



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • SEPTEMBER 28, 2020

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

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

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

IV. CONSENT DOCKET

- A.** Approve the Council Minutes of the last regular Council Meeting
 - 1. City Council - Regular Meeting - Sep 14, 2020 6:00 PM -
- B.** Approve the Agenda as Presented
- C.** Approve the Payments of Accounts Payable as Due and Funds Available

V. RECOGNITION

- 1. Proclamation: Domestic Violence Awareness Month, October 2020 -

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. NEW BUSINESS

- 1. Approval Of: Prepayment of General Fund Debt -

Remaining balance on general fund debt is \$149,585.01 consisting of police cars, fire admin vehicle, and public works gradall. There is no prepayment penalty. Paying the debt off will make the general fund debt free and relieve those departments from the future debt payments, add \$78,164 to FY21 contingency, and save \$4,005 in interest expense.

2. Approval Of: Georgia Gateway CID Millage Rate -

Georgia Gateway CID Board met on Thursday, September 10, 2020. At the scheduled meeting the Board approved the CID millage to be set at 1 mill. This will generate \$1,080 for the CID Fund. *Finance Director recommends approval.*

3. Approval Of: 2020 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 2020. Required five year history and current digest have been published in accordance with O.C.G.A. Section 48-5-32. Proposed FY 2020-21 Budget is based on 8.0 Mills.

4. Approval Of: Resolution #2020-10 Adoption of FY 2020-21 Operating Budget -

5. Approval Of: Online Property Tax Payment Portal -

The City's current tax software, Harris Local Government, offers the option for online tax payments through the credit card processing by Government Windows. Annual maintenance fee for Harris is \$1,250 and Government Windows charges 3% credit card fee per transaction. Government Windows has agreed to pay the annual maintenance fee for year 1. The City is not obligated to continue online payments after year one. *Staff recommends approval.*

6. Approval Of: Resolution #2020-11 Imposing Temporary Moratorium on Approval of Multifamily Construction -

Whereas, the Mayor and City Council have considered the current mix of housing stock within the City and finds that multi-family housing composes of disproportionately high percentage of the overall housing stock within the City.

7. Approval Of: CDBG-DR SRA Amendment -

Pursuant to Section VII, the parties hereby agree to extend the timeliness standards for initiation of Homeowner Rehabilitation and Reconstruction Marketing Plan to no later than October 31, 2020 and open intake centers and begin receiving applications no later than November 15, 2020. *Staff recommends approval.*

8. Approval Of: CDGB-DR Office Space Lease Agreement the CDBG-DR Will be Leasing Office Space at 130 N. Gross Road, Suite 205, Kingsland. Office Space Will be Utilized as an Applicant Intake Center for the Homeowner Rehabilitation and Reconstruction Program through the CDBG-DR Grant. -

Staff recommends approval.

9. Cancellation Of: October 12, 2020 City Council Meeting Due to Columbus Day Holiday -

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED



PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH

OCTOBER, 2020

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 National Center for Injury Prevention and Control (CDC) estimates that more than 10 million women and men are physically abused by an intimate partner in the United States each year; and

WHEREAS, one in 4 women and 1 in 7 men have been victims of severe physical violence by an intimate partner in their lifetime; and

WHEREAS, more than 20,000 phone calls are placed to domestic violence hotlines nationwide each day and last year Camden County received over 1,100 domestic violence 911 calls; 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 28th day of September, 2020.

Dr. C. Grayson Day, Jr., Mayor

Linda M. O'Shaughnessy, City Clerk

Georgia Gateway Community Improvement District

Called Meeting

Thursday, September 10, 2020

9:00 am

Meeting Minutes

- I. Call to Order**
Member Gross called the meeting to order at 9:00 am.
- II. Roll Call**
William H. Gross – in person
Paula Lower – in person
Filiz Morrow – Virtual
Tonya Harvey – in person
Bill Coleman – in person
- III. Consent Docket**
 - a. Member Coleman made a motion to approve the 2019 Meeting Minutes, Member Morrow seconded.
 - b. Member Harvey made a motion to approve consent document as presented, Member Coleman 2nd.
- IV. New Business**
 - a. Member Coleman made a motion make the millage rate for 2020 to 1 ml, Member Harvey seconded, all approved.
- V. Meeting was adjourned at 9:20 am.**

**Public Meeting Notice
Adopting 2020 Millage Rate**

The Kingsland Mayor and Council do hereby announce that the millage rate will be set at a virtual public meeting through WebEx on SEPTEMBER 28, 2020 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 2020 Tax Digest and 5-Year History of Levy

City	2015	2016	2017	2018	2019	2020
Real & Personal	\$371,226,251	\$386,573,946	\$416,642,488	\$459,298,438	\$482,564,353	\$499,484,187
Motor Vehicles	18,861,240	13,846,310	10,132,100	7,707,980	6,468,940	5,510,930
Mobile Home	2,577,000	2,557,450	2,449,334	2,413,626	2,286,514	2,472,330
Timber 100%	5,166,962	3,720,921	3,431,276	4,899,905	2,192,114	891,258
Gross Digest	397,831,453	406,698,627	432,655,198	474,319,949	493,511,921	508,358,705
Less M&O Exemptions	10,132,601	12,532,178	12,889,938	17,292,699	20,998,918	22,701,954
Net M&O Digest	387,698,852	394,166,449	419,765,260	457,027,250	472,513,003	485,656,751
State Forest Land						
Assistance Grant Value	0	687,596	995,420	1,017,954	702,030	676,294
Adjusted Net M&O Digest	387,698,852	394,854,045	420,760,680	458,045,204	473,215,033	486,333,045
 Gross M&O Millage	 12.12	 11.55	 12.24	 11.68	 11.55	 11.81
Less Rollbacks	4.12	4.05	3.74	3.54	3.55	3.81
Net M&O Millage	8.00	7.50	8.50	8.14	8.00	8.00
 Net Taxes Levied	 3,101,590.82	 2,961,405.34	 3,576,465.78	 3,728,946.01	 3,785,720.26	 3,890,664.36
 Net Tax \$ Increase	 (\$130,123.12)	 (\$140,185.48)	 \$615,060.44	 \$152,480.23	 \$56,774.26	 \$104,944.10
Net Taxes % Increase	-4.03%	-4.52%	20.77%	4.26%	1.52%	2.77%

All public meetings, including City Council meetings, will proceed as scheduled via the WebEx online platform unless otherwise noted in advance. A virtual chat feature will allow public comment. Those who wish to address City Council or provide input during any public meeting will be able to do so via chat utilizing the WebEx interface. Please log-on at least five minutes in advance of the scheduled meeting times so that your comments can be queued. To receive a call back, provide your phone number when you join the event, or call toll free 1-844-992-4726 and enter the access code number listed on www.KingslandGeorgia.com. If you have questions or need additional information about the WebEx platform, contact the City of Kingsland Information Technology Department at LPowell@KingslandGeorgia.com or the City Clerk, Linda O'Shaughnessy, at LOshaughnessy@KingslandGeorgia.com or call 912-729-8203. Meeting links, agenda, and information packets will be posted prior to each meeting on the City of Kingsland website at www.kingslandgeorgia.com.

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2020

Attachment: Copy of 2020_pt-32.1_computation_of_millage_rate_rollback_and_percentage_increase_in_property_taxes_4-15-19 (3237 :

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2020				
COUNTY: CAMDEN		TAXING JURISDICTION: KINGSLAND		
ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW				
DESCRIPTION	2019 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2020 DIGEST
REAL	457,355,932	(1,882,892)	16,626,413	472,099,453
PERSONAL	25,208,421		2,176,313	27,384,734
MOTOR VEHICLES	6,468,940		(958,010)	5,510,930
MOBILE HOMES	2,286,514		185,816	2,472,330
TIMBER -100%	2,192,114		(1,300,856)	891,258
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	493,511,921	(1,882,892)	16,729,676	508,358,705
EXEMPTIONS	20,998,918	163,300	1,539,736	22,701,954
NET DIGEST	472,513,003	(2,046,192)	15,189,940	485,656,751
	(PYD)	(RVA)	(NAG)	(CYD)
2019 MILLAGE RATE: 8.000		2020 MILLAGE RATE: 8.000		
CALCULATION OF ROLLBACK RATE				
DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA	
2019 Net Digest	PYD	472,513,003		
Net Value Added-Reassessment of Existing Real Property	RVA	(2,046,192)		
Other Net Changes to Taxable Digest	NAG	15,189,940		
2020 Net Digest	CYD	485,656,751	(PYD+RVA+NAG)	
2019 Millage Rate	PYM	8.000	PYM	
Millage Equivalent of Reassessed Value Added	ME	-0.034	(RVA/CYD) * PYM	
Rollback Millage Rate for 2020	RR - ROLLBACK RATE	8.034	PYM - ME	
CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES				
If the 2020 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	8.034	
		2020 Millage Rate	8.000	
		Percentage Tax Increase	-0.42%	
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 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 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 2020 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 2020 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

CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2020

<http://www.dor.ga.gov>

Complete this form once the levy is determined, and if zero, report this information in Column 1. Mail a copy to the address below or fax to (404)724-7011 and distribute a copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Service Division with the millage rates for the distribution of Railroad Equipment Tax and Alternative Ad Valorem Tax.

Georgia Department of Revenue
Local Government Services Division
4125 Welcome All Road
Atlanta, Georgia 30349
Phone: (404) 724-7003

CITY NAME Kingsland		ADDRESS PO Box 250		CITY, STATE, ZIP Kingsland, GA 31548		
FEI # 58-6000601	CITY CLERK Linda O'Shaughnessy	PHONE NO. 912-729-5613	FAX 912-729-8827	EMAIL loshaughnessy@kingslandgeorgia.com		
OFFICE DAYS / HOURS M-F/8am-5pm		ARE TAXES BILLED AND COLLECTED BY THE () CITY OR () COUNTY TAX COMMISSIONER? LIST VENDOR, CONTACT PERSON AND PHONE NO. City/Harris Local Govt/ Phone: 716-297-8005 x322				
List below the amount & qualifications for each <u>LOCAL</u> homestead exemption granted by the City and Independent School System.						
CITY		INDEPENDENT SCHOOL				
Exemption Amount	Qualifications	Exemption Amount	Qualifications			
25,000	Senior Over 65					
90,364	Disable Veteran					
90,364	Surviving Spouse					
If City and School assessment is other than 40%, enter percentage millage is based on _____ %. List below the millage rate in terms of mills. EXAMPLE: 7 mills (or .007) is shown as 7.000. PLEASE SHOW MILLAGE FOR EACH TAXING JURISDICTION EVEN IF THERE IS NO LEVY.						
CITY DISTRICTS	DISTRICT NO.	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
List Special Districts if different from City District below such as CID's, BID's, or DA's	List District Numbers	Gross Millage for Maintenance & Operations	**Less Rollback for Local Option Sales Tax	Net Millage for Maintenance & Operation Purposes (Column 1 less Column 2)	Bond Millage (If Applicable)	Total Millage Column 3 + Column 4
City Millage Rate		11.810	3.810	8.000		8.000
Independent School System						0.000
Special Districts						0.000
Georgia Gateway CID		1.000		1.000		1.000
Kingsland Exit 3-TAD#1		0.000		0.000		0.000
						0.000
**Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.						

Name of County(s) in which your city is located:

Camden

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2020

Date

Mayor or City Clerk

**Resolution 2020-10
City of Kingsland
FY 2020-21 Budget**

8.4.a

	Department	FY 20-21 Requested Budget	FY 20-21 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 19-20 Budget	Variance from FY 19-20 Budget to FY 20-21 Recom'd		Summary of Changes From FY 19-20 Budget to FY 20-21 Budget
						% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$10,231,742	\$10,348,760	\$117,018	\$10,641,218	-2.75%	-\$292,458	Retirement funding 9.1% increase; health & life insurance no increase in premiums (employer & employee); health clinic 22.5% increase, workers comp 26.1% increase; Liability insurance 17.3% increase. Budget does not include raises or bonuses.
	Administration	\$1,168,043	\$1,168,043	\$0	\$1,106,803	5.53%	\$61,240	Contingency of \$228,000 based on tax rate of 8.00 mills. Recommend at least a \$400,000 contingency based on current economic forecast. Tax revenues are based on 2.77% digest increase due to new construction growth with an 8% reduction based on economic forecast. The rollback rate of 8.034 mills would generate \$121,479 increase in taxes, at 8.00 mills it would generate \$104,944 more than current year. Other decreases related to economic forecast are in sales taxes, building permits, SRO contract, interest, and lodging taxes. Most reductions are 5%-8%, except lodging tax is based on a 35% reduction and SRO contract at a 25% reduction.
	Information Technology	\$184,240	\$184,240	\$0	\$176,191	4.57%	\$8,049	PSA funding same as FY20: \$545,457. Allocated \$5,000 for Exit 3 landscaping improvements and \$2,400 towards phase II new City seal implementation. Increase in salaries with additional position in training for City Clerk pending retirement of current employee. Increase in liability insurance.
	Finance	\$271,534	\$271,534	\$0	\$290,517	-6.53%	-\$18,983	Shared department with water/sewer fund. Overall increase between both funds is \$13,091 or 4.48% for phased implementation of Incode 10 (total project cost \$53,300: 25% FY20, 75% FY21) and new switches/routers \$10,500. (60%GF/40%WS)
	Municipal Court	\$475,948	\$474,209	-\$1,739	\$381,731	24.23%	\$92,478	Shared department with water/sewer fund. Overall decrease between both funds is \$35,051 or -7.12% for reducing 1 position and realigning duties. (60%GF/40%WS)
	Police	\$3,839,253	\$3,604,301	-\$234,952	\$3,290,103	9.55%	\$314,198	Overall increase related to request for new solicitor position \$21,600. Increase in other costs for fine add-ons based on fines and forfeitures. Requested (3% raise) for 1 employee, not recommended.
General Fund	Fire	\$1,843,499	\$1,782,974	-\$60,525	\$2,521,235	-29.28%	-\$738,261	Overall increase in: Salaries- request for new 4 member traffic team (recommend 2 initially); Tuition reimbursement program request for \$30k (recommend \$15K); increase in training by \$31k or 63.3%; new rifle program \$46k offset with officer buy back option; capital outlay- 8 fully equipped police vehicles, new server, 1 lidar, and 23 portable radios. Requested (5% raise) for 2 employees, not recommended.
	Public Works	\$1,749,580	\$1,749,580	\$0	\$1,822,332	-3.99%	-\$72,752	Decrease in capital outlay from prior year. Current year capital outlay request for 1 rescue tool set (\$30,000), 1 battery power fan (\$5,085), ladder truck (\$1,000,000 SPLSOT VIII), and remodel station 4 (phase I \$100,000 SPLOST VIII). Additional decreases in small equipment and uniforms.

Attachment: Council Summary FY 20-21 (3238 : Approval Of: Resolution #2020-10 Adoption of FY 2020-21

Resolution 2020-10
City of Kingsland
FY 2020-21 Budget

8.4.a

Attachment: Council Summary FY 20-21 (3238 : Approval Of: Resolution #2020-10 Adoption of FY 2020-21

Variance from FY 19-20 Budget to FY 20-21 Recom'd								Summary of Changes From FY 19-20 Budget to FY 20-21 Budget
Department	FY 20-21 Requested Budget	FY 20-21 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 19-20 Budget	% Change	\$ Increase/ Decrease		
							Retirement funding 9.1% increase; health & life insurance no increase in premiums (employer & employee); health clinic 22.5% increase, workers comp 26.1% increase; Liability insurance 17.3% increase. Budget does not include raises or bonuses.	
P&Z	\$538,691	\$528,788	-\$9,903	\$562,732	-6.03%	-\$33,944	Increase in repairs for back door, gutter, and roof and professional services for engineering services offset by decrease in capital outlay from prior year. Requested (7%-10% raise) for 3 employees, not recommended.	
Econ. Dev./DDA	\$104,134	\$63,534	-\$40,600	\$104,496	-39.20%	-\$40,962	Overall decrease in Catfish Festival-prior year agreement for DDA Fund to fund festival beginning FY21 and forward; other decreases in lamp post banners funded every other year and mounted Christmas decorations funded in FY20. Requested 4 speed radar devices \$14,000-not recommended, pursuing grant options/ DOT traffic study instead.	
Fleet Services	\$293,557	\$293,557	\$0	\$335,134	-12.41%	-\$41,577	Shared department with water/sewer fund based on fleet functions performed for other departments. Overall decrease between both funds is \$57,763 or -12.89%. Decrease in capital outlays from prior year. Capital outlay requests for one twin post rack (\$10,995). (75%GF/25%WS)	
GF Total Expenditures	\$10,468,479	\$10,120,760	-\$347,719	\$10,591,274	-4.44%	-\$470,514		
Water/ Sewer Fund	Revenues for Water/Sewer Fund	\$8,980,500	\$8,710,500	-\$270,000	\$12,791,530	-31.90%	-\$4,081,030	Contingency of \$368,667; based on current rate structure. Overall decrease in charges for services by 5%-15% based on economic forecast and decreases in other finances sources for GEFA projects being completed in current year.
	Administration	\$491,719	\$491,719	\$0	\$454,486	8.19%	\$37,233	Increase in liability insurance and online credit card processing fees.
	Information Technology	\$121,356	\$121,356	\$0	\$116,314	4.33%	\$5,042	Shared department with water/sewer fund. Overall increase between both funds is \$13,091 or 4.48% for phased implementation of Incode 10 (total project cost \$53,300: 25% FY20, 75% FY21) and new switches/routers \$10,500. (60%GF/40%WS)
	Finance	\$185,504	\$185,504	\$0	\$201,572	-7.97%	-\$16,068	Shared department with water/sewer fund. Overall decrease between both funds is \$35,051 or -7.12% for reducing 1 position and realigning duties. (60%GF/40%WS)
	Fleet Services	\$96,743	\$96,743	\$0	\$112,929	-14.33%	-\$16,186	Shared department with water/sewer fund based on fleet functions performed for other departments. Overall decrease between both funds is \$57,763 or -12.89%. Decrease in capital outlays from prior year. Current year capital outlay for one twin post rack (\$10,995). (75%GF/25%WS)

Resolution 2020-10
City of Kingsland
FY 2020-21 Budget

8.4.a

Department		FY 20-21 Requested Budget	FY 20-21 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 19-20 Budget	Variance from FY 19-20 Budget to FY 20-21 Recom'd		Summary of Changes From FY 19-20 Budget to FY 20-21 Budget
						% Change	\$ Increase/ Decrease	Retirement funding 9.1% increase; health & life insurance no increase in premiums (employer & employee); health clinic 22.5% increase, workers comp 26.1% increase; Liability insurance 17.3% increase. Budget does not include raises or bonuses.
Water/Sewer Fund	Operations	\$7,446,511	\$7,446,511	\$0	\$11,550,428	-35.53%	-\$4,103,917	Decrease in GEFA capital outlay projects being completed in current year. Capital outlay requests for Vac-con (\$380,000), Avanti system (\$7,000), utility relocates (\$160,000), elevated tank-phase I (\$200,000), WTP #1-Clearwell, aerator, & mixing systems prefab (\$670,000), WTP #2-clearwell & aeration rehab (\$10,000), pick up trucks (3) (\$77,500), lift station rehab-various (\$415,000), fencing (\$5,000), complete WWTP renovations (\$2,000,000), bypass pump (\$46,000), pipe lining for manholes (\$20,000), manhole upgrades-various (\$40,000), misc plant equipment (\$31,500), and AC replacement (\$10,000).
	Water/Sewer Fund Total Expenses	\$8,341,833	\$8,341,833	\$0	\$12,435,729	-32.92%	-\$4,093,896	
Solid Waste	Solid Waste Revenues	\$1,505,010	\$1,452,510	-\$52,500	\$1,577,010	-7.89%	-\$124,500	Contingency of \$93,837; based on current rate structure. Overall decrease in charges for services by 5% based on economic forecast.
	Expenses	\$1,398,673	\$1,358,673	-\$40,000	\$1,474,401	-7.85%	-\$115,728	Decrease in workers comp based on FY20 claim reaching \$75,000 cap for an individual. Decrease in capital outlay from prior year. Capital outlay requests for one garbage truck (\$290,000) and one limb wagon (\$145,000)
Other Funds	Confiscated Assets Fund	\$70,020	\$70,020	\$0	\$42,025	66.62%	\$27,995	Based on estimated confiscated assets and remaining CISCO funds.
	CDBG-DR Grant	\$327,640	\$327,640	\$0	\$300,000	9.21%	\$27,640	Based on estimated grant funding for disaster recovery.
	TAP Grant	\$625,000	\$625,000	\$0	\$0	100.00%	\$625,000	Based on grant award for Boone Street Pedestrian and Bicycle Improvement Project.
	Multiple Grant Fund	\$276,932	\$276,932	\$0	\$289,108	-4.21%	-\$12,176	Based on grant awards expected during the fiscal year. Includes Police vest grant \$20,000; LMIG \$231,932 plus 30% match; Safety grant \$16,000; and Health & Wellness grant \$9,000.
	CVB Fund (Tourism)	\$677,100	\$677,100	\$0	\$961,024	-29.54%	-\$283,924	Revenues are based at 44% of estimated Hotel/motel tax revenues \$314,600, cash carry forward \$350,000, merchandise sales, & County HMT Share \$10,800. Revenues reduced by 35% based on economic forecast.
	Hotel/Motel Tax Fund	\$715,000	\$715,000	\$0	\$772,727	-7.47%	-\$57,727	Based on estimated hotel/motel tax revenues. Revenues reduced by 35% based on economic forecast.
	Downtown Development Authority Fund	\$47,530	\$47,530	\$0	\$59,813	-20.54%	-\$12,283	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. Cash carry forward \$25,000.

Attachment: Council Summary FY 20-21 (3238 : Approval Of: Resolution #2020-10 Adoption of FY 2020-21

Resolution 2020-10
City of Kingsland
FY 2020-21 Budget

8.4.a

Attachment: Council Summary FY 20-21 (3238 : Approval Of: Resolution #2020-10 Adoption of FY 2020-21

Variance from FY 19-20 Budget to FY 20-21 Recom'd								Summary of Changes From FY 19-20 Budget to FY 20-21 Budget
Department	FY 20-21 Requested Budget	FY 20-21 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 19-20 Budget	% Change	\$ Increase/ Decrease		
Other Funds	Georgia Gateway Community Improvement District	\$5,401	\$1,080	-\$4,321	\$5,401	100.00%	-\$4,321	Retirement funding 9.1% increase; health & life insurance no increase in premiums (employer & employee); health clinic 22.5% increase, workers comp 26.1% increase; Liability insurance 17.3% increase. Budget does not include raises or bonuses.
	Tax Allocation District #1	\$1,331	\$1,331	\$0	\$1,331	100.00%	\$0	Special Revenue Fund used to account for incremental tax generated for Kingsland TAD #1. Budgeted funds represent incremental tax from the certified base.
	Kingsland Development Authority	\$31,274	\$31,274	\$0	\$31,274	0.00%	\$0	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings.
	SPLOST Fund #7	\$100,000	\$100,000	\$0	\$3,521,749	100.00%	-\$3,421,749	Based on SPLOST VII remaining projects and remaining funds. Collections ended June 2019.
	SPLOST Fund #8	\$2,824,070	\$2,824,070	\$0	\$1,755,500	100.00%	\$1,068,570	Based on SPLOST VIII revenues beginning with July 2019 collections. Distribution at a rate of 65% of Kingsland's share until County Tier 2 projects are fully funded. Projects include: ladder truck, Fire House 4 remodel, public works equipment and road projects, traffic light at Boone/Haddock, and Water/Sewer infrastructure and projects.
	General Debt Service	\$78,164	\$78,164	\$0	\$121,082	-35.45%	-\$42,918	Based on current lease payments for governmental funds. Decrease related to paying off debt in current year.
	Debt Service Revenue Bond	\$156,000	\$156,000	\$0	\$156,000		\$0	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>28th of September 2020</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, 2020 through September 30, 2021</u> . Given under the seal of the City, this _____, 2020.								
	(SEAL)							
				City Clerk				

Capital Outlay Request

Organization:	City of Kingsland	Year:	2020-21
Department:	ALL	Submitted by:	ALL FUNDS
Budget:	\$6,956,519		

Annual Capital Outlay Requests											
Dept	Account	Name	Description/Purpose	New or Used	Qty.	Unit Cost/Rate	Total	General 100	SPLOST	Water 505	SW 540
IT Department											
100/505-46	1535-542400	Computers	Incode 10 upgrade (phase I of II, total \$53,300)	Upgrade	1	\$ 13,325	13,325	\$7,995		\$5,330	
100/505-46	1535-542400	Computers	HP or Cisco switches/routers	Upgrade	1	\$ 10,500	10,500	\$6,300		\$4,200	
100/505-46 Total			IT Department Total				23,825	\$14,295	\$0	\$9,530	\$0
Police Department											
100-50	3210-542200	Vehicles	Patrol Vehicles-cars	New	3	\$ 25,698	77,094	\$77,094			
100-50	3210-542200	Vehicles	Patrol Vehicles-SUVs	New	5	\$ 33,300	166,500	\$166,500			
100-50	3210-542500	Equipment	Installed equipment on police vehicles	New	8	\$ 17,000	136,000	\$136,000			
100-50	3210-542600	Mobile Comm.	Portable radios	New	23	\$ 650	14,950	\$14,950			
100-50	3210-542400	Computers	Server at Welcome Center - upgrade	New	1	\$ 5,000	5,000	\$5,000			
100-50	3210-542410	Court Tech Equip	LIDAR	New	1	\$ 6,000	6,000	\$6,000			
100-50 Total			Police Department Total				405,544	\$405,544	\$0	\$0	\$0
Fire Department											
100-55	3510-542200	Vehicles	Ladder Truck with equipment	New	1	\$1,000,000	1,000,000		\$1,000,000		
100-55	3510-542500	Equipment	Rescue Tool Set (replace 30 year old set)	New	1	\$ 30,000	30,000	\$30,000			
100-55	3510-542500	Equipment	Battery powered fans	New	1	\$ 5,085	5,085	\$5,085			
100-55	3510-541300	Building Impr	Remodel Station 4 (phase I of II, total \$450K)	Upgrade	1	\$ 100,000	100,000		\$100,000		
100-55 Total			Fire Department Total				1,135,085	\$35,085	\$1,100,000	\$0	\$0
Public Works Department											
100-60		Equipment	Mini Excavator	New	1	\$ 35,000	35,000		\$35,000		
100-60		Equipment	Dump Truck 16 yd	New	1	\$ 120,000	120,000		\$120,000		
100-60		Roads	Traffic lights on Boone Ext.	New	2	\$ 218,285	436,570		\$436,570		
100-60		Roads	LMIG resurfacing (2020 match)	Upgrade	1	\$ 65,000	65,000		\$65,000		
100-60		Roads	Update street signs to code (in phases)	New	1	\$ 12,500	12,500		\$12,500		
100-60		Roads	Drainage projects	Upgrade	1	\$ 100,000	100,000		\$100,000		
100-60		Roads	Road striping (various)	New	1	\$ 25,000	25,000		\$25,000		
100-60 Total			Public Works Department Total				794,070	0	794,070	0	0
Fleet Department											
100/505-70	4600-542500	Equipment	Twin Post Rack	New	1	\$ 10,995	10,995	\$8,246		\$2,749	
100/505-70 Total			Fleet Department Total				10,995	\$8,246	\$0	\$2,749	\$0
Water /Sewer Operations											
505-90	4335-542100	Mach/Equip	Vac-con	New	1	\$ 380,000	380,000			\$380,000	
505-90	4410-542100	Mach/Equip	Avanti System	New	1	\$ 7,000	7,000			\$7,000	
505-90	SPLOST	Infrastructure	Utility Relocates	New	1	\$ 160,000	160,000		\$160,000		
505-90	SPLOST	Infrastructure	Elevated Tank-Phase I	New	1	\$ 200,000	200,000		\$200,000		
505-90 Total			Water/Sewer Operations Total				747,000	0	360,000	387,000	0
Water Treatment Plant											
505-90	4410-541400	Infrastructure	WTP I - Clearwell, aerator, and mixing systems	New/prefab	1	\$ 670,000	670,000		\$670,000		
505-90	4410-541400	Infrastructure	WTP II - Clearwell & aeration	Rehab	1	\$ 10,000	10,000			\$10,000	

Capital Outlay Request

Organization:	City of Kingsland	Year:	2020-21
Department:	ALL	Submitted by:	ALL FUNDS
Budget:	\$6,956,519		

Annual Capital Outlay Requests											
Dept	Account	Name	Description/Purpose	New or Used	Qty.	Unit Cost/Rate	Total	General 100	SPLOST	Water 505	SW 540
505-90	4410-542200	Vehicles	Pick up truck (1/2 ton)	New	1	\$ 22,500	22,500			\$22,500	
505-90 Total			Water Treatment Plant Total				702,500	0	670,000	32,500	0
Waste Water Treatment Plant											
505-90	4335-542200	Vehicles	Pick up truck (1/2 ton), 2WD, ext cab-sample testing crew	New	1	\$ 25,000	25,000			\$25,000	
505-90	4335-542200	Vehicles	Pick up truck (3/4 ton)-maint crew	New	1	\$ 30,000	30,000			\$30,000	
505-90	4335-541400	Infrastructure	Lift Station Rehabilitation (various)	Rehab	1	\$ 415,000	415,000			\$415,000	
505-90	4335-541200	Site Impr	Fencing	New	1	\$ 5,000	5,000			\$5,000	
505-90	4335-542100	Equipment	Hack control boxes	New	1	\$ 3,000	3,000			\$3,000	
505-90	4335-542100	Equipment	A/C Replacement	New	1	\$ 10,000	10,000			\$10,000	
505-90	4335-542100	Equipment	SBR Rehabilitation	Rehab	1	\$ 80,000	80,000			\$80,000	
505-90	4335-541400	Buildings	Complete WWTP renovations	Upgrade	1	\$2,000,000	2,000,000			\$2,000,000	
505-90	4335-542100	Equipment	Composite Samplers	New	1	\$ 14,000	14,000			\$14,000	
505-90	4335-542100	Equipment	Blowers	New	1	\$ 14,500	14,500			\$14,500	
505-90	4335-542100	Equipment	Bypass pump	New	1	\$ 46,000	46,000			\$46,000	
505-90	4335-541400	Infrastructure	Pipe Lining for manholes	Upgrade	1	\$ 20,000	20,000			\$20,000	
505-90	4335-541400	Infrastructure	Manholes (various)	Upgrade	1	\$ 40,000	40,000			\$40,000	
505-90 Total			Waste Water Treatment Plant Total				\$2,702,500	\$0	\$0	\$2,702,500	\$0
Sanitation Operations											
540-85	4510-542100	Mach/Equip	Garbage truck-side loader	New	1	\$ 290,000	290,000				\$290,000
540-85	4510-542100	Mach/Equip	Limb Wagon	New	1	\$ 145,000	145,000				\$145,000
540-85 Total			Solid Waste Department Total				435,000	\$0	\$0	\$0	\$435,000
Grand Total							\$6,956,519	\$463,170	\$2,924,070	\$3,134,279	\$435,000



Quote

Date: 9/11/2020
 Quote#: HKC-J3M3N6
 Effective To: 11/30/2020
 Prepared By: Holly Caston

This understanding between **Kingsland, City of** at 107 South Lee Street, Kingsland GA 31548 ("Purchaser") and **Tailored Business Systems** at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext Amount
SOFTWARE LICENSES:			
1	TBS - Government Window Government Window / TBS Online Payment Interface providing the ability to automatically export unpaid TBS Tax bills from TBS and import online payments. The import and export procedures are automated in batch processes on a daily basis.	\$2,950.00	\$2,950.00
1	TBS - Software Discount	(\$2,950.00)	(\$2,950.00)
Total SOFTWARE LICENSES:			\$0.00
PROFESSIONAL SERVICES:			
Infrastructure			
3	Configuration/Installation - TBS	\$150.00	\$450.00
3	Configuration/Installation - TBS Discount Services	(\$150.00)	(\$450.00)
Subtotal			\$0.00
Total PROFESSIONAL SERVICES:			\$0.00
TOTAL:			\$0.00
ANNUAL MAINTENANCE & SUPPORT:			\$1,250.00

Thank you for your continued business and support!

Annual maintenance will be pro-rated to coincide with your current maintenance schedule. If you'd like to move forward with this quote, please email a signed copy to Holly Caston at hcaston@harrislocalgov.com on or before November 30, 2020

Attachment: TBS-GOVWIN_online tax payments (3234 : Approval Of: Online Property Tax Payment Portal)

Payment Terms: Order will be processed with the return of signed quote. Licenses, hardware and services, including travel and lodging expenses, will be billed as product is delivered and/or the work is performed.

Travel and Lodging for Services: All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty-five dollars (\$55) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

Applicable Tax: Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

Purchaser: **Kingsland, City of (GA)**

By: _____ Date: _____

Title: _____

Attachment: TBS-GOVWIN_online tax payments (3234 : Approval Of: Online Property Tax Payment Portal)

2020-11

**RESOLUTION IMPOSING TEMPORARY MORATORIUM
ON APPROVAL MULTIFAMILY CONSTRUCTION**

WHEREAS, the City of Kingsland has been vested with substantial power to regulate the use of property for the purposes of maintaining the health, morals, safety, security, peace, and general welfare of the City;

WHEREAS, it has been brought to the attention of the Mayor and Council of the City of Kingsland that densities of development within the City have risen to a level that could adversely affect the health, safety, prosperity, and welfare of the City's citizens, including but not limited to, the ability to provide adequate infrastructure and to provide the necessary services for its citizens;

WHEREAS, the Mayor and City Council have considered the current mix of housing stock within the City and finds that multi-family housing composes a disproportionately high percentage of the overall housing stock within the City;

WHEREAS, comparatively dense developments such as multi-family housing have disproportionate impacts on City resources and services (including utility demands, traffic impacts, and public-safety demands) than other forms of residential development;

WHEREAS, the Mayor and City Council are concerned that the health and well-being of the City's citizens could be negatively impacted by uncontrolled development of multi-family housing;

WHEREAS, the Mayor and City Council consider it paramount that land-use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City;

WHEREAS, the Mayor and City Council find that time is needed in order to study, assess, review, consider, and determine the densities and locations of land-use development within the City for planning purposes;

WHEREAS, the Mayor and City Council find that time is needed in order to study, assess, review, consider, and determine whether changes or possible updates may be needed for future land-use planning;

WHEREAS, the Mayor and City Council find that time is needed in order to study, assess, review, consider, and determine what amendments may be needed to the Zoning Ordinance and other land-use development ordinances, specifically as they may apply to multi-family residential dwellings;

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where the circumstances warrant same;

WHEREAS, the Mayor and City Council deem it necessary and advisable to enact a temporary moratorium to bar the acceptance, receipt, or approval of permits, plans, and applications related to the development or construction of multi-family residential dwellings;

WHEREAS, the Mayor and City Council deem it necessary to enact this moratorium for the reasons shown above and herein; and

WHEREAS, the Mayor and City Council deem it in the best interests of the health, safety, prosperity, and welfare of the citizens of the City to enact this moratorium and address the issues stated above and herein;

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the City of Kingsland and pursuant to the authority vested in it by local and state law:

SECTION ONE.

The Mayor and City Council, acting in their capacity as the governing authority of the City of Kingsland, Georgia, do hereby enact a moratorium to bar the acceptance or receipt by the City of Kingsland, Georgia of applications, plats, or site plans related to the development or construction of multi-family dwellings. This moratorium specifically applies (but is not limited to) the following:

- a) applications for development permits under Chapter 9 of the Code of Ordinances for the development or construction of multi-family dwellings; not to include single family attached duplexes, triplexes, or quadriplexes.
- b) applications for land-disturbing activities under Chapter 25 of the Code of Ordinances for the development or construction of multi-family dwellings; not to include single family attached duplexes, triplexes, or quadriplexes.
- c) preliminary or final subdivision plats under Article XV of the Zoning Ordinance of the City of Kingsland for any subdivisions that will include any multi-family dwellings; not to include single family attached duplexes, triplexes, or quadriplexes.
- d) applications for building permits under Section 241 of the Zoning Ordinance of the City of Kingsland for the construction of multi-family dwellings; not to include single family attached duplexes, triplexes, or quadriplexes.
- e) applications for the issuance of certificates of occupancy under Section 242 of the Zoning Ordinance of the City of Kingsland for any multi-family dwellings; not to include single family attached duplexes, triplexes, or quadriplexes.

- f) applications for special use permits under Section 242.2 of the Zoning Ordinance of the City of Kingsland for the construction of multi-family dwellings; not to include single family attached duplexes, triplexes, or quadriplexes.
- g) applications for requests for zoning district map amendments under Section 211 of the Zoning Ordinance of the City of Kingsland for the construction of multi-family dwellings; not to include single family attached duplexes, triplexes, or quadriplexes.

SECTION TWO.

During the term of this moratorium, City staff are directed not issue development permits, land disturbance permits, building permits, special use permits, or plat approvals for any construction or development that includes any multi-family dwellings included in SECTION ONE.

SECTION THREE.

This moratorium shall also apply to any applications to amend any of the items listed above in SECTION ONE and SECTION TWO.

SECTION FOUR.

Said moratorium is enacted for a period of 90 days from the date of approval of this resolution. However, the Mayor and City Council reserve the right to terminate this moratorium at an earlier date or to extend same.

SECTION FIVE.

The moratorium enacted herein shall not apply to complete applications, site plans, and plats that were submitted and properly received by the City prior to the adoption of this resolution. For purposes of this provision, an application, site plan, or plat is considered “complete” only if it includes all documents, forms, and information required by the applicable ordinances and regulations. Additionally, an application, site plan, or plat shall not be considered “complete” unless the City has also received any applicable fee for same. Submittals that are not accompanied by the documents, forms, information, and fees required under the applicable ordinances or regulations shall be deemed incomplete and shall not be accepted or acted upon by the City during the term of this moratorium.

Ordained this _____ day of _____, 2020, by the Mayor and Council of the
City of Kingsland, Georgia.

CITY OF KINGSLAND, GEORGIA

BY: _____

Dr. C. Grayson Day Jr., Mayor

ATTEST: _____

Linda O' Shaughnessy, City Clerk

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT**GRANT NO.: 17-UN-2-002**

This first amendment to Subrecipient Agreement (Grant No.: 17-UN-2-002), dated as of this ____ day of _____, 2020, is made between The Georgia Department of Community Affairs (DCA) and the City of Kingsland (Subrecipient).

WITNESSETH:

WHEREAS, the parties entered into a Subrecipient Agreement as of the 15th day of November, 2019, pursuant to an agreement to the Subrecipient Agreement by the City of Kingsland governing body, dated the 28th day of October 2019, whereby the City of Kingsland agreed to accept a grant of \$300,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds; and

WHEREAS, Subrecipient, a Unit of General Local Government, agreed to use the CDBG-DR funds to implement a Homeowner Rehabilitation and Reconstruction Program, to assist eligible homeowners repair and/or reconstruct homes damaged by the 2017 Presidentially Declared Disasters (4294, 4297, & 4338), a purpose supported by DCA; and

WHEREAS, Subrecipient agreed to perform certain tasks and undertake responsibilities more specifically enumerated in Section VII of the Parties November 15, 2019 agreement; and

WHEREAS, Subrecipient has experienced unforeseeable delays executing timeliness standards for implementation of the Homeowner Rehabilitation and Reconstruction Program due to the COVID-19 pandemic; and

WHEREAS, DCA has no objections to extending timeliness standards for implementation of the Homeowner Rehabilitation and Reconstruction Program in response to the COVID-19 pandemic; and

Whereas, the contemplated extension of timeliness standards does not conflict with the terms and conditions of CDBG-DR regulations;

NOW, THEREFORE, in consideration of these promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated as if fully set forth herein.
2. Pursuant to Section VII, the parties hereby agree to extend the timeliness standards for initiation of Homeowner Rehabilitation and Reconstruction Marketing Plan to no later than October 31, 2020 and open intake centers and begin receiving applications no later than November 15, 2020.
3. The parties agree that, except as modified by this amendment, the Agreement remains in full force and effect according with its terms. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment may be executed by electronic signature.

IN WITNESS THEREOF, the Parties hereto have executed and delivered this Amendment as of the date first above written.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

By: _____
(Signature)

Name: G. Christopher Nunn

Title: Commissioner

Date: _____

City of Kingsland

By: _____
(Signature)

Name: _____

Title: _____
(Authorized Representative)

Date: _____

Attachment: City of Kingsland SRA Amendment (3240 : Approval Of: CDBG-DR SRA Amendment)



COMMERCIAL LEASE AGREEMENT (Single-Tenant Facilities)



2020 Printing

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of _____ between **Sheila Meadows** **Guy Meadows**, (hereinafter "Landlord") and **City of Kingsland, GA**, (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property with the following address: **130 N. Gross Road, Suite 205**, **Kingsland**, Georgia **31548** TAXPIN/ID# **107 010D210** and as more particularly described in the Legal Description Paragraph below.

Legal Description. The full legal description of the Property is:

[Select A, B or C below. The sections not marked shall not be a part of this Agreement.]

- ☐ A. attached as an exhibit hereto;
- ☒ B. identical to the legal description for the property contained in the deed recorded in Deed Book **2008**, Page **887**, et. seq., **Camden** County, Georgia records;
- ☐ C. described below:
Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, _____ County, Georgia according to the plat recorded in Plat Book _____, Page _____, et. seq., _____ County, Georgia records.

- Term.** The initial term of this Lease shall be for **18 months** beginning on the earlier of the completion of the work described in any attached Work letter or the date **10/01/2020** ("Commencement Date"), through and including the date of **03/31/2022**.
- Possession.** If Landlord is unable to deliver possession of Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.
- Rent.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of \$ **1,641.67** **One Thousand Six Hundred Forty-One** Dollars per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: **Magnolia Realty, 2353 Village Drive**, **Kingsland, GA** **31548** (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.
- Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include an additional rent amount of \$ **10%** and, if applicable, a service charge for any returned check of \$ **100**. Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

5. Security Deposit.

A. **Security Deposit to be Held by Landlord or Broker:** [Check one. The section not marked shall not be a part of this Agreement.]

- ☐ Landlord Holding Security Deposit:
- Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of \$ _____ Dollars in ☐ cash, ☐ money order and/or ☐ check ("Security Deposit").
 - Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
 - Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advise of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
 - Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
 - Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH **Kathleen Boswell** IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

- (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
- (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.
- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

☐ **Broker Holding Security Deposit:**

- (1) Tenant has paid to Broker as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") \$ _____ Dollars in
☐ cash, ☐ money order and/or ☐ check.
- (2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account (with Broker retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.
- (3) Broker shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the security deposit; (d) upon a reasonable interpretation of this Agreement by Broker; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker, in which event Broker shall only disburse the Security Deposit, to another licensed Georgia Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner, shall be waived. In the event a timely objection is made, Broker shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit:

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) banking days after notice to deliver good funds to the holder. In the event Tenant does not timely deliver good funds to the holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after Property is vacated if:
- (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties; (b) All monies due under this Lease by Tenant have been paid; (c) Property is not damaged and is left in its original condition, normal wear and tear excepted; (d) All keys have been returned; and (e) Tenant is not in default under any of the terms of this Lease.

- 6. Repairs and Maintenance.** Tenant acknowledges that Tenant has inspected Property and that it is fit for its stated use. Tenant agrees that no representations regarding Property or the condition thereof and no promises to alter, decorate, improve, or repairs have been made by Landlord, Broker, or their agents unless specified in this Lease. The following shall be kept in good working order and repair, normal wear and tear expected, by either the Landlord or Tenant as follows:

[Check all that apply. The sections not marked shall not be a part of this Agreement.]

	<u>TENANT</u>	<u>LANDLORD</u>		<u>TENANT</u>	<u>LANDLORD</u>
Heating system	☒	☐	Elevators	☐	☒
Plumbing system	☒	☐	Air conditioning system	☒	☐
Parking area	☐	☒	Electrical system/fixtures	☒	☐
Driveway	☐	☒	Exterior walkways	☐	☒
Building Exteriors	☐	☒	Interior hallways	☒	☐
Smoke detector	☒	☐	Lobby	☐	☒
Terrace/patio	☐	☐	Loading Area	☐	☐
Restrooms	☒	☐	Trash Facilities	☐	☒
Stairs	☐	☒	Landscaping	☐	☒
Exterior windows	☐	☒	Other <u>Pest</u>	☒	☐
Security Alarm	☐	☐	Other _____	☐	☐

Any item not mentioned herein but existing on Property (other than furniture, fixtures and equipment of Tenant shall be maintained by:
[Check one. The box not marked shall not be a part of this Agreement.] ☒ Landlord **OR** ☐ Tenant

Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or facilities or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about Property, except if such damage is due to the gross negligence or willful misconduct of Landlord. Tenant shall be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

7. Services. Landlord shall provide, at Landlord's expense the following services:

[Check all that apply. The sections not marked shall not be a part of this Agreement.]

- ☐ General cleaning and janitorial service of the interior of Property _____ times per week
- ☐ Concierge service as follows: _____
- ☐ Parking attendant as follows: _____
- ☐ Property monitor as follows: _____
- ☐ Trash collection service _____ times per week
- ☐ Soap, paper towels, and toilet tissue for rest rooms _____ times per week
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of Property.
- ☐ Other _____

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and Tenant shall promptly pay Landlord the costs for such services.

8. Utilities. The services and/or utilities set forth below serving Property shall be paid by either the Landlord or Tenant as follows:

[Check all that apply. The sections not marked shall not be a part of this Agreement.]

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	☐	☒	Sewer	☐	☒
Electricity	☒	☐	Natural Gas	☐	☐
Garbage	☐	☒	Cable Television	☐	☐
Telephone	☒	☐	Digital Subscriber Line	☐	☐
Other _____	☐	☐	Other _____	☐	☐

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

9. Renewal Term. Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant.

10. Sublet and Assignment. Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

11. Right of Access, Signage.

A. Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show Property to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 100.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

B. Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

12. **Use.** Property shall only be used for the purposes set out as follows: Office space utilized as a Grant Administration/intake center for the Homeowner Rehabilitation & Reconstruction Program through Community Development Block Grant Disaster Recovery (Iima).

Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

13. **Agency and Brokerage.**

A. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Landlord or Tenant greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship:** Landlord and Tenant acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with the Landlord is identified on the signature page as the "Listing Broker"; and said Broker ☒ is OR ☐ is not representing Landlord;
3. **Leasing Broker:** Broker working with Tenant (including in transactions where Broker is representing Landlord) is identified on the signature page as "Leasing Broker;" and said Broker ☐ is OR ☒ is not representing Tenant; and
4. **Dual Agency or Designated Agency:** If Landlord and Tenant are both being represented by the same Broker, a relationship of either ☐ designated agency OR ☐ dual agency shall exist.

a. **Dual Agency Disclosure:** *[Applicable only if dual agency has been selected above.]*

Tenant and Landlord are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Landlord have been advised that:

- (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (3) Tenant and Landlord do not have to consent to dual agency and, the consent of Tenant and Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (4) Notwithstanding any provision to the contrary contained herein, Tenant and Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

b. **Designated Agency Assignment:** *[Applicable only if the designated agency has been selected above.]*

Broker has assigned _____ to work exclusively with Tenant as Tenant's designated agent and _____ to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. **Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows: Property owner, Sheila Meadows, is a Georgia licensed Real Estate Broker and part owner in Magnolia Realty. (A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

C. **Brokerage:** The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of *[Check one. The section not marked shall not be a part of this Agreement]:*

- ☐ \$ ***per separate Agmt** or _____ percent (%) of the total base rent to be paid under the Lease, which shall be due and payable upon occupancy.
- ☐ \$ or _____ percent (%) of base rents paid, which shall be due and payable upon Tenant's monthly payment of rent in the manner provided in the Rent Paragraph above.

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive n/a percent (%) of the total real estate commission paid hereunder and the Leasing Broker shall receive n/a percent (%) of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission, which they would have otherwise received under the Lease.

14. **Default.** If Tenant defaults under this Lease, Landlord shall have the right to pursue any or all of its remedies under Georgia Law. A default shall include, but not be limited to, the failure of Tenant to pay Landlord rent or reimburse Landlord for damages, repairs or costs when due, the abandonment of the Property by Tenant (which shall include the discontinuance of the use of the Property by Tenant) and the failure of Tenant to comply with any of the terms of the Lease including any rules and regulations. Landlord shall give Tenant a ten (10) day notice of and opportunity to cure any non-monetary breach of this Lease. All remedies hereunder shall be cumulative and not concurrent. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of Property.
15. **Rules and Regulations.**
- A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to Property are not returned when Tenant vacates Property, Landlord may charge a re-key charge in the amount of \$ 100.00.
 - B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.
 - C. No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).
 - D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.
 - E. Tenant shall not place any objects or personal property on Property in a manner that is inconsistent with the load limits of Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in Property.
 - F. Landlord shall provide heating and air conditioning to Property between ___ a.m. and ___ p.m., Monday to Friday (excluding public holidays); between ___ a.m. and ___ p.m., Saturday; and between ___ a.m. and ___ p.m., Sunday. Tenant shall notify Landlord by 4 p.m. of the preceding day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.
 - G. Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of Property as general office space, or which require clean circuits or other distribution circuits.
 - H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.
16. **Abandonment.** If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.
17. **Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.
18. **Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible or any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.
19. **Destruction of Property.**
- A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) Property, rent shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of Property to a tenable condition. If in Landlord's sole discretion restoration cannot be completed within 180 days following such destruction, Landlord may, by written notice furnished to Tenant within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within 180 days following such destruction, this Lease may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said 180 day period. If such notice is not given, then this Lease shall remain in force and rent shall commence upon delivery of Property to Tenant in a tenable condition.
 - B. If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property have been damaged and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.
 - C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.

20. **Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as an Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease.

21. **Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

[Check all that apply. The sections not marked shall not be a part of this Agreement.]

☒ **A. General Commercial Liability Insurance (or reasonable equivalent thereto):** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.

☒ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto):** Such insurance shall cover Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance shall coverage shall be in an amount equal to not less than 100 percent (%) of full replacement cost as updated from time to time during the term of the Lease. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.

☒ **C. Workers' Compensation Insurance (or reasonable equivalent thereto):** Such insurance shall include coverage as required by applicable law.

☒ **D. Contractors Insurance (or reasonable equivalent thereto):** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after thirty (30) days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Property for the installation of its equipment or improvements; or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to Property issued by the Board of Fire Underwriters or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about Property that might adversely affect, contravene, or impair any policies of insurance that are in force for Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto.

22. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in Property. *[Check one. The section not marked shall not be a part of Agreement.]*

☒ **A. Landlord Pays All Property Taxes:** Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.

☐ **B. Tenant Pays Increases in Property Taxes:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent the amount by which all property taxes on Property for each tax year exceed taxes on Property for the tax year _____. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within 90 (ninety) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant: (1) a statement of property taxes for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

- 23. Sale of Property to Tenant.** Landlord shall pay Leasing Broker a commission in the amount of n/a percent (%) and Listing Broker a commission in the amount of n/a percent (%) of the gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof or any property as an addition, expansion, or substitution for Property during the term of this Lease, any renewals thereof, or within one year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease. Notwithstanding the above, Owner shall immediately give notice to Broker if and when: (a) Owner enters into a contract to sell Property; or (b) Owner closes on the sale of Property to another.
- 24. Condemnation.** If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.
- 25. Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.
- 26. Other Provisions.**
- A. Time of Essence:** Time is of the essence of this Lease.
 - B. No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
 - C. Definitions:** "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property. Broker shall be considered the authorized agent of Landlord except to the extent specifically provided for herein. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease. "Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property or any legal or equitable interest of Landlord in Property, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.
 - D. Entire Agreement:** This Lease and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.
 - E. Attorney's Fees and Costs of Collection:** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.
 - F. Indemnification:** Tenant agrees to indemnify and hold harmless Landlord and Broker against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with any requirements imposed by any governmental authority; (4) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker) and Tenant covenants not to sue Landlord or Broker with respect to any of these matters. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees and employees.
 - G. No Partnership:** Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.
 - H. No Recordation:** Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.

I. Notices:

- (1) **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- (2) **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- (3) **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

J. Governing Law: This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.

27. Beware of Cyber Fraud: Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

28. Exhibits. All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

Exhibit "A" Legal Description, Exhibit "B" Suite 205 Floor Plan

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibits or preceding paragraph, shall control.

1. This lease pertains to suite #205, a 1970 Square Ft suite located on the second floor of Kings Bay Professional Plaza. This is a multi-suite facility, each suite is individually owned and operated as a condo belonging to a Property Owners Association.

2. This is a Gross Lease. Landlord shall be responsible for POA fees, Property Taxes, Insurance, water and garbage. Tenant's monthly rent is \$1,641.67. In addition, Tenant shall be responsible for monthly electric bill received from POA manager. Tenant shall pay electric charge specific to Suite 205 and a pro-rated share of electric charges for Common Areas.

3. Landlord shall not require a Security Deposit from the City of Kingsland as Tenant.

4. Landlord shall deliver HVAC, Roof, Electrical and Plumbing system in good working order and warrant HVAC system for 90 days from Lease Commencement. Tenant shall be responsible for quarterly servicing HVAC system with a licensed and insured vendor. Tenant shall be responsible for repairs and parts up to \$500.00 per unit, per calendar year.

5. So long as Tenant is not in default of lease, Tenant will have two(2), six(6)month options to extend the term of this lease. Tenant shall give Landlord written notice of its election whether to extend the term at least 60 days prior to the end of the Primary Term or then current Extension Period. During the extension period the rent shall remain the same.

6. Tenant shall have the right to modify door knobs with locking mechanisms to protect privacy records as needed during lease term. Upon Lease termination, Tenant shall provide Landlord with appropriate keys to access locked area(s).

☐ Additional Special Stipulations are attached.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

1 Tenant's Signature

City of Kingsland

Print or Type Name

Date

Tenant's E-mail Address

2 Tenant's Signature

Print or Type Name

Date

Tenant's E-mail Address

☐ Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

Magnolia Realty, Inc

Leasing Broker

Broker/Affiliated Licensee Signature

Kathleen Boswell

Print or Type Name

213434

GA Real Estate License #

912690055

Licensee's Phone Number

9126736337

Fax Number

broker@magnoliarealtyga.com

Licensee's E-mail Address

CCCBOR

REALTOR® Membership

2353 Village Drive

Broker's Address

Kingsland

GA

31548

9126737373

Broker's Phone Number

9126736337

Fax Number

PMAG01

MLS Office Code

14816

Brokerage Firm License Number

Multiple Listing Number _____

1 Landlord's Signature

Sheila Meadows

Print or Type Name

Date

Landlord's E-mail Address

2 Landlord's Signature

Guy Meadows

Print or Type Name

Date

Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

Listing Broker/Affiliated Licensee Contact Information

Magnolia Realty Inc

Listing Broker

Broker/Affiliated Licensee Signature

Kathleen Boswell

Print or Type Name

213434

GA Real Estate License #

912690055

Licensee's Phone Number

9126736337

Fax Number

broker@magnoliarealtyga.com

Licensee's Email Address

CCCBOR

REALTOR® Membership

2353 Village Drive

Broker's Address

Kingsland

GA

31548

9126737373

Broker's Phone Number

9126736337

Fax Number

PMAG01

MLS Office Code

14816

Brokerage Firm License Number

Exhibit A – Legal Description of Property

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

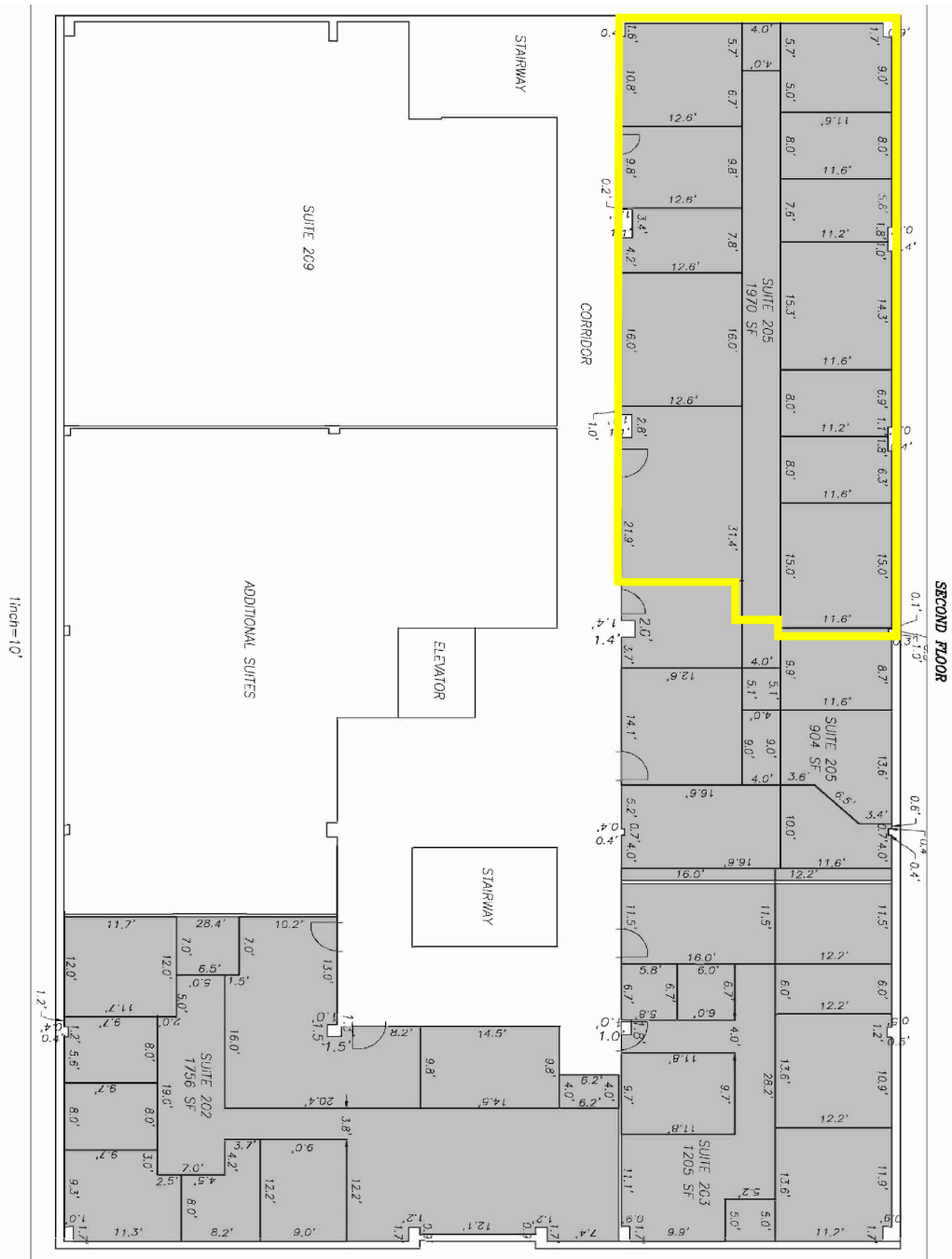
Unit 202 (formerly known as 213), Unit 203 (formerly known as 212), Unit 204 (formerly known as 211), and Unit 205 (formerly known as 210), of Kings Bay Regional Medical Diagnostic Center Condominiums as more fully and accurately shown and described on that certain plat of survey by Park D. Privett, Jr., Georgia Registered Land Surveyor No. 2218, dated June 9, 1987, recorded in Condominium Plat Book 1, beginning at Page 1, of the public records of Camden County, Georgia. These Units are part of the property described in Exhibit "B" to the Declaration of Condominium dated Jun 10, 1987, and recorded in Deed Book 286, Page 272, aforementioned records.

Each Unit includes a 7.6923% undivided interest in the Common Elements of Kings Bay Regional Medical Diagnostic Center Condominium (as such Common Elements are defined in said Declaration), together with all the right, title and interest of Grantor in said Unit and the appurtenances thereto under said Declaration, as amended in the Fourth Amendment thereto, recorded in Deed Book 734, Page 62, aforementioned records.

Tenant's Initials

Landlord's Initials

Exhibit B – Suite #205 Floor Plan



Tenant's Initials

Landlord's Initials