



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • SEPTEMBER 23, 2019

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. Notice of Public Hearing for Annexation of Parcels 093 016F, 093 016G, and 093 018 Located on EMS Tower Road North of the Harrietts Bluff Road and to Rezone Parcels 093 016F, 093 16G, and 093 018 to C-4 Interchange Commercial.

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II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

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

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 - Sep 9, 2019 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. RECOGNITION

1. Proclamation, Domestic Violence Awareness Month, October, 2019 -

VII. PRESENTATION

1. Redspeed Georgia, LLC -

VIII. GRANTING AUDIENCE TO THE PUBLIC

IX. OLD BUSINESS

X. PLANNING AND ZONING

1. Approval Of: Final Plat, Waters Edge, Phase IV -

William H. Gross, Waters Edge Kingsland Property Holdings, LLC is requesting a Final Plat for Waters Edge - Phase IV in the Waters Edge Subdivision on Cedar Breeze Drive, Tax Parcel is 108 071. Lot Numbers: 47-66, Zoning is PD/R1. Number of proposed lots - 20, 5.95 acres. *Planning Commission recommends approval.*

2. Approval Of: Annexation of 3 Parcels Totaling 9.36 Acres -

Matt Jordan has applied for annexation of 9.36 acres located on the east side of EMS Tower Road east of I-95 North and North of Harrietts Bluff Road in the unincorporated area of Camden County. Tax Parcels are 093 018, 093 016F and 093, zoning is A-R & C-1 (County) desired zoning is C-4 (City). *Planning Commission recommends approval.*

3. Adoption Of: Ordinance #2019-07, an Ordinance to Annex Matt Jordan Tracts by the City of Kingsland -

XI. NEW BUSINESS

1. Approval Of: Resolution # 2019-08 Adoption of FY 2019-20 Operating Budget -

2. Approval Of: 2019 Tax Millage Rate -

In accordance with O.C.G.A. Section 48-5-32.1 final millage rate is set by the authority of this taxing jurisdiction for tax year 2019. Required five year history and current digest have been published in accordance with O.C.G.A. Section 48-5-32. Proposed FY 2019-20 Budget is based on 8.0 Mills.

3. Adoption Of: Ordinance #2019-08 to Amend Water/Sewer Ordinance for Solid Waste Collection Fee -

Current commercial solid waste collection fee schedule includes two options for businesses: 2 cans/2 pick ups per week at \$81/month or 2 cans/1 pick up per week at \$41/month. Certain small businesses do not need 2 cans and/or 2 pick ups per week. Amendment proposes a third rate for small businesses to reflect rate schedule as follows:

One-96 gallon can 1x week = \$25.00/month

Two-96 gallon cans 1x week = \$41.00/month

Two-96 gallon cans 2x week = \$81.00/month

4. Approval Of: Georgia Gateway Community Improvement District 2019 Millage Rate -

Georgia Gateway CID Board met on Tuesday, September 17, 2019. At the scheduled meeting the Board unanimously approved the CID millage to be set at 5 mills. This will generate \$5,401 for the CID Fund. *Finance Director recommends approval.*

5. Approval Of: Resolution 2019-09, Authorizing Execution of Contract Documents for Water Treatment Plant #1, Approval Of: Resolution 2019-10, Authorizing Execution of Contract Documents for Wastewater Treatment Facility. -

6. Approval Of: Professional Services Agreement, Red Speed Georgia, LLC -

7. Cancellation Of: October 14, 2019 City Council Meeting - Columbus Day Holiday -

XII. MAYOR AND COUNCIL ANNOUNCEMENT

XIII. ADJOURNED



CITY OF KINGSLAND

PROCLAMATION

"DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER, 2019"

WHEREAS, the National Domestic Awareness Month is recognized each October through educational events, community gatherings, and support groups to recognize that ending domestic violence starts with just one small action; and,

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender, and income levels and the U.S. Department of Justice estimates that 1.3 million women and 835,000 men are victims of physical violence by a partner every year; and

WHEREAS, every nine seconds a woman in the United States is beaten or assaulted by a current or ex-significant other; and one in four men are victims of some form of physical violence by an intimate partner; and

WHEREAS, during this month, we dedicate ourselves to protecting vulnerable members of our society and insuring domestic abusers are punished to the full extent of the law; and,

WHEREAS, I urge all citizens to reach out to victims of domestic violence and take action to make ending domestic violence a national priority; and,

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Kingsland, Georgia, the month of October as National Domestic Violence Awareness Month and urge the citizens of Kingsland to work together to eliminate violence from our community.

IN WITNESS WHEREOF, I have here unto set my hand this 23rd day of September, 2019.

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Linda M. O'Shaughnessy, City Clerk



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

Planning and Community Development Staff Report

Planning Commission Meeting Date: September 3, 2019

City Council Meeting Date: September 9, 2019

Agenda Item: Waters Edge – Phase 4 - Final Plat

Background:

The Waters Edge area of the city continues to be a popular place to live in the city. This phase of the Waters Edge development follows the same PD (Plan Development) that was originally submitted when the project was first developed. With this phase of the development, the developer wishes for the final plat to be approved which includes 20 lots on 7.34 acres. All infrastructure has been completed and inspected and the developer has provided a Letter of Credit for the warranty requirements on the infrastructure.

Zoning: PD-R1

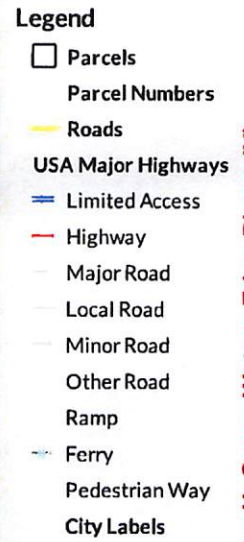
Summary:

The proposed development fits within the context of the area and is consistent with the original Planned Development. This will offer an opportunity for more residences in the area. Again, all infrastructure has been completed and inspected and the developer has provided a Letter of Credit for the warranty requirements on the infrastructure.

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

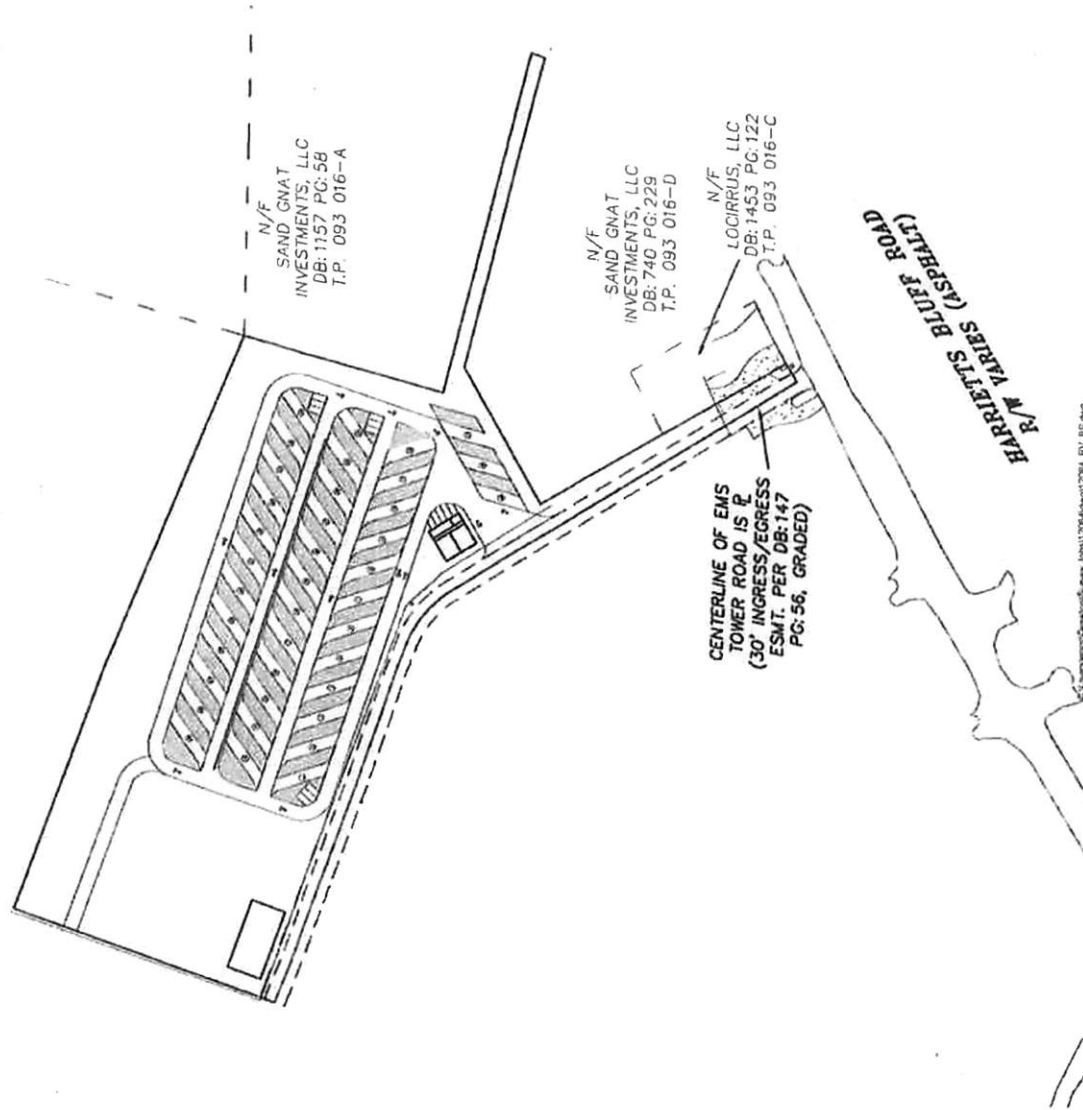
Attachment: Sept 2019-Final Plat-William H. Gross-Waters Edge-Phase IV (2819 : Final Plat-William H. Gross-Waters Edge-Phase IV)
Attachment: Waters Edge (2831 : Approval Of: Final Plat, Waters Edge, Phase IV)



Attachment: Sept 2019-Final Plat-William H. Gross-Waters Edge-Phase IV (2819 : Final Plat-William H. Gross-Waters Edge-Phase IV)



N/F
WILLIAM H GROSS
DB: 1700 PG: 226
T.P. 093 016



C:\Users\matt\Documents\Survey\John11206\Survey123\N_F_180.dwg

Attachment: Sept 2019 Annexation-Matt Jordan (2815 : Annexation-Matt Jordan)

Attachment: Matthew Jordan (2830 : Approval Of: Annexation of 3 Parcels Totalling 9.36 Acres)

ORDINANCE NO. 2019-07**AN ORDINANCE TO ANNEX MATT JORDAN TRACTS BY THE CITY OF KINGSLAND**

WHEREAS, the City of Kingsland seeks to encourage planned growth and development that offers urban type services; and

WHEREAS, Matt Jordan owns three tracts located on EMS Tower Rd. otherwise described as map and parcel 093 016F, 093 016G, and 093 018 consisting of 9.36 acres with two tracts currently undeveloped and one tract developed as residential.

WHEREAS, parcels 093 16G and 093 018 adjoins parcel 093 16F which adjoins the City of Kingsland across Harriett's Bluff Rd.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND that the City of Kingsland annex the stated property of Matt Jordan and that it be zoned C-4.

Adopted and approved this 9th day of September, 2019.

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Linda M. O' Shaughnessy, City Clerk

Attachment: Annex Ordinance (2829 : Adoption Of: Ordinance #2019-07)

Resolution 2019-__
City of Kingsland
Proposed FY 2019-20 Budget

11.1.a

	Department	FY 19-20 Requested Budget	FY 19-20 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 18-19 Budget	Variance from FY 18-19 Budget to FY 19-20 Recom'd		Summary of Changes From FY18-19 Budget to FY19-20 Budget
						% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$10,816,114	\$10,816,114	\$0	\$11,076,648	-2.35%	-\$260,534	Overall budget includes: performance raises effective on employee anniversary date for qualifying employees. Up to 2% raise based on performance and years of service; \$350 Christmas bonus (prorated); retirement funding 6.5% decrease: health & life insurance no increase in premiums (employer & employee); and health clinic 4.4% increase. Contingency of \$333,253 based on tax rate of 8.00 mills. Proposed contingency funds will go back into the fund balance to replace amount used in current year to pay off KDA loan. Tax revenues are based on 4% digest increase due to new construction growth. The rollback rate of 8.094 mills would generate \$100,00 increase in taxes, at 8.00 mills it would generate \$52,000 more than current year. Other increases are in franchise taxes, L.O.S.T., and Insurance premium tax. Decreases in building permits and cash carry forward.
	Administration	\$1,105,380	\$1,106,803	\$1,423	\$1,790,548	-38.19%	-\$683,745	Decreases in credit card processing fees, capital outlays, and transfers to KDA (\$677,707). Increases in PSA funding 5.46% (+\$38,905). Allocated \$5,000 for Exit 3 landscaping improvements and \$1,700 towards phase II new City seal implementation.
	Information Technology	\$176,853	\$176,191	-\$662	\$266,604	-33.91%	-\$90,413	Shared department with water/sewer fund. Revised allocation to 60%/40% split based on IT functions. Overall increase between both funds is \$256 or .09%. Two step increase requested for Computer Support Specialist, 7.5%, with new responsibilities as a Network Administrator (not recommended, removed). (60%GF/40%WS)
	Finance	\$288,494	\$290,517	\$2,023	\$320,663	-9.40%	-\$30,146	Shared department with water/sewer fund. Revised allocation to 60%/40% split based on finance functions. Overall decrease between both funds is \$12,584 or 2.51%. Decrease in salaries for not filling vacancy for one cashier position. (60%GF/40%WS)
	Municipal Court	\$446,984	\$446,731	-\$253	\$451,948	-1.15%	-\$5,217	Overall decrease related to retirement of one employee. One step increase requested for Court clerk due to additional responsibilities (not recommended, removed). Increase in other costs for fine add-ons based on fines and forfeitures.
	Police	\$3,131,767	\$3,092,690	-\$39,077	\$3,008,651	2.79%	\$84,039	Increase in salaries to budget at full staff, currently showing 12 vacancies offset by increase in education and training and community partnership programs. Salary increases for new positions based on restructured organizational chart, no increase to overall FTE count and department salaries. Capital outlays include 3 patrol vehicles (\$73,260), 1 admin vehicle (\$22,000), installed vehicle equipment (\$40,00), and new equipment in interview room (\$5,370).
General Fund	Fire	\$2,541,057	\$2,521,235	-\$19,822	\$2,195,405	14.84%	\$325,830	Increase in capital outlay to refurbish E-One 75' Aerial Ladder truck (\$385,908), refurbish E-One cyclone pumper (\$222,807), and replacement of cascade system (\$58,000) offset by reduction in overtime, medical clearances, communications, and debt service.
	Public Works	\$1,859,408	\$1,844,332	-\$15,076	\$1,920,421	-3.96%	-\$76,089	Increase in salaries to budget full staff, automobile parts, and gasoline offset by a reduction in capital outlays from prior year. Capital outlays include one vehicle (\$22,000), flat bed dump truck (\$62,000), and a 4x4 ATV for grass crew (\$10,000).

Resolution 2019-__
City of Kingsland
Proposed FY 2019-20 Budget

11.1.a

						Variance from FY 18-19 Budget to FY 19-20 Recom'd		Summary of Changes From FY18-19 Budget to FY19-20 Budget	
	Department	FY 19-20 Requested Budget	FY 19-20 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 18-19 Budget	% Change	\$ Increase/ Decrease		
								Overall budget includes: performance raises effective on employee anniversary date for qualifying employees. Up to 2% raise based on performance and years of service; \$350 Christmas bonus (prorated); retirement funding 6.5% decrease; health & life insurance no increase in premiums (employer & employee); and health clinic 4.4% increase.	
	P&Z	\$596,736	\$562,732	-\$34,004	\$577,543	-2.56%	-\$14,811	Overall decrease in health insurance adjustments, communications, and auto parts. Requesting new hire for GIS Analyst at \$46,000. Capital outlay for one used vehicle at \$17,000.	
	Econ. Dev./DDA	\$122,621	\$104,496	-\$18,125	\$118,763	-12.01%	-\$14,267	Overall decrease in contracted services (\$17,000) offset by an increase in mounted Christmas decorations (\$5,000). Requested one more year of festival entertainment at \$15,000 and then DDA will fund future years.	
	Fleet Services	\$345,666	\$337,134	-\$8,532	\$284,703	18.42%	\$52,431	Shared department with water/sewer fund based on fleet functions performed for other departments. Overall increase between both funds is \$71,230 or +18.90%. Increase in capital outlays for alignment machine (\$30,000), alignment rack (\$15,000), twin post rack (\$10,995), diagnostic system (\$5,000), and upgrade fuel dispensers at fuel depot (\$12,500). (75%GF/25%WS)	
	GF Total Expenditures	\$10,614,966	\$10,482,861	-\$132,105	\$10,935,249	-4.14%	-\$452,388		
Water / Sewer Fund	Revenues for Water/Sewer Fund	\$12,752,339	\$12,752,339	\$0	\$8,374,692	52.27%	\$4,377,647	Contingency of \$316,610; based on current rate structure. Overall increase in GEFA projects for CW \$4.5M and DW \$1.5M offset with cash carry forward to payoff GEFA loans \$3.5M and SPLOST funding \$2.5M.	
	Administration	\$453,288	\$454,486	\$1,198	\$495,976	-8.37%	-\$41,490	Decrease in salaries & benefits for not filling vacancy in meter reading division and decrease in credit card processing fees.	
	Information Technology	\$116,755	\$116,314	-\$441	\$26,748	334.85%	\$89,566	Shared department with general fund. Revised allocation to 60%/40% split based on IT functions. Overall increase between both funds is \$256 or .09%. Two step increase requested for Computer Support Specialist, 7.5%, with new responsibilities as a Network Administrator (not recommended, removed). (60%GF/40%WS)	
	Finance	\$200,224	\$201,572	\$1,348	\$180,639	11.59%	\$20,933	Shared department with general fund. Revised allocation to 60%/40% split based on finance functions. Overall decrease between both funds is \$12,584 or 2.51%. Decrease in salaries for not filling vacancy for one cashier position. (60%GF/40%WS)	
	Fleet Services	\$115,777	\$112,929	-\$2,848	\$92,258	22.41%	\$20,671	Shared department with general fund based on fleet functions performed for other departments. Overall increase between both funds is \$71,230 or +18.90%. Increase in capital outlays for alignment machine (\$30,000), alignment rack (\$15,000), twin post rack (\$10,995), diagnostic system (\$5,000), and upgrade fuel dispensers at fuel depot (\$12,500). (75%GF/25%WS)	

Attachment: Council Summary FY 19-20 (2833 : Approval Of: Resolution # 2019- Adoption of FY 2019-20

Resolution 2019-__
City of Kingsland
Proposed FY 2019-20 Budget

11.1.a

	Department	FY 19-20 Requested Budget	FY 19-20 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 18-19 Budget	Variance from FY 18-19 Budget to FY 19-20 Recom'd		Summary of Changes From FY18-19 Budget to FY19-20 Budget
						% Change	\$ Increase/ Decrease	
Water/Sew	Operations	\$10,875,628	\$11,550,428	\$674,800	\$7,324,802	57.69%	\$4,225,626	Overall budget includes: performance raises effective on employee anniversary date for qualifying employees. Up to 2% raise based on performance and years of service; \$350 Christmas bonus (prorated); retirement funding 6.5% decrease: health & life insurance no increase in premiums (employer & employee); and health clinic 4.4% increase. Increases in salaries for two new positions, utility line technicians, at \$46,717. Increases in wastewater plant repairs offset by a decrease in tank maintenance contract. Capital outlays for GEFA projects for CW \$4.5M and DW \$1.5M, lift station rehabs \$375,000, Deep Well at WTP #2 \$500,000, flat bed dump truck \$62,000, water saw \$6,000, and two 3/4 ton pick up trucks with tool box body \$84,000.
	Water/Sewer Fund Total Expenses	\$11,761,672	\$12,435,729	\$674,057	\$8,120,423	53.14%	\$4,315,306	
Solid Waste	Solid Waste Revenues	\$1,572,010	\$1,572,010	\$0	\$1,443,010	8.94%	\$129,000	Contingency of \$180,609; based on current rate structure. Increase in revenues from cash carry forward for capital outlay purchases (\$500k).
	Expenses	\$1,388,031	\$1,391,401	\$3,370	\$1,350,870	3.00%	\$40,531	Increase in capital outlay for one rear loader \$210,000 and one side loader \$290,000 offset with a reduction in debt service payments and supplies.
Other Funds	Confiscated Assets Fund	\$40,025	\$40,025	\$0	\$40,025	0.00%	\$0	Based on estimated confiscated assets and remaining CISCO funds.
	Multiple Grant Fund	\$240,569	\$240,569	\$0	\$310,596	-22.55%	-\$70,027	Based on grant awards expected during the fiscal year. Includes LMIG \$215,569 plus 30% match; Safety grant \$16,000; and Health & Wellness grant \$9,000.
	CVB Fund (Tourism)	\$843,695	\$843,695	\$0	\$1,010,044	-16.47%	-\$166,349	Revenues are based at 44% of estimated Hotel/motel tax revenues \$440,000, cash carry forward \$382,000, merchandise sales, & County HMT Share \$18k. Board approved unfreezing FT sales manager position, \$33,280.
	Hotel/Motel Tax Fund	\$1,000,000	\$1,000,000	\$0	\$1,000,000	0.00%	\$0	Based on estimated hotel/motel tax revenues.
	Downtown Development Authority Fund	\$68,899	\$68,899	\$0	\$55,336	24.51%	\$13,563	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. Cash carry forward \$44,269.
	Georgia Gateway Community Improvement District	\$10,802	\$10,802	\$0	\$11,500	100.00%	-\$698	Special Revenue Fund used to account for the component unit whose purpose is to account for the activities of the community improvement district. Budgeted funds represent tax revenues generated within the district based on 10 mills.
	Tax Allocation District #1	\$1,331	\$1,331	\$0	\$1,724	100.00%	-\$393	Special Revenue Fund used to account for incremental tax generated for Kingsland TAD #1. Budgeted funds represent incremental tax from the certified base.

Attachment: Council Summary FY 19-20 (2833 : Approval Of: Resolution # 2019- Adoption of FY 2019-20

Resolution 2019-__
City of Kingsland
Proposed FY 2019-20 Budget

11.1.a

Department		FY 19-20 Requested Budget	FY 19-20 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 18-19 Budget	Variance from FY 18-19 Budget to FY 19-20 Recom'd		Summary of Changes From FY18-19 Budget to FY19-20 Budget
						% Change	\$ Increase/ Decrease	
Other Funds	Kingsland Development Authority	\$29,493	\$29,493	\$0	\$707,707	-95.83%	-\$678,214	Overall budget includes: performance raises effective on employee anniversary date for qualifying employees. Up to 2% raise based on performance and years of service; \$350 Christmas bonus (prorated); retirement funding 6.5% decrease: health & life insurance no increase in premiums (employer & employee); and health clinic 4.4% increase.
	SPLOST Fund #7	\$3,521,749	\$3,521,749	\$0	\$2,119,703	66.14%	\$1,402,046	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings. Decrease related to paying off KDA loan in current year.
	SPLOST Fund #8	\$1,755,500	\$1,755,500	\$0	\$0	100.00%	\$1,755,500	Based on funds remaining for projects outlined in the SPLOST VII agreement, total amount is cash carry forward (revenues ended June 2019). LMIG resurfacing matches \$171,848; Drainage projects \$275,000; Road projects \$357,869; W/S infrastructure \$2,717,032.
	General Debt Service	\$178,763	\$121,082	-\$57,681	\$872,687	-86.13%	-\$751,605	Based on SPLOST VIII revenues beginning with July 2019 collections. Reflects 3 months carry forward (July-Sept 2019) and 12 months FY19-20 at a rate of 65% of Kingsland's share until County Tier 2 projects are fully funded. First year projects include: ladder truck, IT equipment, Fire House 4 remodel, traffic light at Boone/Haddock, Exit 3 lights replacing 5 poles and lights, upgrade street signs.
	Debt Service Revenue Bond	\$170,000	\$170,000	\$0	\$170,000		\$0	Based on current lease payments for governmental funds. Decrease related to paying off KDA loan & Fire Rescue Pumper Truck in current year.
								17% of the hotel/motel tax is accounted here for the bond payment of the welcome center.
					Mayor			
	C. Grayson Day, Jr.				(Print Title)			
The undersigned hereby certifies that he or she is the Clerk of the City of Kingsland, Georgia and that the foregoing is a true copy of the Resolution adopted by the governing body of the City at a meeting duly held on the <u>23rd of September 2019</u> , at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now effective day of the new fiscal year, <u>October 1st, 2019 through September 30, 2020</u> . Given under the seal of the City, this _____, 2019.								
	(SEAL)							
					City Clerk			

Attachment: Council Summary FY 19-20 (2833 : Approval Of: Resolution # 2019- Adoption of FY 2019-20

**Public Meeting Notice
Adopting 2019 Millage Rate**

The Kingsland Mayor and Council do hereby announce that the millage rate will be set at a public meeting to be held at City Hall located at 107 South Lee St, Kingsland, Georgia on SEPTEMBER 23, 2019 at 6 P.M. and pursuant to the requirements of O.C.G.A. 48-5-32 do hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

Current 2019 Tax Digest and 5-Year History of Levy

City	2014	2015	2016	2017	2018	2019
Real & Personal	\$383,383,293	\$371,226,251	\$386,573,946	\$416,642,488	\$459,298,438	\$482,564,353
Motor Vehicles	26,759,680	18,861,240	13,846,310	10,132,100	7,707,980	6,468,940
Mobile Home	2,546,074	2,577,000	2,557,450	2,449,334	2,413,626	2,286,514
Timber 100%	1,983,183	5,166,962	3,720,921	3,431,276	4,899,905	2,192,114
Gross Digest	414,672,230	397,831,453	406,698,627	432,655,198	474,319,949	493,511,921
Less M&O Exemptions	10,707,988	10,132,601	12,532,178	12,889,938	17,292,699	20,998,918
Net M&O Digest	403,964,242	387,698,852	394,166,449	419,765,260	457,027,250	472,513,003
State Forest Land						
Assistance Grant Value	0	0	687,596	995,420	1,017,954	702,030
Adjusted Net M&O Digest	403,964,242	387,698,852	394,854,045	420,760,680	458,045,204	473,215,033
Gross M&O Millage	11.65	12.12	11.55	12.24	11.68	11.55
Less Rollbacks	3.65	4.12	4.05	3.74	3.54	3.55
Net M&O Millage	8.00	8.00	7.50	8.50	8.14	8.00
Net Taxes Levied	3,231,713.94	3,101,590.82	2,961,405.34	3,576,465.78	3,728,946.01	3,785,720.26
Net Tax \$ Increase	(\$71,488.07)	(\$130,123.12)	(\$140,185.48)	\$615,060.44	\$152,480.23	\$56,774.26
Net Taxes % Increase	-2.16%	-4.03%	-4.52%	20.77%	4.26%	1.52%

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2019

Attachment: 2019_PT-32.1_Computation_of_Millage_Rate_Rollback_and_Percentage_Increase_in_Property_Taxes_ (2832 : Approval Of: 2019

COUNTY: Camden		TAXING JURISDICTION: Kingsland		
ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW				
DESCRIPTION	2018 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2019 DIGEST
REAL	435,039,806	3,214,659	19,101,467	457,355,932
PERSONAL	24,258,632		949,789	25,208,421
MOTOR VEHICLES	7,707,980		(1,239,040)	6,468,940
MOBILE HOMES	2,413,626		(127,112)	2,286,514
TIMBER -100%	4,899,905		(2,707,791)	2,192,114
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	474,319,949	3,214,659	15,977,313	493,511,921
EXEMPTIONS	17,292,699	531,960	3,174,259	20,998,918
NET DIGEST	457,027,250	2,682,699	12,803,054	472,513,003
	(PYD)	(RVA)	(NAG)	(CYD)
2018 MILLAGE RATE: 8.140		2019 MILLAGE RATE: 8.000		
CALCULATION OF ROLLBACK RATE				
DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA	
2018 Net Digest	PYD	457,027,250		
Net Value Added-Reassessment of Existing Real Property	RVA	2,682,699		
Other Net Changes to Taxable Digest	NAG	12,803,054		
2019 Net Digest	CYD	472,513,003	(PYD+RVA+NAG)	
2018 Millage Rate	PYM	8.140	PYM	
Millage Equivalent of Reassessed Value Added	ME	0.046	(RVA/CYD) * PYM	
Rollback Millage Rate for 2019	RR - ROLLBACK RATE	8.094	PYM - ME	
CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES				
If the 2019 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)		Rollback Millage Rate	8.094	
		2019 Millage Rate	8.000	
		Percentage Tax Increase	-1.16%	
CERTIFICATIONS				
I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.				
----- Chairman, Board of Tax Assessors		----- Date		
I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.				
----- Tax Collector or Tax Commissioner		----- Date		
I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2019 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2019 is _____				
CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION				
☐	If the final millage rate set by the authority of the taxing jurisdiction for tax year 2019 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.			
☐	If the final millage rate set by the authority of the taxing jurisdiction for tax year 2019 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.			
----- Responsible Party		----- Title		----- Date

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

AN ORDINANCE TO AMEND THE WATER AND SEWER ORDINANCE FOR PURPOSE OF AMENDING SOLID WASTE COLLECTION FEE SCHEDULE FOR COMMERCIAL RATES:

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 :

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

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

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

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

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

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.

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

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

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

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

SEPTIC TANK WASTE DISPOSAL FEE SCHEDULE:

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

- (a) The rate schedule set forth above contemplates a single user, such as a one-family dwelling, one-farm dwelling with appurtenances, or a one-commercial operation.
- (b) Master Meter users such as multiple dwelling units, hotels/motels, RV Parks, Bed & Breakfast lodging establishments, office complexes, shopping centers, and residential mobile home parks shall pay user fees based on Master Meter Billing computed as follows:

1. Minimum charges as outlined herein for each commercial or residential unit/ lodging room/RV camp site (slip/hook up), etc.

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
- 2
- Packet Pg. 17
- Attachment: Ordinance 2019- Amend Commercial Solid Waste Collection Fee (2849 : Adoption Of: Ordinance #2019- to Amend Water/Sewer Ordinance for Solid Waste Collection Fee)

- 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:

MONTHLY RATE		
RESIDENTIAL:	PER RESIDENTIAL CAN 1xWEEK	\$13.25
COMMERCIAL:	MONTHLY LIGHT COMMERCIAL PER CAN	\$ 81.00
	MONTHLY ULTRA LIGHT COMMERCIAL PER CAN	\$ 41.00
	ONE-96 GALLON CAN 1xWEEK	\$25.00
	TWO-96 GALLON CANS 1xWEEK	\$41.00
	TWO-96 GALLON CANS 2xWEEK	\$81.00

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:

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

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
EMPLOYEE (FTE)	25 (minimum \$3,000)	\$ 60.00
BEAUTY/BARBER SHOP		
PER WET CHAIR	333 (minimum \$3,000)	\$ 799.00
BOWLING ALLEY		
PER LANE	125 (minimum \$3,000)	\$ 300.00
CAR WASH		
PER BAY-SELF OPERATED	100 (minimum \$3,000)	\$ 240.00
AUTOMATIC	166	\$ 398.00
CHURCH		
PER SEAT (in largest assembly)	5 (minimum \$1,000)	\$ 12.00
COIN LAUNDRY		
PER MACHINE	400	\$ 800.00
COMMERCIAL LAUNDRY		
PER MACHINE	640	\$1,536.00
COUNTRY CLUB		
PER 100 Square feet	250	\$ 600.00
HOSPITAL		
PER BED	200	\$ 500.00
INDUSTRIAL		
PER EMPLOYEE	35 (minimum \$3,000)	\$ 84.00
LODGING ESTABLISHMENTS	225	\$ 1,080.00
PER UNIT/ROOM		
(Includes Hotel/Motel, RV Parks, B&Bs)		
MOBILE HOME PARK		
SINGLE OR DOUBLE WIDE	300	\$ 6,000.00
Apts. PER UNIT		
w/o washer/dryer hook up**	225	\$ 1,080.00
Apts. with washer/dryer		
Hook up** per unit	300	\$ 1,200.00
NURSING HOME		
PER BED	125	\$ 300.00
OFFICE		
PER 1000 SQ FT	175 (minimum \$3,000)	\$ 420.00
Medical per 1000 SQ FT	500	\$1,500.00
RESIDENCE		
PER UNIT-INCLUDES		
CONDO/T.HOMES	400	\$ 6,000.00
MULTI-FAMILY*		
PER UNIT 1-2 BEDROOM	300	\$6,000.00
3 BEDROOM	400	\$6,000.00
*Includes duplex, triplex, quadra-plex		
RESTAURANT		
WITH DRIVE-IN	55 (minimum \$3,000)	\$ 132.00
PER SEAT W/O DRIVE-IN	25 (minimum \$2,000)	\$ 50.00
SERVICE STATION/FUEL CTR.		
REGULAR PUMP		\$ 500.00
TRUCK PUMP		\$5,000.00
OTHERWISE PER PUMP	75	\$ 180.00
SCHOOL*		
PER STUDENT	17 (minimum \$1,000)	\$ 41.00

WITH GYM *Includes Day Care Centers	21 (minimum \$1,500)	\$ 50.00
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.

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.

SECTION 10. METER READING-BILLING-COLLECTIONS

Bills to customers for water and sewer service shall be mailed out on such day or days of each month as may be determined as desirable by the City. Bills shall be paid according to payment options listed on the bill, and a failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment of same. The failure of water and/or sewer users to pay charges duly imposed shall result in the automatic imposition of the following penalties:

- (a) Nonpayment after the due date will be subject to a penalty of 10% of the delinquent account. City of Kingsland must receive payment no later than 5:00p.m. on the due date to avoid penalties. Postmarks and check dates are not honored.
- (b) Nonpayment within 15 days from the due date will result in the water being shut off from the water user's property. (Effective date shall be July 1, 2015).
- (c) Nonpayment for 20 days after the due date will allow the City, in addition to all other rights and remedies, to terminate agreement, and in such event the water and sewer user shall not be entitled to receive, nor the City obligated to supply any water or sewer service under this ordinance. (Effective date shall be July 1, 2015).
- (d) When consumers have paid by check for services, and the check has been returned by the bank for insufficient funds (NSF), a \$30.00 service charge will be added to the total due. If there was a bank error, upon notification from the bank in writing, the NSF fee will be waived. All NSF checks must be picked up and replaced with cash or a money order. We will not send an NSF check back through the bank for a second approval. If the NSF check was for the customer's security deposit, the water will be disconnected and in addition to the NSF fee an additional service charge of \$25 will be charged.
- (e) Two (2) NSF checks on the same account written within 12 months of each other will result in the City not accepting any checks on that account for a minimum of 24 months from the date of the second check.
- (f) Service disconnected for nonpayment of account will be restored only after account is paid in full, an additional security deposit may be required and a service charge of \$25.00 will be applied to each utility account if it appears on the cut off list. If service is reconnected after 4:30pm, there will be an additional fee of \$25.00 added to each account. If the garbage container has been removed by the City, an additional \$25.00 service charge will be applied to return the garbage container to the customer's residence.
- (g) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter. A service charge of \$25 will be charged for service requested after 4:30p.m. and/or after business hours.

SECTION 11. SUSPENSION OF SERVICE:

When water and sewer service is discontinued by the customer, the security deposit shall be refunded to the customer by the City provided (1) the wheeled garbage container is returned to the City in a serviceable condition, and (2) all water & sewer bills are paid in full.

- (a) Upon discontinuance of service for nonpayment, the customer's water meter will be turned off and the garbage container picked up by the City. The security deposit will be applied by the City toward settlement of the account and any balance will be refunded to the customer. However, if the security deposit is insufficient to cover the outstanding balance, the City may proceed to collect the balance in the usual manner provided by law for collection of debts.
- (b) As stated in SECTION 10 above, service disconnected for nonpayment of bills will be restored only after bills and service charges (to reconnect water and to return the garbage container) are paid in full and an additional security deposit as may be required is made.
- (c) The City reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. To prevent fraud or abuse.
 - 2. Consumer's willful disregard of the City's rules.
 - 3. Emergency repairs.
 - 4. Insufficiency of water supply due to circumstances beyond the control of the City.
 - 5. Legal Processes.
 - 6. Direction of Public authorities.
 - 7. Strike, riot, fire, flood, or unavoidable accident.
 - 8. Incomplete water/sewer or tap application.
 - 9. Non-Sufficient Funds (NSF) check given to City.

There is a transfer fee of \$20.00 for transferring from one address to another within the City’s water system. This will be added to the customer’s bill at the time the transfer occurs.

SECTION 12. COMPLAINTS/ADJUSTMENTS

If the consumer believes his bill to be in error, he shall present his claim to the City of Kingsland before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest, and said payment shall not prejudice his claim.

- (a) The City will make a special water meter reading at the request of a consumer for a fee of \$20.00 provided, however, that if such special reading discloses that the meter was over-read, no charge will be made.
- (b) Water meters will be tested at the request of the consumer upon payment to the City of a fee of \$20.00 provided, however, that if the meter is found to over-register beyond 3% of the correct volume, no charge will be made.
- (c) If the seal of a meter is broken by other than the City’s representative, or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data. If the meter is tampered or broken by other than the City’s representative, cost of damages will be charged on consumer’s account.
- (d) The statute of limitations applicable to refunding water/sewer/garbage service overpayments, whether due to a billing error, meter reading error or a faulty meter, etc, shall be three (3) years from the date the error was discovered. If the utility billing department discovers that it has been undercharging a customer, the billing department shall require the customer to render the amount of any underpayment up to the preceding three (3) years from the date the underpayment was discovered, if applicable.
- (e) In the occurrence of an unforeseeable or unpreventable failure or malfunction resulting in excessive water usage or water flow caused by an act of nature or a severe weather event, at the written request of the customer an adjustment for water and sewer may be available based on average usage. To be eligible, water leak must be repaired, request must be written, supporting documentation must be provided, and request must be made within three months from the bill date of the abnormal bill.

SECTION 13. EFFECTIVE DATE:

This ordinance shall take effect from and after the date of its passage and ratification by the Mayor and City council of the City of Kingsland, Georgia unless otherwise indicated in ordinance.

SECTION 14. CONFLICTING ORDINANCE:

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

THIS ORDINANCE AMENDED and ADOPTED by the Mayor and City Council of the City of Kingsland, Georgia at a Meeting of the City Council of Kingsland, Georgia on the 23RD day of SEPTEMBER 2019.

THE CITY OF KINGSLAND

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

ATTEST:

Linda O’Shaughnessy, City Clerk

RESOLUTION # 2019-09

WHEREAS, the City of Kingsland secured and approved a loan from the Drinking Water State Revolving Loan Fund (DWSRF No.: 2017-016) administered by the Georgia Environmental Finance Authority (hereinafter “GEFA”), in the amount of \$1,500,000.00 and;

WHEREAS, the City has secured the services of Carter & Sloope to assist with said project to make electrical improvements at Water Treatment Plant #1; and

WHEREAS, Carter & Sloope prepared a set of Contract Documents & Specifications and Plan Drawings (hereinafter collectively called “Contract Documents”) and, after the project was advertised, received and opened 3 bids; and

WHEREAS, the City Manager, by approval of City Council, executed award of this project to the low bidder East Electrical Contractors, Inc., in the amount of \$286,557.02.

NOW, THEREFORE, BE IT RESOLVED THAT that the Mayor and City Manager be authorized and directed to enter into a contractual agreement with East Electrical Contractors, Inc. on behalf of the City of Kingsland – including signing all necessary documents related to this contract – to perform the work as specified in the Contract Documents.

Adopted this _____ day of _____ 2019 at Kingsland, Georgia.

Dr. C. Grayson Day, Jr.
Mayor

ATTEST:

Linda M. O’Shaughnessy
City Clerk
City of Kingsland

RESOLUTION # 2019-10

WHEREAS, the City of Kingsland secured and approved a loan from the Clean Water State Revolving Loan Fund, administered by the Georgia Environmental Finance Authority (hereinafter “GEFA”), in the amount of \$2,000,000.00; and

WHEREAS, the City has secured the services of Carter & Sloope to assist with said project to make improvements at their existing Wastewater Treatment Facility in an effort to bring an old treatment train online; and

WHEREAS, Carter & Sloope prepared a set of Contract Documents & Specifications and Plan Drawings (hereinafter collectively called “Contract Documents”) and, after the project was advertised, received and opened five (5) bids; and

WHEREAS, the City Manager, by approval of City Council, executed award of this project to the low bidder, Sawcross, Inc., in the amount of \$3,428,000.00.

NOW, THEREFORE, BE IT RESOLVED THAT that the Mayor and City Manager be authorized and directed to enter into a contractual agreement with Sawcross, Inc. on behalf of the City of Kingsland – including signing all necessary documents related to this contract – to perform the work as specified in the Contract Documents.

Adopted this _____ day of _____ 2019 at Kingsland, Georgia.

Mayor

ATTEST:

City Clerk
City of Kingsland

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (the “Agreement”) made this ____ Day of _____, 2019, (herein the “Commencement Date”), between RedSpeed Georgia, LLC, a Georgia Limited Liability Company (herein “REDSPEED”), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and City of Kingsland, a political subdivision authorized and created by the State of Georgia (herein “GOVERNING BODY”), with principal offices at 107 S Lee St, Kingsland, GA 31548.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the “Speed Photo Enforcement System” (herein “SPE System”); and

WHEREAS, GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about May 8, 2018, the Governor of the State of Georgia signed 2017 6a. HB 978 into law, resulting in Section 40-14-18 of the Official Code of Georgia Annotated taking effect on July 1, 2018; and

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements; and

WHEREAS, GOVERNING BODY’s City Council has adopted an ordinance, which authorizes GOVERNING BODY’s Traffic Safety Camera Program (“TSCP”) and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Motor Vehicle” means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent

jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

“Motor Vehicle Owner” means the person or entity identified by the Georgia Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Certified Peace Officer.

“Speed Photo Enforcement System” (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Certified Peace Officer” means an employee of GOVERNING BODY’s police department who meets the qualifications of Section 40-14-1(1) of the Official Code of Georgia Annotated.

“Unamortized Costs” means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.

“Violation” means a violation of Section 40-14-8 or Section 40-14-18 of the Official Code of Georgia Annotated or a violation of GOVERNING BODY’s Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 1”.

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 2”.

4. SERVICE FEES:

The service fee schedule identified in “Exhibit B”.

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following the first issued Notice of Violation (the “Start Date”) and shall be automatically extended for up to five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED’s services may be terminated:

- a. By mutual written consent of the parties.
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.
- c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.
- d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED sixty (60) days prior to the effective date of such termination. If GOVERNING BODY elects to terminate the agreement under this subsection during the first twelve (12) months of the initial contract term, GOVERNING BODY shall pay termination costs related to unamortized costs.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to

the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent and REDSPEED is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of GOVERNING BODY and deliver such document to its financial institution.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Georgia law and other information that is confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law. Nothing in this paragraph shall be construed contrary to the terms

and provisions of any Georgia law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in City of Kingsland, Georgia all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Georgia public records law and Georgia public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall name GOVERNING BODY as additional insured for liability arising from REDSPEED's operation.
- b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than \$500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's officers, employees and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Camden County, Georgia and that all litigation between them in the federal courts shall take place in the State of Georgia.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (“AAA Rules”) before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party’s actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of REDSPEED’s compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments

(herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts as an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;

no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,

the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or



arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

City of Kingsland
107 S Lee St
Kingsland, GA 31548
Attn: City Manager

RedSpeed Georgia, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of Kingsland, Georgia

RedSpeed Georgia, LLC

By: _____, ____/____/____
Name
Title

By: _____, ____/____/____
Robert Liberman
Manager

Attest: _____, ____/____/____
Kingsland City Clerk / Authorized Attestor

Exhibit A

SECTION 1.REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "GOVERNING BODY Scope of Work". REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties and based on the Best and Final Offer.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Georgia LLC as agent for City of Kingsland at CIBC Bank." All funds collected on behalf of GOVERNING BODY, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and transferred by wire

on or about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.
11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.
13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
14. REDSPEED shall provide the Certified Peace Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Certified Peace Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Certified Peace Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.
19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide to GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
25. REDSPEED is authorized to charge, collect and retain fees associated with the electronic processing. Such fees shall not exceed \$25.00 per violation. Such fee is paid by the violator. GOVERNING BODY will not receive any of said fees. GOVERNING BODY assumes no liability, responsibility, or control for said fee sought by REDSPEED.
26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.

SECTION 2.
GOVERNING BODY'S SCOPE OF WORK

26. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.
27. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
28. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Certified Peace Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.
29. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.
30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.
31. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.
32. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
33. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
34. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.
35. GOVERNING BODY's Certified Peace Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

36. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
37. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
38. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
39. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, violation processing services, DMV records access, mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Certified Peace Officer review:

33% service fee for each paid violation

2. Optional Services

License Plate Reader (LPR) module: Additional 2% service fee for each paid violation per approach