



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • FEBRUARY 25, 2019

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 Donald Belcher, Sr., Sr. Pastor at Crooked River Baptist Church -

III. ROLL CALL

Charles Grayson Day Jr.
Alex Blount
James W Galloway
Michael J McClain
Lamar Stokes

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 - Feb 11, 2019 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. PRESENTATION

1. Presentation: State Awards City of Kingsland for Property Acquisition Project -
Georgia Emergency Management Agency/Homeland Security (GEMA/HS), on behalf of Governor Brian Kemp, awards a \$606,751 Hazard Mitigation Grant Program (HMGP) project to City of Kingsland for the purchase and demolition of four flood prone properties.

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

1. Approval Of: Underground Storage Tank Compliance Management Agreement -

An agreement between the City of Kingsland and Carter Environmental Consulting, Inc. for annual training, testing, and compliance management for the city's underground storage tanks to ensure all Georgia EPD requirements are met. *Fleet Manager Ronnie Wise recommends approval.*

VIII. NEW BUSINESS

1. Adoption Of: Ordinance #2019 -03 to Amend Water/Sewer Ordinance for Lodging Class - Finance Director Filiz Morrow

To reinstate Hotel/Motel, RV Parks, and Bed & Breakfast Water, Sewer, Tap Fees, and Capital Recovery rates under a uniform Lodging Class. RV rates established in Ordinance #2018-06 will continue to apply to pre-existing RV Parks until such establishment is sold to new owners and/or to any portion of expansion of existing RV Park. Modifications, including rate adjustments, to future Water/Sewer Ordinances will apply to all existing and new RV Parks proportionately, as applicable.

2. Approval Of: Resolution Requesting Sales Tax Information -

O.C.G.A. § 48-2-15, as amended in 2018, authorizes the Commissioner of the Georgia Department of Revenue to provide certain confidential sales tax information to the “designated finance officer or taxing official” of local governments. This resolution designates Linda Filiz Morrow as the City's Designated Officer and requests sales and use tax information for a period of time to be defined in the Resolution.

3. Approval Of: GEFA DW2017016 Loan Modification Resolution -

The City of Kingsland requested an amendment to the 2017 DWSRF Loan No. 2017016 to provide for an extension to the loan schedule for a new completion of construction date of August 2020. The previous meter replacement contract was delayed significantly due to significant adverse weather, pushing back the schedule of this second phase. GEFA has granted the extension and needs modified loan documents.

4. Approval Of: Ammendments to O.F. Edwards Building Lease Agreement(S) -

Revisions include the transfer of responsibility for utilities, maintenance, and janitorial services to the lessee(s) on a pro-rata basis dependent on the numbers of rooms occupied by the lessee.

5. Approval Of: US Bike Route 1 Resolution and Letter of Support -

The Coastal Regional Commission is requesting Mayor and Council support to designate U.S. Bicycle Route 1 in Coastal Georgia. This route will follow the Georgia Greenway, but will differ in the fact that is for on-road bicyclists, therefore it will use existing infrastructure. U.S. Bicycle Route designation brings economic, transportation, environmental, and health benefits and puts communities on the map as a bicycle tourism destination.

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED



External Affairs
externalaffairs@gema.ga.gov
 (404) 635-7000
[@Georgia EMA](https://www.facebook.com/GEMA.OHS)
[Facebook.com/GEMA.OHS](https://www.facebook.com/GEMA.OHS)

For Immediate Release:

February 11, 2019

News Release

State Awards City of Kingsland Funding for Property Acquisition Project

(ATLANTA) – Georgia Emergency Management Agency/Homeland Security (GEMA/HS), on behalf of Governor Brian Kemp, recently awarded a \$606,751 Hazard Mitigation Grant Program (HMGP) project to City of Kingsland for the purchase and demolition of four flood prone properties.

“Working with local governments to lessen the risk of property damage from natural disasters is a critical part of our mission,” said GEMA/HS Director Homer Bryson. “Acquiring and demolishing flood prone structures allows residents to relocate and prevents them from enduring the ravages of flooding at these sites again.”

The amount awarded includes a federal share of \$455,063.25. The remainder will come from a state share of \$60,675.00 and a local share of \$91,012.75.

This award is part of the FEMA’s Hazard Mitigation Grant Program, which provides funds to state agencies and local governments.

HMPG projects reduce or eliminate the long-term risk to human life and property from the effects of natural hazards by breaking the repetitive cycle of destruction and reconstruction. These funds were made possible as a result of the City of Kingsland’s participation and adoption of the Camden County Multi-Jurisdictional Hazard Mitigation Plan.

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As part of the Office of the Governor, GEMA/HS works with local, state and federal governments, in partnership with the private sector and faith-based community, to protect life and property against man-made and natural emergencies. In addition, GEMA/HS employees are on 24-hour call statewide to assist local authorities when disaster strikes.



Mr. Lee Spell
City of Kingsland
PO Box 250
Kingsland, Georgia 31548

Annual Compliance Management Program

RE: City of Kingsland
687 North Lee Street
Kingsland, Georgia 31548
Facility ID: 9020126

The compliance management program has an annual fee of \$700 (\$900 beginning in 2020).

The program includes:

- An annual physical inspection of the site to ensure the facility is equipped to comply with the UST rules and regulations
- A complete review of compliance documents
- Scheduling of all required testing such as line, leak detector, cathodic protection tests, etc.
- Completing Annual Tank Registration
- Corresponding to Georgia EPD when necessary
- Maintaining release detection records
- Assisting with Class C operator training requirements

Terms: The terms of this agreement shall be for 12 months beginning on the effective date of this agreement. This agreement shall be automatically renewed for an additional 12 month each year unless customer gives written notice to cancel agreement at least 45 days prior to renewal date.

Payment: Customer shall pay \$700 for the first year of the program and will pay \$900 for each year thereafter. All other services (annual line tests, etc.) not listed above will be billed separately and payment will be due upon receipt of invoice.

Confidentiality: Carter Environmental Consulting, Inc. (CEC, Inc.) agrees to maintain confidentiality of any compliance or sales information provided by the Customer. CEC, Inc. will not release any information without written consent from the Customer.

Additional Terms: Customer agrees to defend, indemnify, and hold harmless CEC, Inc. from and against any and all claims, suits, actions, losses, penalties, fines, and of any nature whatsoever, including reasonable attorney's fees, expert witnesses fees, and consultant fees, and court costs arising from the Customer's ownership, use and operation of its Underground Storage Tank System or resulting from (1) Consultant's breach of this Agreement; and/or (2) Consultant's negligence or intentional misconduct.

Lee Spell
City of Kingsland

Date: _____

Alisha V. Carter

Alisha V. Carter, CEO
Carter Environmental Consulting, Inc.

Date: 2/4/2019

ORDINANCE 2019-03
CITY OF KINGSLAND, GEORGIA
TO AMEND WATER AND SEWER ORDINANCE – 2018-01

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AN ORDINANCE TO AMEND THE WATER AND SEWER ORDINANCE FOR PURPOSES OF
REINSTATING UNIFORM WATER, SEWER, TAP FEES, AND CAPITAL RECOVERY RATES FOR
LODGING CLASS AND ALLOWING PROVISION FOR EXISTING RV PARKS TO REMAIN UNDER
CURRENT RATE STRUCTURE

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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:

RESIDENTIAL WATER RATE SCHEDULE :

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CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$ 12.65 - minimum	\$18.65 - minimum
1 gallon	6,000 allons	\$ 2.13 - per 1,000 gals	\$ 2.95 - per 1,000 gals
Over 6,000 gallons		\$ 2.47 - per 1,000 gals	\$ 3.29 - per 1,000 gals

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COMMERCIAL WATER RATE SCHEDULE:

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$ 14.21 - minimum	\$23.52 - minimum
1 gallon	6,000 gallons	\$ 2.30 - per 1,000 gals	\$ 3.50 - per 1,000 gals
Over 6,000 gallons		\$ 2.65 - per 1,000 gals	\$ 3.85 - per 1,000 gals

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CHURCHES WATER RATE SCHEDULE :

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$ 12.65 - minimum	\$18.65 - minimum
1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals	\$ 2.95 - per 1,000 gals
Over 6,000 gallons		\$ 2.47 - per 1,000 gals	\$ 3.29 - per 1,000 gals

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RV/TRAVEL TRAILER PARK WATER RATE SCHEDULE (PER METER):
(For Pre-Existing RV Parks, See Note (b)2 below)

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$14.21 – minimum	\$21.31 – minimum
1 gallon	6,000 gallons	\$ 2.30 – per 1,000 gals	\$ 3.45 – per 1,000 gals
Over 6,000 gallons		\$ 2.65 – per 1,000 gals	\$ 3.98 – per 1,000 gals

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

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$ 10.35 - minimum	\$ 15.53 -minimum
1gallon	6,000 gallons	\$ 2.13 - per 1,000 gals	\$ 3.20 – per 1,000 gals
Over 6,000 gallons		\$ 2.47 - per 1,000 gals	\$ 3.71 – per 1,000 gals

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RATE SCHEDULE PER METER.¶
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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.

Attachment: Ordinance #2019-03 TO REINSTATE UNIFORM LODGING CLASS RATES , ALLOW RATE PROVISION FOR EXISTING RV PARKS (2547 : Adoption Of: Ordinance #2019 -03 to

RESIDENTIAL SEWER RATE SCHEDULE:

CONSUMPTION		Up to--	MONTHLY CHARGE	
			INSIDE	OUTSIDE
0 gallon	0 gallon		\$ 12.65 - minimum	\$ 17.15 - minimum
1 gallon	6,000 gallons		\$ 2.13 - per 1,000 gals	\$ 3.45 - per 1,000 gals
Over 6,000 gallons			\$ 2.47 - per 1,000 gals	\$ 3.79 - per 1,000 gals

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COMMERCIAL SEWER RATE SCHEDULE:

CONSUMPTION		Up to--	MONTHLY CHARGE	
			INSIDE	OUTSIDE
0 gallon	0 gallon		\$ 14.21 - minimum	\$ 19.38 - minimum
1 gallon	6,000 gallons		\$ 2.30 - per 1,000 gals	\$ 3.50 - per 1,000 gals
Over 6,000 gallons			\$ 2.65 - per 1,000 gals	\$ 3.85 - per 1,000 gals

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RV/TRAVEL TRAILER PARK SEWER RATE SCHEDULE (PER METER):
(For Pre-Existing RV Parks, See Note (b)2 below)

CONSUMPTION		Up to--	MONTHLY CHARGE	
			INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon		\$14.21 - minimum	\$ 21.31 - minimum
1 gallon	6,000 gallons		\$ 2.30 - per 1,000 gals	\$ 3.45 - per 1,000 gals
Over 6,000 gallons			\$ 2.65 - per 1,000 gals	\$ 3.98 - per 1,000 gals

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

CONSUMPTION		Up to--	MONTHLY CHARGE	
			INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon		\$ 10.35 - minimum	\$ 15.53 - minimum
1 gallon	6,000 gallons		\$ 2.13 - per 1,000 gals	\$ 3.20 - per 1,000 gals
Over 6,000 gallons			\$ 2.47 - per 1,000 gals	\$ 3.71 - per 1,000 gals

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SEPTIC TANK WASTE DISPOSAL FEE SCHEDULE:

Connection Fee		Rate
\$5 - per tank	+	\$.04 - per gallon

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Deleted: Normal consumption charges as above for all usage over 0 gallons per unit.

(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 commercial or residential unit/ lodging room/RV camp site (slip/hook up), etc.

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2. Water/Sewer rates for RV Parks established in Ordinance #2018-01 will continue to apply to pre-existing RV Parks (in existence prior to February 25, 2019) until such establishment is sold to new owners. Additionally, the portion of expansion of any existing RV Park will be applicable to the current Water/Sewer rates in effect and will not be considered pre-existing. Modifications, including rate adjustments, to future Water/Sewer Ordinances will apply to all existing and new RV Parks proportionately, as applicable. For the purposes of this section, pre-existing RV Parks specifically refers to the following establishments:

i. Country Oaks RV Park, Tax Map 108 032A, up to 44 camp sites (slips/hook ups)

ii. KiKi RV Park, Tax Map 095 003C, up to 22 camp sites (slips/hook ups)

iii. Walkabout Campground & RV Park, Tax Map 093 042A, up to 70 camp sites (slips/hook ups)

(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

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Packet Pg. 7

- 1. An Opt-Out Program is available to customers for the Meter Transmitting Unit (MTU) only; the installation/replacement of water meters is mandated as outlined in the Water/Sewer Ordinance and cannot be opted out of.
- 2. The Opt-Out Program is applicable to current property owners only. Current property owners are those listed on City tax records at the time of the opt-out election. Upon the sale or transfer of a property, a MTU must be installed as part of the remote read program unless the new owner elects to opt out under these guidelines.
- 3. A customer may, at his/her discretion, opt out of the remote read program. In order to do so, the customer must complete and submit the Opt-Out form provided by the Department.
- 4. The customer can enter into agreement with the City by completing the required Opt-Out form. The agreement will include conditions of participation and an acknowledgement of the additional fees and charges that will be assessed due to the election to opt-out.

SOLID WASTE COLLECTION FEE SCHEDULE INSIDE CITY:

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

A wheeled garbage container (solid waste receptacle) will be delivered to new customers within 3-5 business days of opening the account. The garbage container will be picked up by the City at the same time the final water meter reading is taken upon account closure by the customer. The current replacement cost of the container will be deducted from the customer’s security deposit when the customer fails to return the garbage container to the City in a serviceable condition.

SECTION 2. APPLICATION FOR WATER AND SEWER SERVICE:

The consumer shall make application for water and sewer service and at the same time shall make a security deposit as follows:

DEPOSIT INSIDE CITY:

RESIDENTIAL:	3/4"	Meter	\$100.00
COMMERCIAL:	3/4"	Meter	\$125.00
	1"	Meter	\$200.00
	1 1/2"	Meter	\$300.00
	2"	Meter	\$400.00

DEPOSIT OUTSIDE CITY

RESIDENTIAL:	3/4"	Meter	\$100.00
COMMERCIAL:	3/4"	Meter	\$150.00
	1"	Meter	\$250.00
	1 1/2"	Meter	\$350.00
	2"	Meter	\$450.00

Deposits for consumers requiring meters larger than 2 inch shall be determined by estimating two months usage and applying current rate schedules.

The security deposit required inside/outside the City shall be refunded to the customer when the wheeled garbage container is returned to the City in a serviceable condition, and all water & sewer bills are paid in full or when twenty-four (24) consecutive timely payments are made on the customer’s account, whichever occurs first. To qualify for deposit refund account cannot have any late fees, disconnect fees, penalties, or returned check fees in the 24 months preceding the issuance of the refund. (Effective date shall be July 1, 2015).

All applicants for water and/or sanitary sewer who desire to not supply the City of Kingsland with a Social Security Number, which is to be used for collection purposes only shall submit a deposit for service in the amount of \$250.00.

SECTION 3. CHARGES FOR INITIAL WATER AND SEWER SERVICE:

Section 3 of that certain water and/or sewer ordinance of the City of Kingsland duly passed and adopted September 8, 1982, and subsequently amended as appears office and on record in the minute books of said City, is hereby amended by changing fees as follows:

Each consumer subscribing to use the water and/or sewer service of the City of Kingsland shall execute a water and/or sewer users agreement and shall pay basic connection fees as follows:

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(a) FOR WATER SERVICE:

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

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

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

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

(b) FOR SEWER SERVICE:

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

<u>TYPE OF INSTALLATION</u>	<u>FLOW GPD</u>	<u>\$ PER UNIT</u>
CLUB BUILDING	500	\$3,000.00
BAR		
PER SEAT	50 (minimum \$3,000)	\$ 120.00
EMPLOYEE (FTE)	25 (minimum \$3,000)	\$ 60.00
BEAUTY/BARBER SHOP		
PER WET CHAIR	333 (minimum \$3,000)	\$ 799.00
BOWLING ALLEY		
PER LANE	125 (minimum \$3,000)	\$ 300.00
CAR WASH		
PER BAY-SELF OPERATED	100 (minimum \$3,000)	\$ 240.00
AUTOMATIC	166	\$ 398.00
CHURCH		
PER SEAT (in largest assembly)	5 (minimum \$1,000)	\$ 12.00
COIN LAUNDRY		
PER MACHINE	400	\$ 800.00
COMMERCIAL LAUNDRY		
PER MACHINE	640	\$1,536.00
COUNTRY CLUB		
PER 100 Square feet	250	\$ 600.00
HOSPITAL		
PER BED	200	\$ 500.00
INDUSTRIAL		
PER EMPLOYEE	35 (minimum \$3,000)	\$ 84.00

LODGING ESTABLISHMENTS 225 \$ 1,080.00
PER UNIT/ROOM
(Includes Hotel/Motel, RV Parks, B&Bs)

MOBILE HOME PARK SINGLE OR DOUBLE WIDE	300	\$ 1,200.00
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 Medical per 1000 SQ FT	175 (minimum \$3,000) 500	\$ 420.00 \$1,500.00
RESIDENCE PER UNIT-INCLUDES CONDO/T.HOMES	400	\$ 1,200.00
MULTI-FAMILY* PER UNIT 1-2 BEDROOM 3 BEDROOM	300 400	\$1,200.00 \$1,200.00
*Includes duplex, triplex, quadra-plex		
RESTAURANT WITH DRIVE-IN PER SEAT W/O DRIVE-IN	55 (minimum \$3,000) 25 (minimum \$2,000)	\$ 132.00 \$ 50.00
SERVICE STATION/FUEL CTR. REGULAR PUMP TRUCK PUMP OTHERWISE PER PUMP	75	\$ 500.00 \$5,000.00 \$ 180.00
SCHOOL* PER STUDENT WITH GYM	17 (minimum \$1,000) 21 (minimum \$1,500)	\$ 41.00 \$ 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.		

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PARKS 150 . . \$ 724.00¶
per unit¶
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FOR CAPITAL RECOVERY FEE:

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
	5	

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 AUTOMATIC	100 (minimum \$3,000) 166	\$ 240.00 \$ 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>PER UNIT/ROOM</u> <u>(Includes Hotel/Motel, RV Parks, B&Bs)</u>		<u>\$ 1,080.00</u>
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 Medical per 1000 SQ FT	175 (minimum \$3,000) 500	\$ 420.00 \$1,500.00
RESIDENCE PER UNIT-INCLUDES CONDO/T.HOMES	400	\$ 6,000.00
MULTI-FAMILY* PER UNIT 1-2 BEDROOM 3 BEDROOM	300 400	\$6,000.00 \$6,000.00
*Includes duplex, triplex, quadra-plex		
RESTAURANT WITH DRIVE-IN PER SEAT W/O DRIVE-IN	55 (minimum \$3,000) 25 (minimum \$2,000)	\$ 132.00 \$ 50.00
SERVICE STATION/FUEL CTR. REGULAR PUMP TRUCK PUMP OTHERWISE PER PUMP	75	\$ 500.00 \$5,000.00 \$ 180.00
SCHOOL* PER STUDENT WITH GYM	17 (minimum \$1,000) 21 (minimum \$1,500)	\$ 41.00 \$ 50.00
*Includes Day Care Centers		

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PARKS 150 . . \$ 724.00¶
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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:

\$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.

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SECTION 4. MINIMUM CHARGES:

The minimum charge, as provided in the rate schedule, shall be made for such connection subscribed for. Water furnished for a given lot shall be used on that lot only, and except for fire protection, the City of Kingsland shall not under any condition furnish water or sewer service free of charge to anyone.

SECTION 5. TIME LIMITATION FOR CONNECTIONS

When basic water and/or sewer connection fees have been paid by an individual type user, the subscriber shall have (12) twelve months to connect to the system without additional charges, except as hereinbefore provided.

If actual connection occurs during the following (12) twelve months, the subscriber shall be required to pay any increase in the basic fee or fees that may have been adopted by the Mayor and Council by amendment to this ordinance.

At the end of twenty-four (24) months, the total amount of connection fee(s) paid shall be reimbursed to the applicant minus an administrative fee of \$100.00 if service tap(s) to the system have not been provided by the City of Kingsland and the connection to the tap has not been made by the applicant.

If a tap service to the system has been made for a location(s), the total amount of connection fee(s) paid shall be forfeited by the subscriber as service rendered even if actual connection by the applicant/subscriber has not been made.

Both Water and Sewer Connection fees shall be transferable if requested and approved by the Mayor and Council, but additional assessment fees shall be assessed and payable to the City based on increased service demand as provided for in SECTIONS 1, 2, and 3 contained herein.

Subscribers for multiple type users shall also be required to comply with this section, however a detailed schedule for development and connection shall be agreed to by written instrument by the owner/developer and adopted by official action by the Mayor and Council of the City of Kingsland.

SECTION 6. CITY'S RESPONSIBILITY AND LIABILITY

The City of Kingsland, Georgia shall run a service line from its distribution line to the property line where the distribution line exists or is to be constructed and runs immediately adjacent and parallel to the property to be served. The basic connection fee shall be for a service line not exceeding one hundred (100) feet.

- (a) The City may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extension of its distribution lines as may be required to render such service.
- (b) The City may install its meter at or near the property line or, at the City's option, on the consumer's property within three (3) feet of the property line.
- (c) The City reserves the right to refuse service unless the consumer's line or pipings are installed in such a manner as to prevent cross-connection or back-flow.
- (d) Under normal conditions the consumer will be notified of any anticipated interruptions of service by the City of Kingsland.
- (e) The City of Kingsland, Georgia shall run a sewer service line from its collection line to the property line where the collection line exists and runs immediately adjacent and parallel to the property to be served. The basic connection fee shall be for a service line not exceeding one hundred (100) feet.
- (f) The City may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its collection lines as may be required to render such service.
- (g) Residential water meters (3/4 inch) and small commercial water meters (3/4 inch) remain the property of the City of Kingsland. The City of Kingsland is responsible for making repairs to the water meters when necessary.

- (h) Commercial water meters are provided by the customer. Occasionally upon request, commercial water meters are ordered by the City and the customer reimburses the City at cost. Either way, commercial water meters, except small commercial (3/4 inch) water meters, are the property of the customer, and the customer is responsible for maintaining and repairing the water meter to City standards.

SECTION 7. CONSUMER'S RESPONSIBILITY AND LIABILITY:

Water furnished by the City of Kingsland, Georgia shall be used for consumption by the consumer, members of his household and employees only. The consumer shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, nor other purposes, except when water is available in sufficient quantity without interfering with the regular domestic consumption in the area served. Disregard for this rule shall be sufficient cause for refusal and/or discontinuance of service.

- (a) Where meter or meter box is placed on the premises of a consumer, a suitable place shall be provided by the consumer therefore, unobstructed and accessible at all times to the meter.
- (b) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter. Should the City be called out after 4:30p.m. and/or after the City's normal operating hours to turn on or off a water meter because there is no such cut-off valve for consumer's repairs or maintenance, it will be subject to a \$25.00 service charge.
- (c) The consumer's piping and apparatus shall be installed and maintained by the consumer's expense, in a safe and efficient manner and in accordance with the sanitary regulations of the State Health Department.
- (d) In order to be received as a consumer and entitled to receive water from the City's water system, all applicants must offer proof that any private wells located on their property are not physically connected to the lines of the City's water system and all applicants by becoming consumers of the City covenant and agree that, so long as they continue to be consumers of the City, they will not permit the connection of any private wells on their property to the City's water system, by any piping permanent or temporary.
- (e) Sanitary sewer service furnished by the City of Kingsland, Georgia shall be for wastewater generated only by the Kingsland water system. No wastewater from private wells, storm drains, roof drains or similar sources shall be discharged into the system.
- f) The consumer's sewer piping and apparatus shall be installed and maintained at the consumer's expense. All contractors or plumbers installing water/or sewer system service lines shall be registered at City Hall and approved by the City. All such connections and service line work shall be done in accordance with City specifications, and all work shall be inspected and approved by the City prior to the piping being covered with earth.

SECTION 8. ACCESS TO PREMISES AND EXTENSIONS OF SYSTEM:

Duly authorized agents of the City of Kingsland shall have access at all hours to the premises of the consumer for the purpose of installing or removing City property, inspecting piping, reading and testing meters, or for any other purpose in connection with the water service and its facilities and the sewer service and its facilities.

Extensions to the system, outside of existing right-of-way shall be made only when the consumer shall grant or convey, or shall cause to be granted or conveyed to the City of Kingsland a permanent easement of right-of -way across any property traversed by the water and sewer lines.

SECTION 9. CHANGE OF OCCUPANCY:

Notice during normal business hours must be given to the City of Kingsland to discontinue water and sewer service or to change occupancy. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer. The new occupant shall apply for water and sewer service prior to occupying the premises, and failure to do so will make him liable for paying for the water consumed since the last meter reading.

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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 25TH day of FEBRUARY 2019.

THE CITY OF KINGSLAND

BY: Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Linda O’Shaughnessy, City Clerk

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Deleted: Kenneth E. Smith, Sr
Deleted: ,

**RESOLUTION REQUESTING SALES TAX INFORMATION
FROM THE GEORGIA DEPARTMENT OF REVENUE
PURSUANT TO O.C.G.A. § 48-2-15(d.1) AND
NAMING A DESIGNATED OFFICER FOR ALL RELATED PURPOSES**

WHEREAS, Georgia Code (O.C.G.A.) § 48-2-15, as amended in 2018, authorizes the Commissioner of the Georgia Department of Revenue (hereinafter the “DOR Commissioner”) to provide certain confidential sales tax information to the “designated finance officer or taxing official” of counties and other local governments; and

WHEREAS, more specifically, O.C.G.A. § 48-2-15(d.1) authorizes the DOR Commissioner to provide to a local government’s designated officer, upon request, certain information relating to vendors that have submitted sales tax reports within the period of time set forth in that request; and

WHEREAS, O.C.G.A. § 48-2-15(d.1) further allows the local government’s designated officer to request that the DOR Commissioner validate, from time to time, the political subdivision to which sales taxes are being remitted by taxpayers with a business location within that local government’s boundaries; and

WHEREAS, The City of Kingsland desires to obtain the sales tax information described in the above Georgia Code Section;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Kingsland, as follows:

1. The Kingsland Mayor and City Council hereby designates the following finance or tax official as Kingsland’s Designated Officer for all purposes described in O.C.G.A. § 48- 2-15(d.1):

Linda Filiz Morrow, Finance Director
P.O. Box 250
Kingsland, GA 31248
912-729-5613
fmorrow@kingslandgeorgia.com

2. The Mayor and City Council hereby requests that the DOR Commissioner (or his/her designee) furnish to the above-named Designated Officer all vendor sales tax information described in O.C.G.A. § 48-2-15(d.1)(1) within the jurisdictional boundaries of the City of Kingsland for the following time period:
_____.
3. In accordance with O.C.G.A. § 48-2-15(d.1)(2)(B) and following receipt of the information described in Paragraph 2, above, the Designated Officer is hereby authorized to request validation by the DOR Commissioner of the political subdivision to which one or more vendors/taxpayers with a business location in the City of Kingsland have remitted sales taxes for the designated period, with such validation request to contain the business name and location address of each such vendor/taxpayer and such other information as may assist the DOR Commissioner in responding to such validation request;
4. The Designated Officer shall use such information only in the discharge of his/her

duties and shall maintain the confidentiality of such information as required by O.C.G.A. § 48-2-15(d.1); and

5. The City of Kingsland shall comply with all confidentiality requirements of O.C.G.A. § 48-2-15(d.1), including, but not limited to, the requirements that 1) such information may only be discussed by members of the Kingsland City Council in executive session and 2) members of the Kingsland City Council shall recuse themselves from such executive session discussions in the event of a conflict of interest as described in the above Georgia Code Section.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its approval by the Mayor and Council of the City of Kingsland, and the official named above shall remain the City of Kingsland's Designated Officer for all purposes under O.C.G.A. § 48-2-15(d.1) until further action of the Mayor and Council of the City of Kingsland.

BE IT FURTHER RESOLVED, that the Kingsland City Clerk is hereby directed to provide a certified copy of this Resolution to the Georgia Department of Revenue via email (public.disclosure@dor.ga.gov) or to otherwise transmit a copy of this Resolution as may be directed by the Georgia Department of Revenue.

PASSED AND RESOLVED this ____ day of _____, 2019.

Kingsland Mayor and City Council

By: _____

Dr. C. Grayson Day, Mayor

ATTEST: _____

Linda O'Shaughnessy, City Clerk

[Affix Seal]

February 18, 2019

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

RE: Modification for Loan No. DW2017016

Dear Mr. Spell:

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

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

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

SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

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

EXHIBIT E – OPINION OF BORROWER'S COUNSEL

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

EXHIBIT F – RESOLUTION OF GOVERNING BODY

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracy Williams', written in a cursive style.

Tracy Williams

Enclosures

EXHIBIT F

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITYOF KINGSLAND

Loan Number: DW2017016

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

WHEREAS, the Borrower has borrowed **\$1,500,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **JANUARY 24, 2018**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **NOVEMBER 27, 2017**, of the Borrower; and

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

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

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

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

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

Date: _____

Secretary/Clerk

(SEAL)

Attachment: GEFA DW2017016 Loan Modification Resolution (2565 : Approval Of: GEFA DW2017016 Loan Modification Resolution)

State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2019 by and between the City of Kingsland, Georgia ("Lessor") and Camden County Joint Development Authority ("Lessee"):

In consideration of the prompt payment of the rentals set out herein and the faithful performance by Lessee of all of its promises, covenants and obligations, Lessor demises and leases to Lessee and Lessee accepts for the term and subject to these provisions, the following described real property in the City of Kingsland, in Camden County, Georgia more specifically described as:

The Offices numbered 1, 2, 3 and 4 as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "O. F. Edwards Building". Lessee shall also have the right to use certain Common Areas located on the Property as set forth more fully herein.

This contract and lease is also subject to the following terms, promises, agreements, conditions, and covenants:

1. The term of this lease shall be for a period of two years commencing on the _____ day of _____, 2019 and ending on the _____ day of _____ 2021. If either party desires to terminate this lease, then such party must give the other party ninety (90) days advance written notice no more than 6 months prior to the end of the lease. This lease will automatically renew on an annual basis, unless either party gives such written notice of its intent to terminate the lease.
2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the total sum of \$2.00 payable in yearly installments of \$1.00; for any renewals, Lessee shall pay a rental amount in the sum of \$1.00 per year.
3. Lessee shall use the Offices and, as allowed, the Common Areas, for the purposes hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, and forums.
4. Lessee, and its employees and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas, streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, elevators, escalators, roadways, loading platforms, bus stops, restrooms, light facilities, ramps, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to the control and management of Lessor or such other parties as Lessor may decide upon and Lessor shall have the sole

authority to make such rules and regulations as in Lessor's sole discretion, may be appropriate concerning the use of the Common Areas.

5. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol at such events. Additionally, only Lessee and others leasing portions of the Property from Lessor shall have the right to utilize the Property and Common Areas for private events and functions. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.

6. Lessee shall be responsible for all reasonable charges for customary and frequent janitor and cleaning services to the Common Areas.

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7. Lessee shall be responsible for all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, and shall be responsible for its own telephone and internet service. Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property. Utility charges as referenced above shall be proportionately divided among all active long-term lease holders and shall be based on the number of rooms held by each Lessee.

8. Lessee agrees that it will, at its own expense, keep and maintain the interior of the Offices in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Offices from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessee shall keep in good repair the remainder of the Property, including but not limited to the Common Areas, heating and air conditioning equipment, roof (including structure, deck and insulation, flashing and membrane), foundations, exterior walls, landscaping, plumbing, sewer, septic, electrical and underground utilities. Lessor gives to Lessee exclusive control of the Offices and shall be under no obligation to inspect the same. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair.
9. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.
10. It is further agreed that Lessee shall not do, or permit to be done, anything in or upon any portion of the Property or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.
11. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed necessary.

12. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.
13. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.
14. Lessee shall, at its own responsibility and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Offices.
15. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.
16. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 30-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 30 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Offices and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.
17. The 30 days prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Lessee at 531 North Lee Street, Kingsland, GA 31548. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.
18. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices and all appurtenances or improvements in them in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition.
19. Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create

or be the foundation for any lien upon the Property or interest in the Property of the Lessor.

20. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Offices to the Lessor.
21. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.
22. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Offices, venue for the action shall lie in Camden County, Georgia.
23. In any action brought by any party for the enforcement of the obligations herein, the prevailing party shall be entitled to recover its costs of litigation and reasonable attorney fees.
24. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the ____ day of _____, 2019.

CITY OF KINGSLAND, GEORGIA

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

By: _____

By: _____

Its Mayor: _____

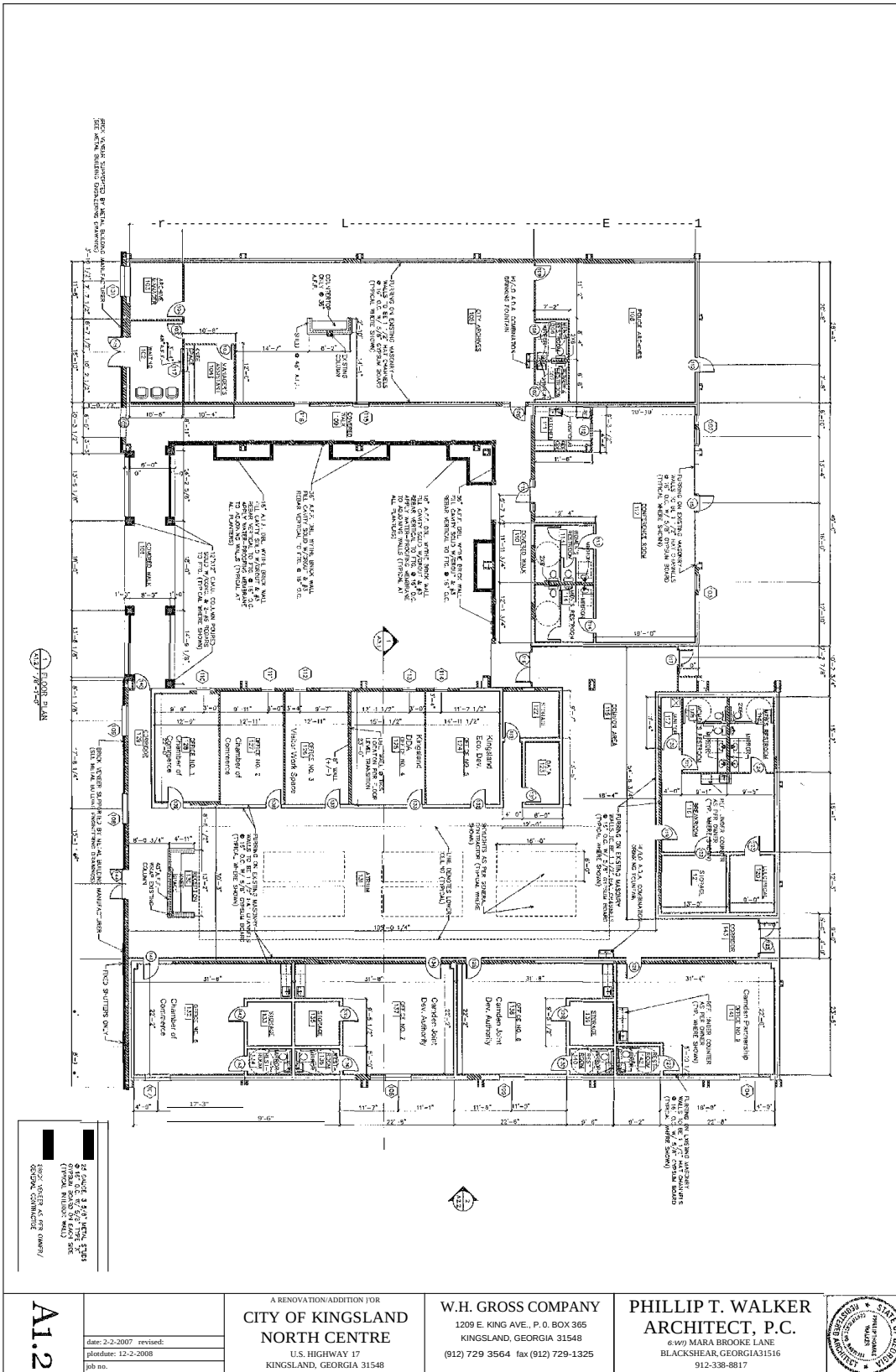
Its Chairman: _____

Attest: _____

Attest: _____

Its City Clerk: _____

Its Secretary/Treasurer: _____



RESOLUTION

A RESOLUTION OF KINGSLAND, GEORGIA STATING ITS SUPPORT FOR THE DEVELOPMENT OF U.S. BICYCLE ROUTE 1

STATE OF GEORGIA
KINGSLAND

WHEREAS, bicycle tourism is a growing industry in North America, presently contributing approximately \$47 billion dollars a year nationally to the economies of communities that provide facilities for said tourism; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing coastal Georgia to be developed as United States Bike Route (USBR) 1; and

WHEREAS; the Kingsland City Council and the Georgia Department of Transportation and other stakeholders, have proposed a specific route to be designated as USBR 1, a map which is herein incorporated in this resolution by reference; and

WHEREAS; the proposed route for USBR 1 comes through Kingsland and is expected to provide a benefit to local residents and businesses; and

WHEREAS; the Kingsland City Council has duly considered said proposed route and determined it to be a suitable route through Kingsland and desire the route be formally designated so that it can be appropriately mapped and signed, thereby promoting bicycle tourism in the Greater Chatham County Community.

NOW THEREFORE BE IT RESOLVED, the Kingsland Mayor and City Council hereby expresses its approval and support for the development of USBR 1, and requests that the appropriate government officials take action to officially designate the route accordingly as soon as possible.

BE IT FURTHER RESOLVED by the Mayor and City Council that Kingsland agrees to post and maintain signs for said bicycle route once said designation has been made.

ALL RESOLUTION AND PARTS OF RESOLUTION INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE BEREBY RESCINDED.

SO RESOLVED THIS _____ DAY OF _____, 2019

VOTE ON RESOLUTION

	<u>YES</u>	<u>NO</u>	<u>Abstain/Absent</u>
Name	_____	_____	_____
Name	_____	_____	_____
Name	_____	_____	_____
Name	_____	_____	_____

ATTEST:

Clerk, Kingsland City Council



The City of Kingsland, GA
 107 South Lee Street
 P.O. Box 250
 Kingsland, GA 31548
 Ph: 912-729-5613
 Fax: 912-729-7618

February 25, 2019

Commissioner Russell McMurry
 Georgia Department of Transportation
 One Georgia Center
 600 West Peachtree NW
 Atlanta, GA 30308

Dear Commissioner McMurry:

The City of Kingsland would like to offer our support for the designation of proposed U.S. Bicycle Route 1 (USBR1) through our community. We recognize that bicycle tourism is a growing industry in North America, contributing \$83 billion a year to the economies of communities that provide facilities for such tourists. As a community, we stand to benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region.

The U.S. Bicycle Route System is a bicycle-based transportation system sponsored by the American Association of State Highway and Transportation Officials (AASHTO). Our city lies within the proposed USBR 1 corridor that extends across Coastal Georgia.

The proposed route for USBR 1 will provide a benefit to our residents and businesses and we endorse having the route mapped and signed, thereby promoting bicycle tourism in our area; therefore the City of Kingsland hereby expresses its support to USBR 1 and requests that the appropriate officials nominate the route for AASHTO designation as soon as this can be achieved.

Sincerely,

Lee H. Spell
 City Manager

CC: Jack Anninos, GDOT State Bicycle and Pedestrian Engineer



The goal of The United States Bicycle Route System is to connect America through a network of numbered interstate bicycle routes.

NATIONAL CORRIDOR PLAN

October 2018



Adventure Cycling Association
America's bicycle travel experts

AMERICAN ASSOCIATION OF
STATE HIGHWAY AND
TRANSPORTATION OFFICIALS
AASHTO
THE VOICE OF TRANSPORTATION

8.5.c

Attachment: USBR National Map (2561 : Approval Of: US Bike Route 1 Resolution and Letter of Support)



Proposed US Bike Route Coastal Georgia

