin production on this project. I agree the colors, spelling, layout, verbiage, numbers, punctuation, and positioning are EXACTLY AS I REQUEST AND ACCEPT FINANCIAL RESPONSIBILITY for the production of this product as illustrated.

Letter Visibility Chart	
Viewing Distance	Min. Letter Height
100ft	4"
250ft	10"
350ft (city block)	16"
500ft	22"
750ft	33"
1000ft	43"

COLORS	
☐	COLOR
☐	COLOR
☐	COLOR
☐	COLOR
☐	COLOR

7.5.a

PROPOSED SIGN LOCATION





Evergreen Parcel
FOR SIGNS

Summary

Parcel Number 093001P
Location Address
Legal Description V/L CORNER OF KINLAW RD & HARRIETTS BLUFF RD
 (Note: Not to be used on legal documents)
Class A5-Agricultural
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District KINGSLAND (District 02)
Millage Rate 37.94
Acres 7.74
Homestead Exemption No (\$0)
Landlot/District N/A

[View Map](#)



Owner

EVERGREEN MISSIONARY BAPTIST CHURCH
 POST OFFICE BOX 2035
 KINGSLAND, GA 31548

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Woodlands	Rural	7	4.84
RUR	Open Land	Rural	7	2.9

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
8/10/2016	1821 63		\$150,700	Multiple Parcels - Arms Length	J E GROSS LLC ETAL	EVERGREEN MISSIONARY BAPTIST CHURCH
3/15/2013	1663 348	1663 352	\$0	Trade/Exchange	CAMDEN COUNTY JOINT DEV AUTH	J E GROSS LLC ETAL
2/16/2006	239 676		\$0	Family	GROSS JACK L SR & JAMES E & SI	J E GROSS LLC ETAL
2/16/2006	1239 722		\$0	Family	GROSS JACK L SR & JAMES E &	J E GROSS LLC ETAL
2/16/2006	1239 699		\$0	Family	GROSS JACK L SR & JAMES E &	J E GROSS LLC ETAL
9/15/2005	1183 387		\$0	Family	GROSS	GROSS JACK L SR & JAMES E & SIDNEY L JR

Valuation

	2018	2017
Previous Value	\$18,685	\$0
Land Value	\$18,685	\$18,685
+ Improvement Value	\$0	\$0
+ Accessory Value	\$0	\$0
= Current Value	\$18,685	\$18,685

Photos

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Assessment Notices, Sketches.

Attachment: Evergreen Variance (2298 : Approval Of: Variance for Evergreen Missionary Baptist Church)



Evergreen Parce L
w/ PHYSICAL ADDRESS

Summary

Parcel Number 093 001C
Location Address 1365 KINLAW RD
Legal Description CHURCH/L PORT OF GROSS TRACT
(Note: Not to be used on legal documents)
Class E2-Exempt
(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District KINGSLAND (District 02)
Millage Rate 37.94
Acres 5
Homestead Exemption No (\$0)
Landlot/District N/A

[View Map](#)



Owner

EVERGREEN MISSIONARY BAPTIST CHURCH
POST OFFICE BOX 2035
KINGSLAND, GA 31548

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	5

Commercial Improvement Information

Description Church w/Sunday School Rms-C
Value \$1,015,521
Actual Year Built 1997
Effective Year Built
Square Feet 15102
Wall Height 10
Wall Frames
Exterior Wall
Roof Cover
Interior Walls
Floor Construction
Floor Finish
Ceiling Finish
Lighting
Heating
Number of Buildings 1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/1/1997	625 543		\$0	Non-Market	CHURCH-EVERGREEN BAP	CHURCH-EVERGREEN MIS
4/1/1993	482 15		\$25,000	Non-Market		CHURCH-EVERGREEN BAP
			\$0	Non-Market		GROSS, JACK L ETAL

Valuation

	2018	2017	2016
Previous Value	\$1,051,476	\$1,117,419	\$1,117,419
Land Value	\$35,955	\$35,955	\$35,955
+ Improvement Value	\$1,015,521	\$1,015,521	\$1,081,464
+ Accessory Value	\$0	\$0	\$0
= Current Value	\$1,051,476	\$1,051,476	\$1,117,419

Photos

Sketches

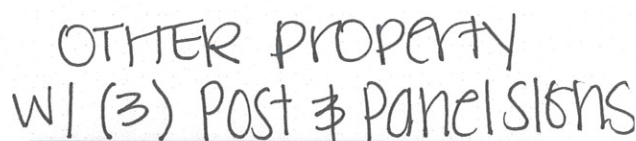
Attachment: Evergreen Variance (2298 : Approval Of: Variance for Evergreen Missionary Baptist Church)

4 PARCELS OWNED BY
EVERGREEN MISSIONARY
BAPTIST CHURCH

7.5.a



Attachment: Evergreen Variance (2298 : Approval Of: Variance for Evergreen Missionary Baptist Church)



Parcel Number	070 055B
Location Address	140 COLERAIN RD
Legal Description	Comm (Church)/L TRACT 1 & 2 UNION CAMP TRACT (Note: Not to be used on legal documents)
Class	E2-Exempt (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	KINGSLAND (District 02)
Millage Rate	37.94
Acres	28.8
Homestead Exemption	No (\$0)
Landlot/District	N/A



HARBOR WORSHIP CNTR CHURCH OF GOD INC
140 COLERAIN ROAD
KINGSLAND, GA 31548

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
RES	Commercial - County	Acres	1,036,728	0	0	28.8	0

Description	Churches-S
Value	\$1,215,124
Actual Year Built	2013
Effective Year Built	
Square Feet	13180
Wall Height	10
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving - Asphalt	2013	250x200 / 0	0	\$85,500

Permit Date	Permit Number	Type	Description
11/15/2016	160363	ACCESSORY	Nothing there? TAKEN FROM GREEN SHEETS WEEK ENDING 11/25/2016-CM
01/07/2013	130006	NEW CONSTRUCT	

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/25/2010	1533 419		\$0	Non-Market	CHURCH-KINGSLAND CHURCH OF GOD	CHURCH-HARBOR WORSHIP CENTER CHURCH-
7/31/2007	1373 605	1 151D	\$328,000	Land Market Sale	MILLER CHARLES C JR	CHURCH-KINGSLAND CHURCH OF GOD

HARBOR WORSHIP CENTER POST & PANEL SIGNS AERIAL



HARBOR WORSHIP CENTER



SIGN 2



SIGN 1



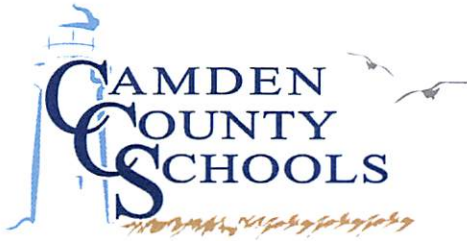
SIGN 2

Attachment: Evergreen Variance (2298 : Approval Of: Variance for Evergreen Missionary Baptist Church)

Bid Tabulation
Water Tank Maintenance with Mixers
RFP #COK 18-020

Vendor	Annual Tank Maintenance	Cost of Mixers (One Time Cost)	Total Cost over 15 Year Term
SUEZ/Utility Services	\$60,646.20	\$89,049.00	\$998,742.00
American Tank Maintenance	\$78,301.40	\$78,859.00	\$1,253,380.00
Southern Corrosion, Inc.	\$87,719.53	\$134,160.00	\$1,449,953.00

Request for Proposal was also advertised on GMA and City of Kingsland websites.



311 South East Street
Kingsland, GA 31548

Telephone: (912) 729-5687
Fax: (912) 729-1489

Dr. William C. Hardin, Superintendent

Contracted Services Agreement

Name of Individual or Business: City of Kingsland

Address: P.O. Box 250 Kingsland, GA 31548

Social Security/Tax Identification Number: 58-6000-601

Date(s) of Service: (list individual dates) July 1, 2018 – June 30, 2019

Type of Service Provided: (3) School Resource Officer

Contracted Service Fee Structure:

Flat Rate: Total Flat rate: _____

OR

Hourly rate: Total based on hourly rate: _____

Hourly rate calculation: (# of days ____ X # of hours ____ X hourly rate ____ = ____)

OR

Other Fee Structure (Explain) Not to Exceed = Total Other \$131,929.00

Total \$131,929.00

CONTRACTOR'S SIGNATURE Date

ADMINISTRATOR'S SIGNATURE Date

SUPERINTENDENT'S SIGNATURE Date

Accounting Code: <u>100-2600-9990-2600-000-20-21-0000-559500-00000</u>	<u>\$91,036.00</u>
<u>100-2600-9990-2600-000-31-21-0000-559500-00000</u>	<u>\$40,893.00</u>

TRS Approval: ____ Not Applicable ____ Granted ____ Not Granted

ASSISTANT SUPERINTENDENT FOR HUMAN RESOURCES AND OPERATIONS Date

Board Members:

Jane Brown, Chairperson · Herbert Rowland, Vice-Chairperson
Mark Giddens · Jimmy Coffel · Jason Chance

City of Kingsland, GA
School Resource Officers' Salary Package 2018-2019

Annual	Brown High School SRO	McGrew 9th Grade SRO	Flower Middle School SRO
Salary	\$ 40,747	\$ 37,627	\$ 37,253
Estimated Overtime	\$ -	\$ -	\$ -
FICA (7.65%)	\$ 3,117	\$ 2,878	\$ 2,850
Workers Comp(5.50%)	\$ 2,241	\$ 2,069	\$ 2,049
Retirement (11.88%)	\$ 4,841	\$ 4,470	\$ 4,426
Health Benefits	\$ 7,960	\$ 90	\$ 137
Life Insurance Benefits	\$ 88	\$ 88	\$ 88
Subtotal	\$ 58,994	\$ 47,223	\$ 46,802
3% Salary Contingency	\$ 1,222	\$ 1,129	\$ 1,118
Total Salary + Benefits	\$ 60,216	\$ 48,352	\$ 47,920
Billing Rate	\$ 28.95	\$ 23.25	\$ 23.04
Estimated SRO Hours	1,900	1,550	1,775
Total SRO Billable	\$ 55,005	\$ 36,031	\$ 40,893
Contract Amount (not to exceed)	\$131,930		



311 South East Street
Kingsland, GA 31548

Telephone: (912) 729-5687
Fax: (912) 729-1489

Dr. William C. Hardin, Superintendent

Contracted Services Agreement

Name of Individual or Business: City of Kingsland

Address: P.O. Box 250 Kingsland, GA 31548

Social Security/Tax Identification Number: 58-6000-601

Date(s) of Service: (list individual dates) July 1, 2018 – June 30, 2019

Type of Service Provided: (3) School Resource Officer

Contracted Service Fee Structure:

Flat Rate: Total Flat rate: _____

OR

Hourly rate: Total based on hourly rate: _____

Hourly rate calculation: (# of days ____ X # of hours ____ X hourly rate ____ = ____)

OR

Other Fee Structure (Explain) Not to Exceed = Total Other \$131,929.00

Total \$131,929.00

CONTRACTOR'S SIGNATURE Date

ADMINISTRATOR'S SIGNATURE Date

SUPERINTENDENT'S SIGNATURE Date

Accounting Code:	<u>100-2600-9990-2600-000-20-21-0000-559500-00000</u>	<u>\$91,036.00</u>
	<u>100-2600-9990-2600-000-31-21-0000-559500-00000</u>	<u>\$40,893.00</u>

TRS Approval: ____ Not Applicable ____ Granted ____ Not Granted

ASSISTANT SUPERINTENDENT FOR HUMAN RESOURCES AND OPERATIONS Date

Board Members:

Jane Brown, Chairperson · Herbert Rowland, Vice-Chairperson
Mark Giddens · Jimmy Coffel · Jason Chance

City of Kingsland, GA
School Resource Officers' Salary Package 2018-2019

Annual	Brown High School SRO	McGrew 9th Grade SRO	Flower Middle School SRO
Salary	\$ 40,747	\$ 37,627	\$ 37,253
Estimated Overtime	\$ -	\$ -	\$ -
FICA (7.65%)	\$ 3,117	\$ 2,878	\$ 2,850
Workers Comp(5.50%)	\$ 2,241	\$ 2,069	\$ 2,049
Retirement (11.88%)	\$ 4,841	\$ 4,470	\$ 4,426
Health Benefits	\$ 7,960	\$ 90	\$ 137
Life Insurance Benefits	\$ 88	\$ 88	\$ 88
Subtotal	\$ 58,994	\$ 47,223	\$ 46,802
3% Salary Contingency	\$ 1,222	\$ 1,129	\$ 1,118
Total Salary + Benefits	\$ 60,216	\$ 48,352	\$ 47,920
Billing Rate	\$ 28.95	\$ 23.25	\$ 23.04
Estimated SRO Hours	1,900	1,550	1,775
Total SRO Billable	\$ 55,005	\$ 36,031	\$ 40,893
Contract Amount (not to exceed)	\$131,930		



360 Hawthorne Lane
Athens, GA 30606-2152
P (706) 354-7925
F (706) 354-7928
www.NutterInc.com

July 27, 2018

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

Subject: Scope of Work and Budget, Year 4 Watershed Protection Plan Monitoring, City of Kingsland, Proposal No. 18-081.

Dear Mr. Spell:

Nutter & Associates (NAI) is pleased to submit this Scope of Work (SOW) and budget to implement required 2018 – 2019 (Year 4) annual reporting pursuant to the approved February 2012 Watershed Protection Plan (WPP). Based upon previous monitoring years, NAI has developed a cost proposal for the Year 4 monitoring required to complete the WPP implementation.

As a part of the Georgia Environmental Protection Division (EPD) WPP guidance, as presented in the city's WPP, water quality and bacteriological monitoring are required annually at six stations, while biological monitoring (macroinvertebrates only) is required two years out of every five-year period at two stations. Based upon previous monitoring, NAI will be responsible for conducting all biological sampling (bioassessments) and the development of the annual status report. Bioassessments were conducted during the previous monitoring period and are not included as part of this Scope of Work as the next sampling is to be completed in Year 6 (2020 – 2021). City personnel will be responsible for conducting the dry and wet weather and bacteriological sampling events and the associated laboratory analysis. The attached Figure 1 presents the location of the six monitoring stations. A breakdown of the WPP monitoring requirements are included below.

Watershed Protection Plan Monitoring Requirement	Monitoring Year			
	Year 4: 2018-19	Year 5: 2019-20	Year 6: 2020-21	Year 7 2021-22
Water Quality (6 Stations)				
3 dry weather & 1 wet weather event	✓	✓	✓	✓
2 bacteriological geometric mean determinations (8 individual sample events)	✓	✓	✓	✓
Biological Monitoring (2 Stations)				
Benthic macroinvertebrate communities			✓	
Annual Report (due June 30)	✓	✓	✓	✓

Lee Spell
City of Kingsland
July 27, 2018
Page 2

This Scope of Work includes the preparation of the annual status report in June 2019 and associated data analysis. NAI will adhere to all applicable guidance and Standard Operating Procedures (SOP) provided in the GA EPD Watershed Protection Plan guidance. We will prepare an annual status report for submittal to GA EPD no later than June 30, 2019. The annual status report will detail progress of the implementation schedule outlined in the Watershed Protection Plan, status and results of water quality monitoring, and future scheduling of water quality and biological monitoring events. For your benefit, below is a summary of the required effort in implementing the WPP monitoring for both the City and NAI.

Water Quality Sampling

Dry and wet weather and bacteriological monitoring events will be the responsibility of Kingsland personnel. Additionally, all associated water quality laboratory analysis, including three dry weather, one wet weather, and two bacteriological geometric determinations will be the responsibility of the city. Dry weather water quality events will be collected as grab samples and should occur at least 60 days apart. The suggested criterion for dry weather events is a period of at least 72 hours since the last rainfall of 0.1 inches or greater. *In-situ* water quality measurements, including water and air temperature, dissolved oxygen (percent saturation and mg/L), pH, salinity, and specific conductivity, will be conducted in conjunction with each dry, wet, and bacteriological water quality grab sample event.

Wet weather water quality sampling will also be the responsibility of Kingsland personnel. In accordance with EPD criteria, wet weather water quality samples will be conducted as a composite of a series of sub-samples collected over the complete hydrograph of a storm event with total precipitation of at least 0.2 inches. The beginning of the storm event sampling will occur at least 72 hours after the previous storm event. Collection of sub-samples that will form the composite sample will begin during the early rising limb of the hydrograph and will continue for a minimum of three samples into the falling limb of the hydrograph. *In-situ* water quality measurements will be measured for each sub-sample during the wet weather water quality event. When possible, wet weather events will be conducted during summer months (May to October) to assess water quality during "critical conditions" (low flow, high temperature). However, due to unpredictable timing, duration, and intensity associated with convective storms that are typical during summer months in the Kingsland area, sampling during critical conditions may not be possible.

The City of Kingsland will be responsible for the collection of the two bacteriological geometric mean sample events (consisting of eight individual samples). Georgia EPD requires that bacteriological density data for fecal coliform and *Escherichia coli* (*E. coli*) or *Enterococcus* bacteria be collected as a geometric mean based on at least four samples collected within a 30-day period at intervals not less than 24 hours. A minimum of two geometric means are required for the period from May to October. Samples will be collected on a regular schedule on the same day of the week over a four-week period (i.e., every Monday for four weeks) regardless of the weather conditions. *In-situ* water quality measurements will be conducted in conjunction with each bacteriological grab sample event. In accordance with EPD protocols, all water quality stations on the attached Figure 1 will be sampled for fecal coliform. Tidally influenced stations shall be sampled for *Enterococcus* (stations HC01, CR02, LCC01, and MC01) while the remaining stations shall be sampled for *E. coli* (stations CB01 and GB01) (Figure 1).

Lee Spell
City of Kingsland
July 27, 2018
Page 3

Annual Status Report

An annual status report, which summarizes the results of the water quality monitoring, will be submitted to the GA EPD no later than June 30, 2019. In accordance with WPP guidance, the report will be submitted along with a signed and dated certification statement from the city. The report will provide a brief summary and evaluation of best management practices (BMPs) implemented in accordance with the WPP. Additionally, the report will include applicable location maps for each monitoring station and a summary of pertinent information for each station such as station ID and name, GPS coordinates, Ecoregion, and the type of monitoring required for each site (i.e., water quality only or biological and water quality). A brief discussion summarizing the analytical and physiochemical monitoring and comparison of the water quality results to the State of Georgia water quality standards will also be included in the status report. The sample results from Year 4 monitoring period will also be compared to previous monitoring years to determine long-term water quality trends within the Kingsland area. Finally, the report will include any proposed changes to the city's WPP. A hardcopy and electronic version of the assessment report will be provided to GA EPD along with field and laboratory datasheets. All *in-situ* and analytical water quality data will also be reported and sent to EPD utilizing the updated Watershed Assessment Data Template.

Schedule

The first dry weather water quality monitoring event will be conducted in August 2018. The second dry weather water quality event will be conducted in December 2018 and final dry weather event will take place in April 2019. Ideally, wet weather water quality sampling will be conducted between July and October 2018. The first round of bacteriological sampling (4 individual samples) will be conducted in August 2018 and the second round will be conducted in October 2018. The Year 4 annual status report will be submitted to GA EPD no later than June 30, 2019 following review and approval by the City. The table below presents the proposed Year 4 schedule for fieldwork, sampling, and report preparation for the City of Kingsland WPP long-term monitoring.

Monitoring Requirement	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Water Quality¹												
Dry Weather Event #1												
Dry Weather Event #2												
Dry Weather Event #3												
Wet Weather Event #1												
Bacteriological¹												
Geometric Mean #1												
Geometric Mean #2												
Reporting²												

¹Water quality and bacteria sampling will be conducted annually.

²Annual status reports will be completed annually and submitted to GAEPD no later than June 30th.

Lee Spell
City of Kingsland
July 27, 2018
Page 4

Budget

The annual not-to-exceed cost to prepare the annual status reports is \$4,630. All external laboratory costs associated with water quality and bacteriological sample analysis will be the responsibility of the City. The costs detailed below will include work to be completed for Year 4 monitoring only. A cost breakdown per task is provided below.

Task	Cost
Annual Status Report	
Annual Reporting (Due June 30, 2019)	\$4,630
TOTAL COST	\$4,630

Nutter & Associates will invoice the above lump sum upon submission of the annual status report. If this Scope of Work is acceptable, please sign and return the Professional Services Contract attached hereto authorizing us to begin work on this project. A purchase order may be issued in lieu of the Professional Services Contract. The quoted cost is a not-to-exceed cost. If the scope of work changes during the course of the study, we will request authorization before proceeding.

Nutter & Associates is pleased to provide the City of Kingsland with this Scope of Work and budget for implementation of the Watershed Protection Plan monitoring. If you have any questions, please do not hesitate to contact us.

Sincerely,

NUTTER & ASSOCIATES, INC.



Erin M. Harris, CPESC, CPSS
Project Scientist I



Tony S. Greco, PWS
Principal, Project Scientist II

Enclosures

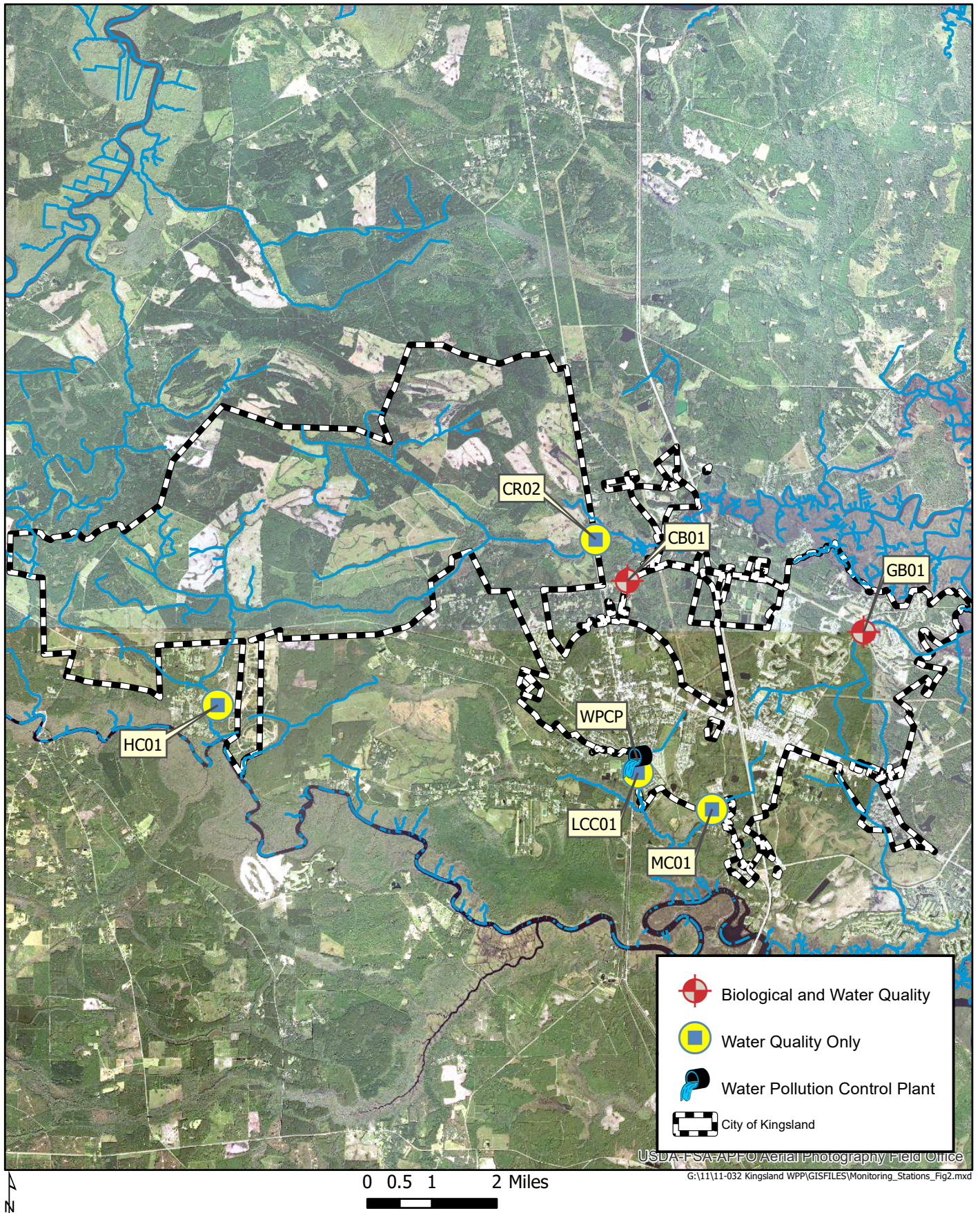


Figure 1. Locations of water quality monitoring stations, Kingsland Watershed Protection Plan.



360 Hawthorne Lane
Athens, GA 30606-2152
P (706) 354-7925
F (706) 354-7928
www.NutterInc.com

Professional Services Contract

Proposal No. & Date	18-081 July 27, 2018
Project Name	City of Kingsland Year 4 (July 2018 – June 2019) Long-term Monitoring
Project Location	Kingsland, Camden County, Georgia
Description of Services	Year 4 Watershed Protection Plan Monitoring Annual Status Report
Cost of Services	\$4,630
Client Name	City of Kingsland
Address	107 South Lee St. Kingsland, GA 31548
Telephone No.:	_____
Cellular No.:	_____
Fax No.:	_____
E-Mail:	_____

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

Signature

Authorized Name

Send Invoices to attention of:

Invoices should be mailed/emailed to:

Attachment: SOW Kingsland Year 4 monitoring July 2018 (2284 : Approval Of: 2018-2018 Watershed Monitoring Scope of Work and Budget)

TERMS AND CONDITIONS

Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Nutter & Associates, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("Nutter & Associates") upon receipt of each invoice from Nutter & Associates. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one and one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by Nutter & Associates in connection with the collection of any amounts properly due and payable to Nutter & Associates in accordance with the terms of the Proposal and these Terms and Conditions.

2. Performance Standard. Nutter & Associates shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that Nutter & Associates makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by Nutter & Associates shall not be construed as any representation or warranty with respect to the Services. NUTTER & ASSOCIATES HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability. Client hereby agrees that Nutter & Associates' total aggregate liability for any damages incurred by Client in connection with Nutter & Associates' performance of or failure to perform the Services shall not exceed the greater of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) Nutter & Associates total fee for the Services. IN NO EVENT SHALL NUTTER & ASSOCIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NUTTER & ASSOCIATES.

4. Insurance Coverage. Nutter & Associates shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00. Nutter & Associates shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.

5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by Nutter & Associates as part of the Services. Client hereby agrees to indemnify and hold Nutter & Associates harmless from and against all claims, suits, losses, personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with Nutter & Associates' performance of the Services where such unusual subsurface conditions or the presence of such subsurface structures or

objects are not disclosed by Client to Nutter & Associates in writing prior to the performance of the Services. Client's obligation to indemnify Nutter & Associates in accordance with this Section 5 shall include all expenses incurred by Nutter & Associates in connection with Indemnified Claims, including, without limitation, Nutter & Associates' reasonable attorney's fees.

6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by Nutter & Associates as part of the Services ("Work in Place") and which are outside of the control of Nutter & Associates. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate Nutter & Associates to re-perform or replace any Work in Place:

(a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;

(b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;

(c) The cutting and/or removal of either existing vegetation or vegetation planted by Nutter & Associates within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and

(d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that Nutter & Associates perform such work as may be necessary to correct such damage or destruction. Nutter & Associates shall provide Client with a new proposal for the performance of such work, and Client may but shall not be obligated to engaged Nutter & Associates to perform such work in accordance with the terms of the new proposal.

7. Governing Law. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.

8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between Nutter & Associates and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.

9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of Nutter & Associates and Client.



City of Kingsland Georgia

Municipal Facility Use & Rental Request Form

APPLICANT CONTACT INFORMATION

Contact Person: _____ Contact Phone: _____
 Organization: _____ Email: _____
 Address: _____ City/ST/Zip: _____

FACILITY INFORMATION

Choose Facility/Location:

☐	O. F. Edwards Building: Atrium Complex	531 N. Lee Street, Kingsland GA	Rental Fee \$550.00 (4 hours)
☐	O. F. Edwards Building: Conference Room	531 N. Lee Street, Kingsland GA	\$300.00 (4 hours)
☐	Kingsland Veterans Memorial Park	200 E King Ave, Kingsland GA	No charge
☐	Historic Depot Pavilion	200 E King Ave, Kingsland GA	No charge

Date to Reserve Facility: _____ # of People Attending: _____
 Arrival Time: _____ Departure Time: _____ Length of Time to be Used: _____
 Describe Purpose / Use / Event: _____

Will there be alcohol served on-site?	YES		NO	Will there be food served on-site?	YES		NO
Will alcohol be available for purchase?	YES		NO	Will there be any other on-site sales?	YES		NO

If yes to the above, please provide alcohol license permit number: _____

GENERAL RULES & REGULATIONS

Request Forms should be submitted at least 10 business days in advance of the date facility is requested to ensure adequate processing time. Reservations may be made no more than 6 months in advance.

Reserved areas must be cleaned at the completion of your event. Failure to properly clean-up and properly dispose all trash may result in forfeiture of deposit refund.

O.F. Edwards Building: Facility usage permit restricts areas of the building to be used. The only areas of the facility that are allowed for use are the specific areas approved in the Municipal Facility Use & Rental Request Form, restrooms, parking lot, outside courtyard, and rear outside lawn. Use or accessing of unauthorized areas may result in forfeiture of deposit refund and/or trespassing fines.

Details regarding access to the facility will be provided to the applicant upon approval of the facility usage request. Keys to the facility may be provided, as well alarms codes. This does not imply authorization to enter the building before/after the scheduled day/time. Do not enter the facility on a day/time other than approved on the Municipal Facility Usage Request Form without prior written authorization. Accessing the building outside of the approved reserved time may result in forfeiture of deposit refund and/or trespassing fines.

Special preparations for facility usage (such as setting up tables, extra moving, cleaning, etc.) will be the responsibility of the applicant. Expenses for such preparation will be the responsibility of the applicant. Under no circumstances shall such preparations permanently alter or deface any area of the facility. In this regard, decorations which require the use of fasteners (such as nails or staples) are strictly prohibited and will result in forfeiture of deposit refund.

Clean-up for facility usage shall be the responsibility of the applicant, as well as the cost of any damages that might occur. A security deposit of \$200 is required for use of the facility. The applicant will be refunded the security deposit of \$200, if responsibilities are fulfilled. Refund checks may take up to 10 days to process and will be mailed to the applicant name and address listed on the Municipal Facility Use & Rental Request Form, unless otherwise requested in writing.

The applicant is responsible for securing the entire building when the event is over. The applicant is responsible for turning off lights, closing windows and locking the building at the conclusion of the event. Failure to properly secure the facility may result in forfeiture of deposit refund.

Vending on city property is not allowed without special authorization. Additionally, any use of city property which requires an admission fee/charge or ticketed event, must be fully disclosed and obtain special approval. To obtain authorization, please submit a "[SPECIAL EVENT/ ASSEMBLY PERMIT REQUEST](#)" form. Please note that this permit may take up to 30 days for processing.

No littering. Please place your trash in the receptacles, which have been provided.

Any animal on city property should be on a leash and the owner shall be responsible for the removal of any excreta deposited. All service animals are allowed on the premises.

The use of radios, televisions, boom boxes, etc. should comply with the City's Noise Ordinance. More importantly, please consider others in the use of these devices. (Must sign "Attachment A")

Defacing or removal of any city property is prohibited and will be strictly enforced.

For the safety of all, no motorized or self-propelled vehicles (bicycles, skateboards, scooters, skates, etc.) are to be used on the parking lot, interior courtyard area or walkways.



City of Kingsland Georgia

Municipal Facility Use & Rental Request Form

CANCELLATION & REFUND POLICY

10 Business Days Prior to Reservation: By providing written notice of cancellation at least ten (10) business days prior to the date of use, a FULL REFUND of the rental/administration will be issued. Security deposit will be refunded in full.

2 Business Days Prior To Reservation: By providing written notice of cancellation at least two (2) business days prior to the date of use, a PARTIAL REFUND (50%) of the rental/administration fee will be issued. Security deposit will be refunded in full.

Less than 2 Business Days Prior To Reservations: NO REFUNDS will be issued if you cancel a reservation with less than two (2) business days notice prior to the event. (Example: A cancellation received on Friday for an event scheduled on Monday is not eligible for a refund.)

A security deposit of \$200 is required for use of the O.F. Edwards Building. The security deposit is in addition to the facility usage administration/rental fee. The applicant will be refunded the security deposit of \$200, if the user fulfills the required responsibilities. All refund checks may take up to 10 days to process and will be mailed to the address listed on the Facility Reservation Request Form.

FEES & DEPOSITS

O. F. Edwards Building: Atrium Complex	Non-refundable	\$550.00
O. F. Edwards Building: Conference Room	Non-refundable	\$300.00
O. F. Edwards Building Security Deposit Fee	Refundable, with stipulations	\$200.00

Total Amount Required to Reserve O. F. Edwards Building (Enter the Total Payment Amount Here) _____

Checks, Money Orders & Credit Cards are accepted

Make payments to:

City of Kingsland
Attn: Municipal Facility Usage Request
P.O. Box 250, Kingsland GA 31548

For Credit Card Payments: Add 3% Fee for Processing (Print Clearly)

Name on Card: _____
VISA _____ MASTERCARD _____ Exp Date: _____ CVS Code: _____ Zip Code: _____
Credit Card #: _____
Authorizing Signature: _____

AGREEMENT & ACCEPTANCE

*By signing below, the signer agrees that they have read, understood, and agree to abide by all facility usage rules, as well as adhere to all local and county ordinances. Failure to follow guidelines put forth can result in removal from park or facility.

Applicant Printed Name _____

Applicant Signature _____

Date _____

FOR OFFICE USE ONLY

Received By: _____ Date Received: _____

Facility Available During Request Time? ☐ YES ☐ NO

Staff Comments: _____

FACILITY USE & RENTAL AUTHORIZING SIGNATURE

City Manager: ☐ Approved ☐ Disapproved

City Manager Comments: _____

Kingsland City Manager: _____

City Manager Signature _____

Date _____

Local Meeting Space Rental Rates					
Venue Name	Address	Size	Seating Style	Rate/Cost	Deposit
Laurel Island Bogey's Grill	100 Laurel Marsh Parkway Kingsland, GA 31548	60-70 Banquest Room Only Rental 150 All Areas Rental	Banquet/Theater	Banquet: \$250 for 4 hours \$1000 for 4 hours: All Areas	N/A
The Club at Osprey Cove	123 Osprey Drive St. Marys, GA 31558	200 TOTAL	Banquet/Theater	Clubhouse: \$1500 Banquet Room: \$500	\$1000 Non-refundable
Pineland Bank	201 East King Avenue Kingsland, GA 31548	250 TOTAL	Banquet/Theater	\$500	\$200
Camden Convention Center	1215 East King Avenue Kingsland, GA 31548	250 TOTAL	Banquet/Theater	\$500	\$250
A.W. Jones Heritage Center	610 Beachview Drive, St. Simons, GA 31522	200 TOTAL	Banquet/Theater	\$300-\$1000 (Depending on Guest #)	Varies
Triplex Conference Center, Kings Bay	950 USS James Madison Road, BLDG 1039 Kings Bay, GA 31547	MAGNOLIA ROOM: 100 KINGS BAY ROOM: 250	Banquet/Theater	MAGNOLIA ROOM: \$450 KINGS BAY ROOM: \$700	Half of Rental Cost
Heritage Gardens Events and Rentals	151 East William Avenue Kingsland, GA 31548	200 TOTAL	Banquet	Varies Based on Package and # of guests	
Sudie & Dut's	411 West King Avenue Kingsland, GA 31548	PRIVATE ROOM: 75/ WHOLE RESTAURANT: 120	Banquet	PRIVATE: \$75/HR WHOLE RESTAURANT: \$11+/person & \$125/HR	\$250.00
Hawthorn Suites	1323 East King Avenue Kingsland, GA 31548	80 TOTAL	Banquet/Theater	ALL DAY: \$400	Varies
Plantation Oaks Farms	45460 Hodges Road, Callahan, FL 32011	225 TOTAL	Banquet	\$375/HR MAX	\$250
Sea Palms Resort	515 North Windward Drive, St. Simons Island, Georgia	20-440 TOTAL	Classroom/Banquet/Theater	Varies Based on # of Guests	Varies
Thrasher-Horne Center	283 College Drive, Orange Park, FL 32065	30-400 TOTAL	Classroom/Banquet/Theater	\$125-496 for 4 hours	\$95
6th Avenue North	102 6th Avenue North, Jacksonville Beach, FL 32250	200 TOTAL	Banquet	Varies: \$1,000-2,500	Additional Fees: \$850
The Hilliard Mansion	15888 County Road 108, Hilliard, FL 32046	200 TOTAL	Banquet	Varies: \$1,900-2,800	\$500
FCC Event Center	10696-14 Lem Turner Road, Jacksonville, FL 32218	200 W/TABLES/300-350 WITHOUT	Banquet/Theater	\$150/HR	\$300 (\$150 is Refundable)
927 Events	927 West Forsyth Street, Jacksonville, FL 32204	80-100 TOTAL (Depends on if dance floor is wanted)	Banquet/Theater	\$2000 (includes clean up /set up, front door staff)	\$1000 (Non-Refundable)

Attachment: Meeting and Event Space Comparison (2282 : Approval Of: Rental Agreement and Rate Structure for the Rental of City Facilities)