



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • SEPTEMBER 10, 2018

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Proposed Budget 2018/2019 Fiscal Year -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

1. Pastor Matthew Pettus -
2. Brownie Troop to Lead in Pledge to the Flag -

IV. ROLL CALL

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

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

V. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 1. City Council - Regular Meeting - Aug 27, 2018 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Approval Of: Fiddlers Cove IV Final Plat, 16.41 Acres, 28 Platted Lots -

Planning Commission recommends approval.

2. Approval Of: Deannexation of Map and Plat 039 033, 16 Acres, Owner Mr. Virgil and Telisa Lee, 3695 Harriett's Bluff Road, Woodbine, Georgia 31569 - No Water or Sewer. -

Planning Commission recommends approval.

3. Approval Of: Deannexation of Map and Parcel 094 19P, 24 Acres on Brazell Road, Mr. Daren Pocernik, No Services -

IX. NEW BUSINESS

1. Approval Of: GEFA CW2016047 Loan Agreement -

Approval for execution of the GEFA Loan No. CW2016047 loan documents. The loan will help finance the rehabilitation of the city's wastewater treatment plant. The project will restore equipment and improve the efficiency of the treatment process.

The city will pay 0.62 percent interest on the 5-year loan. The loan qualifies for a reduced interest rate because a portion of the project is a conservation activity, and includes principal forgiveness up to \$500,000.

The Part II application was approved by council on May 29, 2018. *Staff recommends approval.*

2. Approval Of: Catfish Festival Entertainment Contract -

Staff recommends approval.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



**APPLICATION TO CITY OF KINGSLAND, GEORGIA
TO ANNEX LANDS/ DE-ANNEX**

The undersigned desire to annex/de-annex certain land into/out of the City of Kingsland, Georgia, which land is shown on Tax Map 039, Block _____, Parcel 033, has a street address of 3695 O GREENVILLE Rd, and is more fully and completely described in Exhibit "A" attached hereto and hereby made a part hereof. Such land is currently located in the unincorporated area of Camden County, Georgia, and is currently zoned PD by the City of Kingsland/Camden County. I/We, the undersigned, desire to have this property annexed/de-annexed into/from the City of Kingsland, Georgia. I/We further desire to have a zoning classification of _____ at the time the subject property is annexed. If the requested zoning is different from the County's zoning, you must complete Number 4 on the following page.

Please give the square footage or acreage of the land to be annexed/de-annexed:

Square footage: 697,135 Sq Ft or Number of Acres: 16.00 Ac

This Application is being submitted by the undersigned pursuant to Official Code of Georgia Annotated 36-36-3, et. seq., and said owner(s) request the governing body of Kingsland to annex/de-annex said property to/from the existing corporate limit of Kingsland, Georgia.

In accordance with requirements of the Department of Justice Voting Section, please provide an estimate of the current population of the property being annexed/de-annexed and an estimate of the future population: Current population: 0 Future population: 0

The undersigned further state that the undersigned is/are *all* of the owner(s) of the subject property, and that all facts contained herein are true, to the best of the undersigned's belief.

X 08/21/18
Date

X Virgil R Lee Virgil R Lee
Signature (Signed and Printed) of Owner
3695 Harriett's Bluff Road Woodbine, GA 31569
Address of above Owner

Date

* Telisa A. Lee Telisa A. Lee
Signature (Signed and Printed) of Owner
3695 Harriett's Bluff Road, Woodbine, GA 31569
Address of above Owner

CONTINUED ON BACK

Attachment: Lee Deannexation (2322 : Deannexation 039 033)
Attachment: lee deannexation (2330 : Approval Of: Deannexation of Map and Plat 039 033.)

8-21-2018
 Date

Page One
Vaughn R Lee
 Signature (Signed and Printed) of Owner
3695 Harrietts Bluff Road Woodbine, Ga. 31569
 Address of above Owner

Owner(s) signed the above in the presence of:

Witness

NOTARY PUBLIC, State of

My commission expires:

(NOTARY SEAL)

**ITEMS REQUIRED FOR SUBMISSION WITH THE ATTACHED
 APPLICATION TO CITY OF KINGSLAND, GEORGIA, TO ANNEX/DE-ANNEX LANDS**

1. COMPLETED APPLICATION FORM, PROPERLY EXECUTED, WITNESSED AND NOTARIZED
2. TEN (10) COPIES OF PLAT (SURVEY) OF THE SUBJECT PROPERTY (ONE COPY FOR DE-ANNEXATION)
3. TEN (10) COPIES OF CORRECT LEGAL DESCRIPTION OF THE PROPERTY (ONE COPY FOR DE-ANNEXATION)
4. IF THE CITY'S ZONING CLASSIFICATION REQUESTED BY APPLICANT IS DIFFERENT THAN THE COUNTY'S ZONING CLASSIFICATION, PLEASE STATE BELOW WHY YOU ARE REQUESTING DIFFERENT ZONING FOR THE SUBJECT PROPERTY:

no water and sewer



Overview



Legend

- Parcels
- Roads
- City Labels

Date created: 8/24/2018
Last Data Uploaded: 8/23/2018 8:14:21 PM
Developed by  **Schneider**
GEOSPATIAL

Attachment: Lee Deannexation (2322 : Deannexation 039 033)
Attachment: lee deannexation (2330 : Approval Of: Deannexation of Map and Plat 039 033,)

Summary

Parcel Number 033 039
 Location Address
 Legal Description V/L PORT TRACT 9
 (Note: Not to be used on legal documents)
 Class A4-Agricultural
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District KINGSLAND (District 02)
 Millage Rate 37.94
 Acres 16
 Homestead Exemption No (\$0)
 Landlot/District N/A

[View Map](#)



Owner

LEE VIRGIL R & TELISA A
 3695 HARRIETTS BLUFF ROAD
 WOODBINE, GA 31569

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	16

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/23/2018	1932 352		\$59,900	Sale has not been qualified	ST MARYS PROPERTIES LLC	LEE VIRGIL R & TELISA A
10/2/2013	1689 755		\$0	Multiple Parcels - Non Market	HUTCHINS RAYMOND L	ST MARYS PROPERTIES LLC
7/24/2009	1489 67		\$0	Multiple Parcels - Non Market	HUTCHINS RAYMOND L & LINDA M	HUTCHINS RAYMOND L
5/15/2008	1428 833		\$0	Non-Market	MSJC BERTHA PROPERTY GHOLDING LP	HUTCHINS RAYMOND L & LINDA M
4/18/2008	1424 268		\$192,000	Land Market Sale	MSJC BERTHA PROPERTY HOLDINGS LP	HUTCHINS RAYMOND L & LINDA M

Valuation

	2018	2017	2016
Previous Value	\$34,000	\$13,408	\$13,408
Land Value	\$34,000	\$34,000	\$13,408
+ Improvement Value	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0
= Current Value	\$34,000	\$34,000	\$13,408

Photos



Attachment: Lee Deannexation (2322 : Deannexation 039 033)
Attachment: lee deannexation (2330 : Approval Of: Deannexation of Map and Plat 039 033,)



Planning and Zoning

105 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 2321)

Meeting: 09/04/18 06:00 PM
Department: Planning and Zoning
Category: Annexation
Prepared By: Paul Speich
Initiator: Paul Speich
Sponsors: Supervisor Paul Speich

DOC ID: 2321

8.3.a

3.3

Deannexation 094 19P

Daren Pocernik is requesting deannexation of 24 ac. on Brazell Road.

Attachment: Deannexation - Pocernik (2331 : Approval Of: Deannexation of Map and Parcel 094 19P)



Parcel ID	094 019P	Owner	POCERNIK DAREN C & DANIELLE	Last 2 Sales			
Class Code	Agricultural		MARIE	Date	Price	Reason	Qual
Taxing District	KINGSLAND		364 BRAZELL ROAD	7/19/2018	\$142500	NQ	U
	KINGSLAND		KINGSLAND GA 31548	6/20/2014	\$139200	LM	Q
Acres	24.4	Physical	n/a				
		Address					
		Assessed Value	Value \$64636				

(Note: Not to be used on legal documents)

Date created: 8/24/2018
 Last Data Uploaded: 8/23/2018 8:14:21 PM

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 GEOSPATIAL

Attachment: Pocernik Deannexation (2321 : Deannexation 094 19P)
 Attachment: Deannexation - Pocernik (2331 : Approval Of: Deannexation of Map and Parcel 094 19P)

Summary

Parcel Number 094 019P
 Location Address V/LAND E/S BRAZELL RD
 Legal Description (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 24.4
 Homestead Exemption No (S0)
 Landlot/District N/A

[View Map](#)

Owner

POCERNIK DAREN C & DANIELLE MARIE
 364 BRAZELL ROAD
 KINGSLAND, GA 31548

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Woodlands	Rural	8	24.4

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/19/2018	1932 877	14 5	\$142,500	Sale has not been qualified	EBW HOLDINGS LLC	POCERNIK DAREN C & DANIELLE MARIE
6/20/2014	1718 539	14 5	\$139,200	Land Market Sale	THE HEARN FAMILY LIMITED LIABILITY LTD P	EBW HOLDINGS LLC

Valuation

	2018	2017	2016
Previous Value	\$64,636	\$64,636	\$64,636
Land Value	\$64,636	\$64,636	\$64,636
+ Improvement Value	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0
= Current Value	\$64,636	\$64,636	\$64,636

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, Photos, Sketches.

The information contained herein reflects the values as approved by the Camden County Board of Assessors for the 2018 tax digest. Parcel mapping is current with the latest update shown. Please note that the Assessors' Office establishes values only. The Camden County Tax Commissioner should be contacted with tax bill related questions.

Developed by
 **Schneider**
 GEOSPATIAL

Last Data Upload: 8/23/2018, 8:14:21 PM

Attachment: Pocernik Deannexation (2321 : Deannexation 094 19P)
 Attachment: Deannexation - Pocernik (2331 : Approval Of: Deannexation of Map and Parcel 094 19P)



**APPLICATION TO CITY OF KINGSLAND, GEORGIA
TO ANNEX ~~LANDS~~ DE-ANNEX**

The undersigned desire to annex/de-annex certain land into/out of the City of Kingsland, Georgia, which land is shown on Tax Map 094, Block 019P, Parcel _____, has a street address of Brazell Road, and is more fully and completely described in Exhibit "A" attached hereto and hereby made a part hereof. Such land is currently located in the unincorporated area of Camden County, Georgia, and is currently zoned R-1 by the City of Kingsland/Camden County. I/We, the undersigned, desire to have this property annexed/de-annexed into/from the City of Kingsland, Georgia. I/We further desire to have a zoning classification of N/A at the time the subject property is annexed. If the requested zoning is different from the County's zoning, you must complete Number 4 on the following page.

Please give the square footage or acreage of the land to be annexed/de-annexed:

Square footage: _____ or Number of Acres: 24.4

This Application is being submitted by the undersigned pursuant to Official Code of Georgia Annotated 36-36-3. et. seq., and said owner(s) request the governing body of Kingsland to annex/de-annex said property to/from the existing corporate limit of Kingsland, Georgia.

In accordance with requirements of the Department of Justice Voting Section, please provide an estimate of the current population of the property being annexed/de-annexed and an estimate of the future population: Current population: 0 Future population: 0

The undersigned further state that the undersigned is/are *all* of the owner(s) of the subject property, and that all facts contained herein are true, to the best of the undersigned's belief.

7/20/2018
Date

Daren C. Pocernik
Signature (Signed and Printed) of Owner

Address of above Owner

Date

Signature (Signed and Printed) of Owner

Address of above Owner

CONTINUED ON BACK

Date

Signature (*Signed and Printed*) of Owner

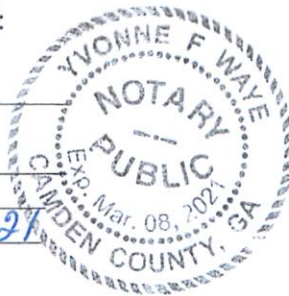
Address of above Owner

Owner(s) signed the above in the presence of:



Witness

NOTARY PUBLIC, State of Georgia
My commission expires: March 8, 2021
(NOTARY SEAL)



**ITEMS REQUIRED FOR SUBMISSION WITH THE ATTACHED
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3. TEN (10) COPIES OF CORRECT LEGAL DESCRIPTION OF THE PROPERTY (ONE COPY FOR DE-ANNEXATION)
4. IF THE CITY'S ZONING CLASSIFICATION REQUESTED BY APPLICANT IS DIFFERENT THAN THE COUNTY'S ZONING CLASSIFICATION, PLEASE STATE BELOW WHY YOU ARE REQUESTING DIFFERENT ZONING FOR THE SUBJECT PROPERTY:



Exhibit "A"

All that lot, tract, or parcel of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

Beginning at an iron pin at the southwesterly corner of Parcel "G" of the estate division of lands of Earl Brazell, as shown on that plat recorded in Plat Drawer 14, Map No. 5, Camden County, Georgia, records; AND FROM SAID POINT OF BEGINNING, running South 16° 35' 28" West along the westerly line of lands now or formerly of Tolbert as described in Deed Book 1677, page 266, aforesaid records, 198.38 feet to an iron pin; thence, running North 77° 14' 29" West along the northerly line of lands now or formerly of Tanner and of Pocernik and Siekkinen 1191.20 feet to an iron pin in the easterly right-of-way line of Brazell Road (an 80-foot right-of-way); thence, running North 07° 48' 37" East along said easterly right-of-way line 794.66 feet to an iron pin in the southerly line of lands now or formerly of Mark H. Mounsey as described in Deed Book 1552, page 590, aforesaid records; thence, running South 81° 58' 09" East along the southerly line of said lands of Mounsey and the southerly line of lands now or formerly of Tomko, Hearn Family LLLP, and Price 1324.60 feet to an iron pin; thence, running South 16° 35' 28" West 704.51 feet to an iron pin which is point of beginning. Containing 24.40 acres, more or less, as more fully and accurately shown and described on that plat of survey by D. E. Taylor, Georgia Registered Land Surveyor No. 3251, dated June 4, 2014.

Attachment: Pocernik Deannexation (2321 : Deannexation 094 19P)
Attachment: Deannexation - Pocernik (2331 : Approval Of: Deannexation of Map and Parcel 094 19P)

Please return to:
Kinney & Kinney, LLC
Attorneys at Law
P. O. Box 7050
St. Marys, Georgia 31558
 File 18-39852

STATE OF GEORGIA
 COUNTY OF CAMDEN

LIMITED WARRANTY DEED

THIS INDENTURE, made July 19, 2018, between **EBW Holdings, LLC**, a Florida limited liability company, of the first part, and **Daren C. Pocernik and Danielle Marie Pocernik**, as joint tenants with right of survivorship, of the second part.

WITNESSETH: that the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, the following described property:

See Exhibit "A" attached hereto

SUBJECT, NEVERTHELESS, to covenants and easements of record, if any.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and

Attachment: Pocernik Deannexation (2321 : Deannexation 094 19P)
 Attachment: Deannexation - Pocernik (2331 : Approval Of: Deannexation of Map and Parcel 094 19P)

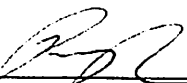
behoof of the said parties of the second part, their heirs and assigns, forever, IN FEE SIMPLE.

And the said party of the first part, for itself, its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons claiming by, through, or under the party of the first part, but none other.

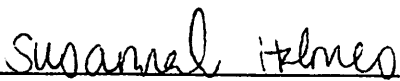
IN WITNESS WHEREOF, the said party of the first part has executed this deed and affixed its seal the day and year first above written.

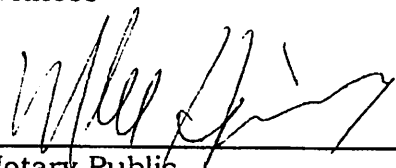
EBW Holdings, LLC

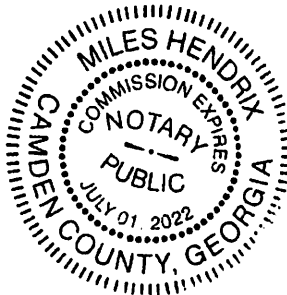
By: Hutchins Management Services, Inc.
Its Sole Member

By:  (SEAL)
Peter D. Randolph, its President

Signed, sealed, and delivered
in the presence of:


Witness


Notary Public



Attachment: Pocernik Deannexation (2321 : Deannexation 094 19P)
Attachment: Deannexation - Pocernik (2331 : Approval Of: Deannexation of Map and Parcel 094 19P)

EXHIBIT F

EXTRACT OF MINUTES

RESOLUTION #2018-____

Recipient: CITY OF KINGSLAND

Loan Number: CW2016-047

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 10th day of September 2018, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$2,000,000** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

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

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Kenneth E. Smith, Sr

Mayor
(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

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

Dated: _____

Secretary/Clerk

(SEAL)

Attachment: Exhibit F- Resolution of Governing Body (2331 : Approval Of: Deannexation of Map and Parcel 094 19P)

Nathan Deal
Governor

Kevin Clark
Executive Director

August 21, 2018

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

Re: City of Kingsland – Loan No. CW2016047

Dear Mr. Spell:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Clean Water State Revolving Fund loan in the amount of \$2,000,000 on August 21, 2018. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:
 - a. GEFA may award your project principal forgiveness in the amount of \$500,000, if all loan funds are drawn.
 - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
 - c. The 8038-G and Tax Certificate specify only the "unforgiven" portion (full amount minus principal forgiveness) of the loan, assuming the full value of the loan is disbursed.
2. Origination Fee. The origination fee is payable in one payment of \$20,000 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
3. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website.

The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.

4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$25,395.97 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-594-1131 or twilliams@gefa.ga.gov.

Sincerely,



Tracy Williams
Project Manager

Enclosures

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

Attachment: GEFA CW2016047 Loan Agreement (2326 : Approval Of: GEFA CW2016047 Loan Agreement)

DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- ☐ Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**
- ☐ Exhibit E – Opinion of Borrower’s Attorney. Exhibit E is a sample letter that must be prepared by the borrower’s attorney on the attorney’s letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower’s attorney must also sign on both documents where indicated “Approved as to form.”
- ☐ Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower’s governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.
- ☐ Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. **Do not** sign the specimen note found in Exhibit B.
- ☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower’s option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must **not** be from an individual who is being given authorization to sign a drawdown request.

- ☐ Vendor Authorization Agreement for ACH Credits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. Return the completed form with a voided check or deposit slip for account number verification.
- ☐ Authorization Agreement for ACH Debits. This form provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employee identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.
- ☐ 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms. In the case of principal forgiveness projects, the dollar values in the 8038-G form and the Tax Certificate reflect only the "unforgiven" amount of the loan (full amount minus principal forgiveness) when fully disbursed and differ from the values specified in the body of the loan agreement and the promissory note.
- ☐ GEFA Fiscal Sustainability Plan (FSP) Certification. Section 603(d)(1)(E) of the Clean Water Act requires the development of a Fiscal Sustainability Plan (FSP) for any loan that will repair, replace, or expand a treatment works. The borrower must select one of two certification options included on the third page of the FSP Certification document.
- ☐ Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at:
http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf
- ☐ Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.



CONTRACT

2312 Peachford Road
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: August 24, 2018

By Mutual Agreement RCS Productions, herein referred to as PRODUCER has engaged the services of

ARTIST: Sister Hazel
For:
EVENT: Kingsland Catfish Festival
EVENT DATE: Sat. November 17 2018
VENUE: Downtown Kingsland Georgia
VENUE PHONE: 912-222-2473
PURCHASER: City of Kingsland
CONTACT: Anthony Cobb
MOBILE: 912-222-2473
PERFORMANCE TIME: tbd 75 – 90 minute set
REPORT TIME: tbd
MERCHANDISE RATE: 85%/15% - Artist Sells
RIDER ATTACHED: Yes

PLEASE READ/SIGN THE RIDER AS IT IS AN IMPORTANT PART OF THIS AGREEMENT

FEE: \$11,000.00 **TO BE PAID IN THE FOLLOWING MANNER**

DEPOSIT: \$6000.00 **DUE BY:** 09/07/18

PAYABLE TO: RCS PRODUCTIONS

BALANCE: \$5000.00 **DUE BY:** 11/17/18

PAYABLE TO: Wandering Hazel Touring, Inc.

ARTIST TO BE PAID IN FULL RAIN OR SHINE

ARTIST TO SUPPLY: Meet & Greet capped at 20 People

PURCHASER TO SUPPLY: Sound, Lights, Festival Backline (drum kit & bass rig), 3 Double Hotel Rooms & Warm Meals for band & crew. Rider to be provided as well

PURCHASER: City of Kingsland
NAME: Anthony Cobb

AGENCY/PRODUCER: RCS PRODUCTIONS
NAME: Joel Grubb

x _____ **DATE** _____

ADDRESS:

107 S Lee St, Kingsland, GA 31548

x _____ **DATE** _____

ADDRESS:

2312 Peachford Road Suite A
Dunwoody GA 30338
770.306.9155

Attachment: entertainment catfish (2332 : Approval Of: Catfish Festival Entertainment Contract)

THANK YOU FOR ALLOWING RCS PRODUCTIONS TO FULLFILL YOUR ENTERTAINMENT NEEDS

ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below
 - ☐ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.
 - ☐ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.
 - ☐ Check here if RCS PRODUCTIONS. is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.
- 2.. PURCHASER agrees to provide all spaces, ballrooms, show sites and other areas deemed necessary by PRODUCER or PERFORMER for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.
3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law.
4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. PURCHASER further agrees to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and attorney's fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.
5. PURCHASER agrees that no part of the Performance shall be recorded, reproduced, or transmitted in any manner or by any means whatsoever in the absence of a specific written agreement with PRODUCER and PERFORMER relating to and permitting such recording, reproduction or transmission.
6. PRODUCER agrees to contract with the PERFORMER for a performance as described in this Agreement (the "Performance"), which shall occur as a part of the event described above in this Agreement (the "Event"). PRODUCER shall at all times have complete control and supervision over the services of its personnel and contractors as well as the details of the Performance to fulfill the requirements of this Agreement. PRODUCER reserves the right to make reasonable adjustments to the Performance time, including but not limited due to inclement weather, unexpected delays, circumstances outside of PRODUCER's control and delays caused or contributed to by the PERFORMER. In the event PRODUCER is unable for any reason to contract with the PERFORMER for the Performance under terms acceptable to PRODUCER or is unable to cause the Performance to occur, PRODUCER may terminate this Agreement and refund PURCHASER's deposit and PRODUCER shall thereafter have no further liability or obligation under this Agreement. PRODUCER is not responsible for any portion of the Event other than procuring the Performance by Artist as set forth in this Agreement.
7. PURCHASER agrees to protect, defend, release, indemnify and save PRODUCER harmless from and against any and all expenses, claims, demands and causes of action of every kind and character arising in favor of any person or entity, including employees and contractors of either of PURCHASER and PRODUCER, in any way related to personal injuries or death, damages to property or any other damages or claims of any kind or nature arising out of, incident to, or resulting directly or indirectly from any act or omission of PURCHASER or any of its employees, contractors, or agents.
8. It is expressly agreed the RCS PRODUCTIONS., herein acts herein as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents.
9. PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.
10. This Agreement may not be terminated by PURCHASER, and if PURCHASER does attempt to or in fact terminates this Agreement, PURCHASER will forfeit the deposit and shall immediately pay PRODUCER the balance of all amounts owed under this Agreement. In the event PURCHASER fails to pay any amounts owed when due under this Agreement, PURCHASER shall owe interest on such amounts at 18% per annum or the maximum amount by law, whichever is lesser, along with all PRODUCER's attorney fees, costs and expenses which PRODUCER may incur. In addition, PRODUCER may cancel the Performance and shall have no further obligations of any nature under this Agreement in the event PURCHASER fails to pay PRODUCER in full all amounts owed at the times set forth in this Agreement and under the terms of this Agreement. In the event PURCHASER in any way breaches this Agreement or defaults in any obligation, PRODUCER may at any time and without any notice to PURCHASER elect to cure such breach or default and PURCHASER agrees to reimburse PRODUCER for the cost of any such cure plus an administrative fee of 15% of the cost of such cure immediately upon receipt of an invoice thereof from PRODUCER.

Attachment: entertainment catfish (2332 : Approval Of: Catfish Festival Entertainment Contract)

11. In the event of inclement weather, or any force majeure on or before the performance date where PURCHASER determines NOT to present Performance or PERFORMER deems it unsafe to PERFORMER or PERFORMER's employees, contractors, agents or equipment, PRODUCER shall nevertheless be paid the full Fee set forth herein, provided PERFORMER is present and ready to perform at the designated time as specified in the contract, unless an alternate "rain date" has been negotiated and provided. PERFORMER's obligations are subject to delay, obstruction or prevention by any cause beyond PERFORMER's reasonable control. In such case, there will be no claim for damages by either party, and except in the circumstances set forth above when the full Fee is still payable to PRODUCER, any other cancellation of the Event by PERFORMER will result in the deposit being refunded in full to PURCHASER or a comparable PERFORMER will be provided by PRODUCER upon PURCHASER approval.

12. This Agreement may not be assigned or transferred by PURCHASER without the prior written consent of PRODUCER. This Agreement may be assigned or transferred by PRODUCER without the consent of PURCHASER. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Georgia, regardless of place of performance. Venue and jurisdiction for any lawsuits arising from or relating to this Agreement shall be in Henry County, Georgia, or the federal district court for the Northern District of Georgia. This Agreement may not be altered or amended except in writing and signed by all the parties hereto. This Agreement, including but not limited to the initial page entitled "Contract", these Additional Terms and Conditions and any additional written Rider or other attachment(s) (collectively the "Agreement") constitute the entire agreement of the parties hereto. This Agreement represents the jointly bargained for agreement of the parties and no presumption or rule in favor of or against either party shall apply to any term or provision of this Agreement on the basis of that party having been deemed to have drafted such term or provision.

13. In the event any of the terms of this Agreement conflict, the terms of any Rider or other attachment shall control, and if there are multiple Riders or attachments, they shall govern based on their dates, with the most recent Rider or attachment governing over any earlier Riders or attachments; thereafter, the Additional Terms and Conditions shall control; and thereafter the initial page entitled "Contract" shall control.

14. PURCHASER's sole and exclusive remedy for any breach of any of the terms of this Agreement by PRODUCER shall be the return of some or all of the Fee paid by PURCHASER to PRODUCER under this Agreement (the "Purchase Price"), and under no circumstances shall PRODUCER have any liability to PURCHASER, whether under this Agreement or otherwise, which exceeds the amount of the Purchase Price. PURCHASER specifically waives and agrees that PRODUCER shall, under no circumstances, be liable to PURCHASER for any special, direct, indirect, consequential, punitive, exemplary, lost profits or other damages.

15. The parties agree that in the event this Agreement is terminated by PURCHASER or due to PURCHASER's breach of any of the provisions of this Agreement, that the damages that PRODUCER would incur are difficult to estimate, and that PURCHASER's obligation to pay all amounts owed to PRODUCER under this Agreement is not a penalty but is liquidated damages, which represent a reasonable estimate of the damages PRODUCER would have incurred. In the event PRODUCER uses an attorney to enforce any of the terms of this Agreement, PURCHASER agrees to pay all of PRODUCER's attorney's fees, costs, and expenses.

16. All indemnification provisions, warranty provisions, and all other provisions contained in this Agreement which, by their terms, may extend beyond the termination, rescission, or revocation of this Agreement shall survive the termination, rescission, or revocation of this Agreement. The parties hereto agree that in the event any provision of this Agreement is deemed illegal or unenforceable by any court or tribunal of competent jurisdiction then such provision shall be deemed not to be a part of this Agreement and shall be deemed to be automatically modified and reformed so as to comply with any applicable law and so as to carry out the intent of the parties hereto to the greatest extent possible; however, if such modification is not possible, then such provision shall be deemed to be void and stricken in its entirety from this Agreement, with all other remaining provisions of this Agreement remaining in full force and effect. The waiver by PRODUCER of any breach or default by PURCHASER shall not constitute or be construed as a waiver of any subsequent breach or default of the same or any other provision hereof. Any captions or head notes herein are intended for convenience and for reference purposes only, and shall in no way define or limit the scope or intent of this Agreement or any portion thereof. Nothing contained in this Agreement shall be deemed to create any contractual or third party beneficiary relationship between any parties other than PRODUCER and PURCHASER. PRODUCER shall have the right to terminate this Agreement and be paid in full all amounts owed under this Agreement if Purchaser becomes insolvent or bankrupt or makes an assignment of the benefit of creditors.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. The parties hereto stipulate that facsimile signatures shall be deemed originals.

18. Any notice which may be required or permitted to be given under any provisions to this Agreement shall be deemed to have been duly given upon the earlier of (i) 5 days after deposit in the U.S. mail by registered or certified, postage prepaid, or (ii) actual receipt by confirmed facsimile, hand delivery or overnight delivery services, to the PRODUCER or PURCHASER at their respective addresses indicated in this Agreement, or if none is indicated, to the last known address for such party.

PURCHASER, in signing this Agreement, which includes but is not limited to the Additional Terms and Conditions set forth above, acknowledges PURCHASER's authority to do so and assumes liability for the terms and conditions stated herein.

PURCHASER:

By: _____
 Name: _____
 Title: City Manager

Attachment: entertainment catfish (2332 : Approval Of: Catfish Festival Entertainment Contract)

RIDER HIGHLIGHTS

B. A minimum of four (4) experienced and able-bodied truck loaders at load-in and load-out.

Hospitality:

a. **THROUGHOUT THE DAY** (available when needed and replenished often):

Fresh-brewed, hot coffee Assorted black & herbal tea bags and hot water

Honey, lemon, non-diary liquid creamer, half-and-half, sugar, & Sweet & Low

Assorted juices and sodas Bottled non-carbonated spring water (Dasani, Aquafina, etc.)

b. **BREAKFAST:** Breakfast requirements per advance, based on actual needs.

c. **LUNCH:** lunch for up to twelve (12) people available at load-in (can order from menus upon arrival), or, if catering cannot be provided and if arranged in advance with Artist's tour manager, a buy-out of fifteen dollars (\$15.00) per person.

d. **DINNER** (set up after sound check or at time designated by Artist's tour manager):

Healthy, hot dinners for up to Fifteen (15) people (no fast food, no pizza, no bar food), including vegetarian meals; or, if catering cannot be provided and if arranged in advance with Artist's tour manager, a buy-out of twenty dollars (\$20.00) per person. The meal should include bread, salad, vegetable, potato/rice or other starch side dish, entree, dessert and beverages. Please discuss specific menu choices in advance with Artist's Tour Manager. Please remember that due to rigorous traveling demands this may well be the only "decent" meal of the day for most people. Please help us to eat well.

Drinks

Water, sodas, Gatorade

Snacks

Chips, 1 Variety Pak of chips (including Cheetos), 1 Box Kind bars - any flavor

Name: Lee Spell, City Manager
 Date: _____