



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • DECEMBER 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

Mayor
Mayor Pro Tem
Councilman
Councilman

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
City Council - Regular Meeting - December 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. Award Presentation - Mayor Charles Grayson Day Jr.
- 2. Certificate of Achievement for Excellence in Financial Reporting -

The City of Kingsland's comprehensive annual financial report for the fiscal year ended September 30, 2019 qualifies for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. This achievement has been received by the Finance Department for 16 consecutive years.

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. NEW BUSINESS

1. Mayor and Council Appointments to the Kingsland Planning Commission -
Each Member of the Board serves for a two year term -

- a.) Mayor Day - two (2) appointments
- b.) Mayor and Council - one (1) appointment
- c.) Councilman Blount - one (1) appointment
- d.) Councilman Galloway - one (1) appointment
- e.) Councilman McClain - one (1) appointment

2. Approval Of: Utility Easement Between Teramore Development, LLC and the City of Kingsland -

This easement is for the Dollar General located at 1934 Harrietts Bluff Road.

Staff recommends approval.

3. Resolution #2020-13: FY2019-20 Year End Budget Revisions -

Staff recommends approval.

4. Approval Of: Contract for Services Between City of Kingsland and Camden Community Crisis Center, Inc. -

The City is in need of a safe shelter to provide food, lodging, clothing and other valuable services for victims and potential victims of family violence when the Police Department finds it necessary to remove these persons from an unsafe environment for their safety. This service contract shall be for an initial period of one (1) year commencing on January 1, 2021 and terminating on December 31, 2021. The City shall pay to the Center for its services to victims of family violence the sum of \$7,500.

5. Approval Of: 2021 Alcohol Beverage License Renewal -

License #3285 for Sainath Trading Inc. located at 1409-A Harrietts Bluff Road

Mailing Address is 340 Willow Oak Drive, Richmond Hill, GA 31324

6. Approval Of: Renewal of Service Agreement Between Kingsland Fire Rescue and CE-Tech of Jacksonville, Inc. -

CE-Tech provides scheduled inspections and maintenance of medical equipment.

Staff recommends approval.

7. Approval Of: Resolution #2020-14 Creating the Office of Prosecuting Attorney for Kingsland Municipal Court -

8. Approval Of: Professional Service Agreement for Municipal Court Solicitor - George F. Barnhill -

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3316)

5.1

Meeting: 12/28/20 06:00 PM

Department: City Clerk

Category: Recognition

Prepared By: Jean Seigler

Initiator: Jean Seigler

Sponsors: Mayor Charles Grayson Day Jr.

DOC ID: 3316

Award Presentation



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/28/20 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3340

AGENDA ITEM (ID # 3340)

Certificate of Achievement for Excellence in Financial Reporting

The City of Kingsland's comprehensive annual financial report for the fiscal year ended September 30, 2019 qualifies for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. This achievement has been received by the Finance Department for 16 consecutive years.



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

12/22/2020

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Kingsland** for its comprehensive annual financial report for the fiscal year ended September 30, 2019. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3317)

Meeting: 12/28/20 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3317

Mayor and Council Appointments to the Kingsland Planning Commission

Each Member of the Board serves for a two year term -

- a.) Mayor Day - two (2) appointments
- b.) Mayor and Council - one (1) appointment
- c.) Councilman Blount - one (1) appointment
- d.) Councilman Galloway - one (1) appointment
- e.) Councilman McClain - one (1) appointment



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/28/20 06:00 PM
Department: City Clerk
Category: Easement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3331)

DOC ID: 3331

Approval Of: Utility Easement Between Teramore Development, LLC and the City of Kingsland

This easement is for the Dollar General located at 1934 Harrietts Bluff Road.
Staff recommends approval.

After recording please return to:
 City of Kingsland
 Office of City Clerk
 P.O. Box 250
 Kingsland, GA 31548

**STATE OF GEORGIA
 COUNTY OF CAMDEN**

**CITY OF KINGSLAND
 UTILITY EASEMENT**

THIS INDENTURE is made as of the day ____ of _____, 20____, by and between **TERAMORE DEVELOPMENT, LLC**, a Georgia limited liability company, (hereinafter collectively referred to as "Grantor") and **THE CITY OF KINGSLAND**, a Georgia municipal corporation (hereinafter referred to as "Grantee") and ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

That in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, and conveyed, and does hereby grant, bargain, sell and convey unto Grantee a perpetual, assignable, non-exclusive easement for ingress, egress, and sewers, and related improvements and equipment used in connection therewith upon, over, across, under and through the property of Grantor, described as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN THE HARRIETTS BLUFF AREA, 31ST. G.M.D., CAMDEN COUNTY, GEORGIA (ACCORDING TO DEEDS RECORDED IN D. B. 1455, PG. 69 AND D. B. 990, PG. 658 OF THE PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT A ½" PIPE FOUND WHERE A CURVED PORTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LOCAL SERVICE ROAD No. 7 (AN 80-FOOT RIGHT-OF-WAY BY GA. D.O.T. PROJECT No. I-95-1(11)00) INTERSECTS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HARRIETTS BLUFF ROAD (RIGHT-OF-WAY VARIES BY GA. D.O.T. PROJECT No. I-95-1(11)00) AND RUN NORTH 54°-06'-56" EAST ALONG LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.89 FEET TO A PK NAIL FOUND; RUN THENCE NORTH 58°-26'-19" EAST CONTINUING ALONG LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 204.49 FEET TO A ½" PIPE FOUND (ID LSF 1067) AT

THE NORTHERNMOST CORNER OF NOW OR FORMERLY LANDS OF FNAP, LLC (ACCORDING TO DEED RECORDED IN D. B. 1471, PG. 193 OF THE PUBLIC RECORDS OF SAID COUNTY) FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 58°-26'-19" EAST ALONG LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 188.93 FEET TO A ½" PIPE SET ON THE SOUTHWESTERLY LINE OF NOW OR FORMERLY LANDS OF THE CITY OF KINGSLAND (ACCORDING TO DEED RECORDED IN D. B. 1917, PG. 857 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 37°-04'-18" EAST ALONG LAST MENTIONED SOUTHWESTERLY LINE, A DISTANCE OF 7.84 FEET TO A ½" PIPE FOUND (ID LSF 1067) AT THE SOUTHERNMOST CORNER THEREOF; RUN THENCE NORTH 52°-55'-42" EAST ALONG THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 49.05 FEET TO A ½" PIPE SET; RUN THENCE SOUTH 32°-00'-00" EAST, A DISTANCE OF 157.10 FEET TO A ½" PIPE SET; RUN THENCE SOUTH 03°-00'-00" WEST, A DISTANCE OF 114.59 FEET TO A ½" PIPE SET; RUN THENCE SOUTH 53°-00'-00" WEST, A DISTANCE OF 178.61 FEET TO A ½" PIPE FOUND (ID RLS 2218); RUN THENCE NORTH 36°-02'-26" WEST ALONG THE NORTHEASTERLY LINE OF NOW OR FORMERLY LANDS OF WESLEY T. SCHLOSSER (ACCORDING TO DEED RECORDED IN D. B. 1801, PG. 55 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 61.40 FEET TO A ½" PIPE FOUND (ID RLS 2218), SAID POINT BEING A SOUTHERLY CORNER OF THE AFOREMENTIONED LANDS OF FNAP, LLC; RUN THENCE NORTH 54°-10'-45" EAST ALONG THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 29.99 FEET TO A ½" PIPE FOUND (ID LSF 166); RUN THENCE NORTH 37°-36'-00" WEST ALONG THE NORTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 209.21 FEET TO THE POINT OF BEGINNING.

The easement for sewer lines shall be twenty (20) feet wide, extending ten (10) feet on either side of existing sewer lines and facilities.

Grantee shall have the right build or install such improvements on the aforementioned easement area as may be necessary to operate or maintain said ingress and egress rights, and sewer lines; to access the easement area through ingress and egress to, from and along such improvements, and upon the roads, streets and highways adjoining the easement area; to trim or remove any trees, undergrowth or other obstructions that affect the functionality or safety of said improvements, or access thereto; and generally, to do all reasonable things necessary to construct, operate and maintain said utilities. Any entrance onto or work on the easement area shall be done so as to limit the inconvenience to the business on the premises. No vehicles or equipment shall obstruct the entrance to the business nor prevent vehicles from traversing the parking lot.

Grantee covenants to maintain the easement in good repair so that no unreasonable damage may result from its use to the adjacent land of the parties of the first part, their successors and assigns.

In the event the Grantee shall seek to install water lines on the Property, the parties shall enter into an additional easement agreement. Said agreement shall define the easement width in terms of feet on either side of the water lines. The agreement shall also include terms outlining equitable repair responsibilities.

{Counterpart Signature Pages Follow}

IN WITNESS WHEREOF, the said Grantor has signed, sealed and delivered these presents, acting by and through their duly authorized officials, on the day and year first above written.

By:  (SEAL)
Steve Hufstetler, Manager

Signed, sealed, and delivered
in the presence of:

Witness


Notary Public



IN WITNESS WHEREOF, the Grantee has hereunto set its hand and affixed its seal and delivered these presents the day and year first above written.

CITY OF KINGSLAND, GEORGIA

By: _____ (L.S.)

Name: _____

Title: _____

Attest: _____ (L.S.)

Name: _____

Title: _____

[AFFIX CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

Witness

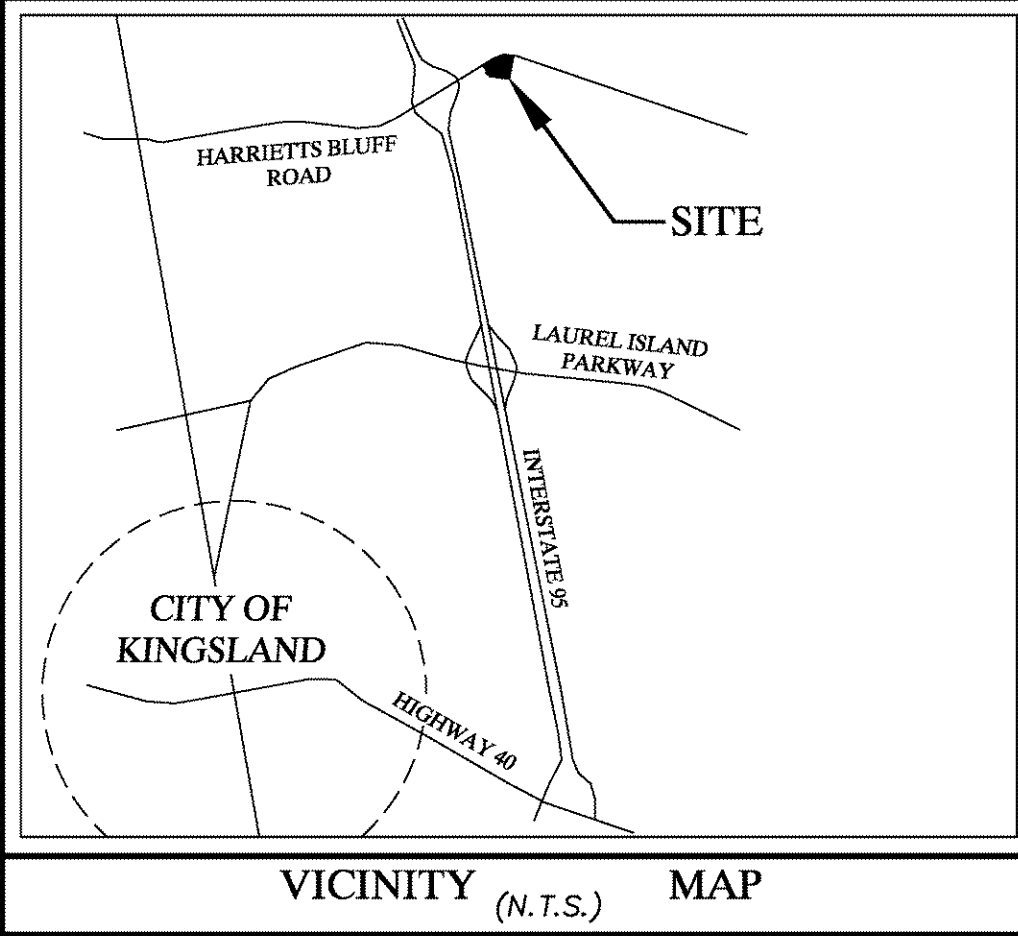
Notary Public, State of Georgia
(AFFIX NOTARY SEAL)

6951837659
PARTICIPANT ID

P2020000103
BK:2020 PG:103-103

FILED IN OFFICE
CLERK OF COURT
09/16/2020 09:58 AM
JOY LYNN TURNER, CLERK
SUPERIOR COURT
CAMDEN COUNTY, GA

[Signature]

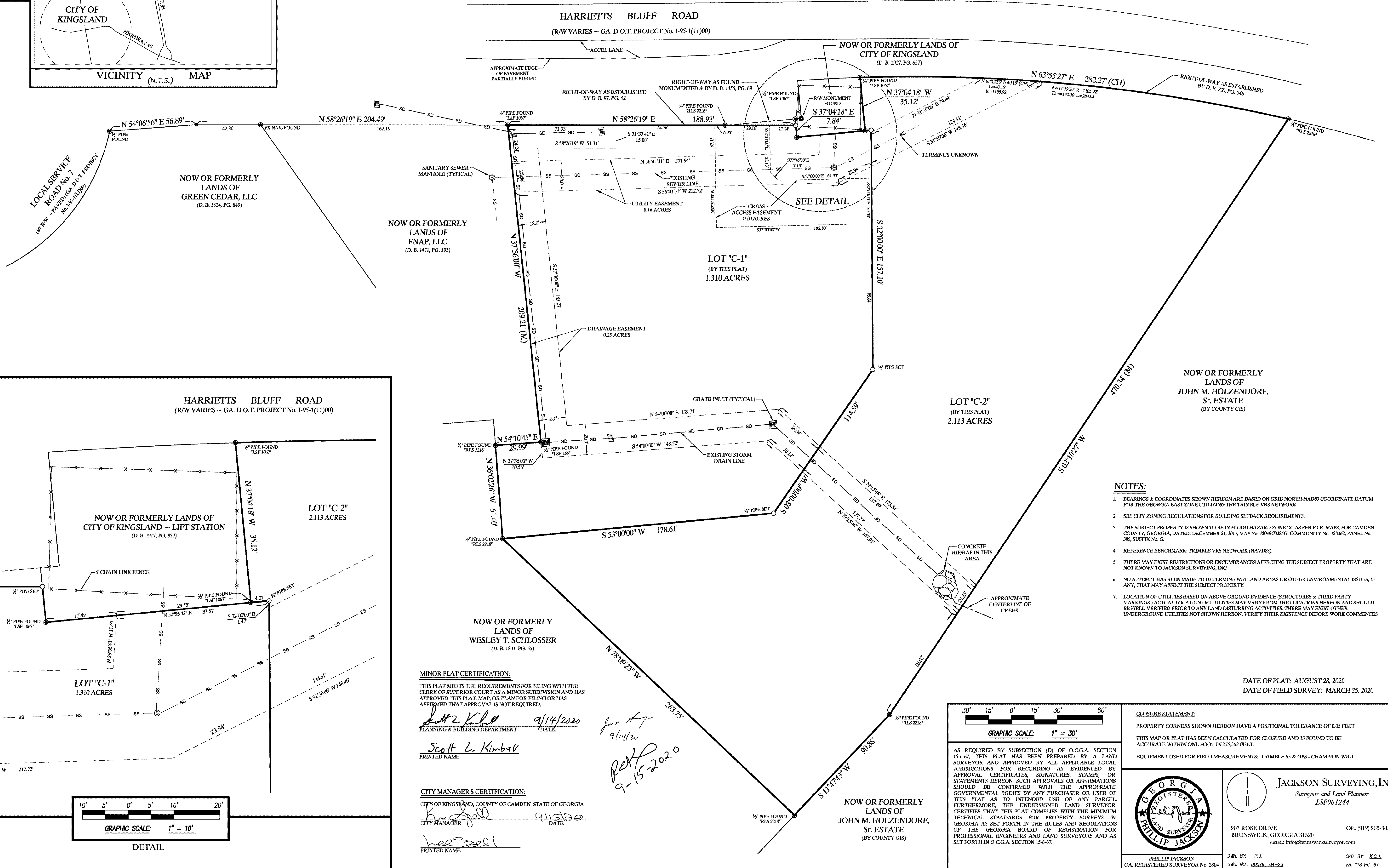


MAP TO SHOW SUBDIVISION PLAT OF

TERAMORE HARRIETTS BLUFF DEVELOPMENT,
CITY OF KINGSLAND,
31ST. G.M.D., CAMDEN COUNTY, GEORGIA

PROPERTY OWNED BY:
SWS, LLC
(D. B. 1455, PG. 69)

THE PURPOSE OF THIS PLAT IS TO CREATE LOTS C-1 & C-2





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/28/20 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 3319 A

AGENDA ITEM (ID # 3319)

Resolution #2020-13: FY2019-20 Year End Budget Revisions

Staff recommends approval.

**A RESOLUTION TO AMEND THE FISCAL YEAR 2019/20
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND
Resolution # 2020-13**

BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia in regular session lawfully assembled for City purposes:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
That it is necessary to amend the budget in the General Fund (100) for an increase/(decrease) in expenditures of the Police department.					
That the above transaction can be fulfilled by changing the following budget accounts:					
Building Permits	100-00-0000-322100	\$300,000	\$120,539		\$420,539
Fines	100-00-0000-350000	\$805,000	(\$151,000)		\$654,000
Local Option Sales Tax	100-00-0000-313100	\$1,800,000	\$151,000		\$1,951,000
Insurance	100-50-3210-523100	\$96,900		\$14,370	\$111,270
Travel	100-50-3210-523500	\$41,000		\$11,605	\$52,605
Supplies	100-50-3210-531100	\$15,500		\$3,815	\$19,315
Automobile parts	100-50-3210-531101	\$42,000		\$20,000	\$62,000
Vehicles	100-50-3210-542200	\$165,594		\$42,628	\$208,222
Equipment	100-50-3210-542500	\$99,370		(\$13,419)	\$85,951
Debt Service	100-50-3210-611010	\$72,612		\$41,540	\$114,152
Police Salaries	100-50-3210-512901	\$1,669,513		(\$518,563)	\$1,150,950
Cares Act - Police Salaries	220-00-0000-511150	\$0		\$518,563	\$518,563
			<u>\$120,539</u>	<u>\$120,539</u>	

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
That it is necessary to amend the budget in the General Fund (100) for an increase/(decrease) in expenditures of the Fire department.					
That the above transaction can be fulfilled by changing the following budget accounts:					
Building Permits	100-00-0000-322100	\$300,000	\$14,927		\$314,927
Debt Service	100-55-3510-611010	\$86,373		\$14,927	\$101,300
Fire Salaries	100-55-3510-512901	\$1,090,624		(\$361,025)	\$729,599
Cares Act - Fire Salaries	220-00-0000-511150	\$0		\$361,025	\$361,025
			<u>\$14,927</u>	<u>\$14,927</u>	

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
That it is necessary to amend the budget in the General Fund (100) for an increase/(decrease) in expenditures of the Public Works department.					
That the above transaction can be fulfilled by changing the following budget accounts:					
Building Permits	100-00-0000-322100	\$300,000	\$118,966		\$418,966
Vehicles Repairs	100-60-4100-522230	\$22,500		\$13,701	\$36,201
Supplies	100-60-4100-531100	\$36,000		\$10,410	\$46,410
Machinery/Equipment	100-60-4100-542100	\$62,000		\$5,159	\$67,159
Equipment	100-60-4100-542500	\$10,000		(\$3,426)	\$6,574
Debt Service	100-60-4100-611010	\$39,798		\$93,122	\$132,920
			<u>\$118,966</u>	<u>\$118,966</u>	

Attachment: Resolution 2020-13_FY 2019-20 Year End Budget Adjustments (3319 : Resolution #2020-13: FY2019-20 Year End Budget

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed

That it is necessary to amend the budget in the General Fund (100) for an increase/(decrease) in expenditures of the Planning & Zoning department.

That the above transaction can be fulfilled by changing the following budget accounts:

Building Permits	100-00-0000-322100	\$300,000	\$15,188		\$315,188
Professional	100-65-7200-521200	\$13,689		\$15,188	\$28,877
			<u>\$15,188</u>	<u>\$15,188</u>	

That it is necessary to amend the budget in the General Fund (100) to account for year-end accounting entries for retirement contributions.

That the above transaction can be fulfilled by changing the following budget accounts:

Transfers In WS	100-00-0000-391160	\$0	\$76,881		\$76,881
Transfers in SW	100-00-0000-391165	\$0	\$17,381		\$17,381
W/S Retirement Contr.	100-45-1500-512450	\$0		\$76,881	\$76,881
S/W Retirement Contr.	100-45-1500-512454	\$0		\$17,381	\$17,381
			<u>\$94,262</u>	<u>\$94,262</u>	

That it is necessary to amend the budget in the General Fund (220) to account for an increase/(decrease) in revenues/expenditures of the CARES Act/GEMA Grant Fund.

That the above transaction can be fulfilled by changing the following budget accounts:

CARES Act Funding	220-00-0000-331153	\$0	\$939,589		\$939,589
Salaries-Police	220-00-0000-511150	\$0		\$518,563	\$518,563
Salaries-Fire	220-00-0000-511155	\$0		\$361,025	\$361,025
Purchased/Contracted Services	220-00-0000-521000	\$0		\$60,000	\$60,000
GEMA DR-COVID Funds	220-00-0000-334140	\$0	\$127,500		\$127,500
Local Match-COVID Supplies	220-00-0000-336011	\$0	\$42,500		\$42,500
COVID Supplies	220-00-0000-531119	\$0		\$170,000	\$170,000
			<u>\$1,109,589</u>	<u>\$1,109,588</u>	

That it is necessary to amend the budget in the General Fund (230) to account for an increase/(decrease) in revenues/expenditures of the TAP Grant Fund.

That the above transaction can be fulfilled by changing the following budget accounts:

TAP Grant Funds	230-00-0000-334310	\$0	\$73,800		\$73,800
Professional	230-00-0000-521200	\$0		\$73,395	\$73,395
Legal	230-00-0000-521220	\$0		\$405	\$405
			<u>\$73,800</u>	<u>\$73,800</u>	

That it is necessary to amend the budget in the Hotel/Motel Tax Fund (276) to account for increases in hotel/motel tax revenues and related transfers to General Fund, CVB Fund, and Revenue Bond Fund.

That the above transaction can be fulfilled by changing the following budget accounts:

Hotel/motel Tax Revenues	276-00-0000-314100	\$772,727	\$140,603		\$913,330
Transfer Out to General Fund	276-00-0000-611100	\$301,363		\$54,836	\$356,199
Transfer Out to CVB	276-00-0000-611275	\$340,000		\$61,865	\$401,865
Transfer Out to Revenue Bond	276-00-0000-611500	\$131,364		\$23,902	\$155,266
Transfer In from H/M Tax Fund	100-00-0000-391190	\$301,363	\$54,836		\$356,199
Transfer In from H/M Tax Fund	275-00-0000-391190	\$340,000	\$61,865		\$401,865
Transfer In from H/M Tax Fund	420-00-0000-391190	\$131,364	\$23,902		\$155,266

Attachment: Resolution 2020-13_FY 2019-20 Year End Budget Adjustments (3319 : Resolution #2020-13: FY2019-20 Year End Budget

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
General Fund Contingency	100-45-1500-574000	\$0		\$54,836	\$54,836
CVB Contingency	275-76-7545-579000	\$303,458		\$61,865	\$365,323
Revenue Bond Fund Cash CF	420-00-0000-391300	\$24,636	(\$23,902)		\$734
County HM Tax Share	275-00-0000-337077	\$13,707	\$4,383		\$18,090
County Digital Marketing	275-77-7547-523350	\$1,000		\$4,100	\$5,100
County Advertising	275-77-7547-523310	\$9,558		\$283	\$9,841
			<u>\$261,687</u>	<u>\$261,687</u>	

That it is necessary to amend the budget in the Kingsland Downtown Development Authority Fund (278) to reallocate departmental expenditures.

That the above transaction can be fulfilled by changing the following budget accounts:

Catfish Festival donations	278-00-0000-322162	\$0	\$3,452		\$3,452
Catfish Festival event	278-68-7550-531523	\$7,500		\$2,277	\$9,777
Dda Fund expense	278-68-7550-531514	\$3,500		\$1,175	\$4,675
			<u>\$3,452</u>	<u>\$3,452</u>	

That it is necessary to amend the budget in the SPLOST #7 Fund (321) to account for proceeds received.

That the above transaction can be fulfilled by changing the following budget accounts:

Contributions from other govts	321-00-0000-371321	\$0	\$416,813		\$416,813
Trasnfers In LMIG	321-00-0000-391129	\$0	\$215,569		\$215,569
Professional	321-43-4200-521200	\$0		\$10,378	\$10,378
LMIG Resurfacing	321-43-4200-522219	\$0		\$183,164	\$183,164
Infrastruture-drainage	321-43-4200-541205	\$275,000		\$90,609	\$365,609
Infrastruture-roads	321-43-4200-541400	\$357,869		\$310,017	\$667,886
Machinery & Equipment	321-43-4200-542501	\$0		\$38,214	\$38,214
			<u>\$632,382</u>	<u>\$632,382</u>	

That it is necessary to amend the budget in the Debt Service Fund (405) to adjust transfer of funds for capital leases.

That the above transaction can be fulfilled by changing the following budget accounts:

Transfer In from General Fund	405-00-0000-391110	\$121,082	\$112,199		\$233,281
Capital Lease Principal	405-40-8000-581200	\$115,954		\$112,199	\$228,153
			<u>\$112,199</u>	<u>\$112,199</u>	

Attachment: Resolution 2020-13_FY 2019-20 Year End Budget Adjustments (3319 : Resolution #2020-13: FY2019-20 Year End Budget

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
That it is necessary to amend the budget in the Water/Sewer Fund (505) to adjust revenues and expenses.					
That the above transaction can be fulfilled by changing the following budget accounts:					
WW Tap Fees	505-00-0000-344240	\$500,000	\$83,550		\$583,550
Credit Card processing fees	505-45-1500-522210	\$1,500		\$21,550	\$23,050
Insurance	505-45-1500-523100	\$48,500		\$12,000	\$60,500
Postage	505-45-1500-523220	\$15,000		\$5,000	\$20,000
Supplies	505-90-4410-531100	\$187,000		\$45,000	\$232,000
			<u>\$83,550</u>	<u>\$83,550</u>	

That it is necessary to amend the budget in the Solid Waste Fund (540) to adjust revenues and expenses.

That the above transaction can be fulfilled by changing the following budget accounts:

Solid Waste Fees	540-00-0000-344111	\$1,050,000	\$16,000		\$1,066,000
Solid Waste Containers	540-85-4510-531510	\$40,000		(\$36,000)	
Vehicle Repairs	540-85-4510-522230	\$60,000		\$16,000	\$76,000
Landfill Disposal fees	540-85-4510-523610	\$180,000		\$36,000	\$216,000
			<u>\$16,000</u>	<u>\$16,000</u>	

THEREFORE, BE IT RESOLVED, that the City of Kingsland does hereby ordain, resolve, and enact the foregoing budget amendments for the City of Kingsland, Georgia.

Adopted this 28th day of December 2020.

CITY OF KINGSLAND, GEORGIA

Dr. C. Grayson Day, Jr., Mayor

Attest: _____
Linda O'Shaughnessy, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/28/20 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3318)

DOC ID: 3318

Approval Of: Contract for Services Between City of Kingsland and Camden Community Crisis Center, Inc.

The City is in need of a safe shelter to provide food, lodging, clothing and other valuable services for victims and potential victims of family violence when the Police Department finds it necessary to remove these persons from an unsafe environment for their safety. This service contract shall be for an initial period of one (1) year commencing on January 1, 2021 and terminating on December 31, 2021. The City shall pay to the Center for its services to victims of family violence the sum of \$7,500.

STATE OF GEORGIA
CAMDEN COUNTY

CITY OF KINGSLAND
SERVICES CONTRACT

This Services Contract (this "Contract") made and entered into as of _____, 2020, by and between the **CITY OF KINGSLAND, acting by and through its Mayor and City Council (the "City")** and the **CAMDEN COMMUNITY CRISIS CENTER, INC.**, a non-profit corporation created pursuant to the laws of the State of Georgia (the "Center").

RECITALS

WHEREAS, under the laws of the State of Georgia, family violence between past or present spouses, persons who are parents of the same child, parent and children stepparents and stepchildren, for the parents and foster children, or other persons living or formerly living in the same household is a continuing problem;

WHEREAS, the Police Department of the City of Kingsland is required to intervene in family violence situations to protect certain innocent person or persons from scenes of actual or potential violence;

WHEREAS, the Center provides a shelter for victims of family violence when the Police Department finds it necessary for the safety of the victim or potential victim to be removed from an unsafe environment.

WHEREAS, the Center provides food, shelter, and clothing and other services for victims(s) of family violence;

WHEREAS, the city desires to retain the services of the Center to provide a safe shelter to residents of the City of Kingsland exposed to or a victim of family violence.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the promises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals

The recitals herein set forth are true.

2. Terms of Contract

This Contract shall be for an initial period of one (1) year commencing on January 1, 2021 and terminating on December 31, 2021, unless sooner terminated in accordance with the provisions of this Agreement, or as extended by written agreement of the parties.

3. Payment

The City shall pay to the Center for its services to victims of family violence the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 7,500.00), per year, which shall be payable on the 1st day of January of each year, until this Contract is terminated.

4. Events of Default; Remedies

The following occurrences shall constitute Events of Default hereunder:

- (a) Center fails to provide the services required of Center over a period time, in family violence situations; or
- (b) Fails to assist the City Police in family violence occurrences; or
- (c) Dissolution of the existence of the Center; or
- (d) Any legal or equitable action is commenced against Center which, if adversely

determined, could reasonably be expected to substantially impair the ability of the Center to perform each and every obligation under this Contract.

- (e) Upon the occurrence of any Event of Default, the City may declare this Contract null and void without prior notice to the Center. All unearned city Funds shall be returned to the City.

5. Remedies Cumulative

The remedies provided for the City herein shall not be exclusive but shall be concurrent, in addition to and cumulative of any other remedies the City may have by law. The failure to seek or exercise any remedy shall not be deemed a waiver or foreclose any subsequent remedy.

6. General Conditions

- (a) No Waiver No Waiver or any provision of this Contract shall waive any other provision of this Contract or preclude the City from declaring a default if the Center is unable to satisfy any such provisions or perform hereunder.
- (b) Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto at the address set forth herein, with instruction to show to whom delivered and return receipt requested. Each party may notify the other by the same process of any change of such address. Loan requests, disbursements and other routine contract administration may be conducted by regular mail.

If to City: CITY OF KINGSLAND
 ATTN: City Manager
 P.O. Box 250
 KINGSLAND, GEORGIA 31548

With a Copy to (which shall not constitute notice):
 CITY OF KINGSLAND CITY ATTORNEY
 Stephen Kinney
 Attorney at Law
 1815 Osborne Rd
 St. Marys, GA 31558

If to Center: CAMDEN COMMUNITY CRISIS CENTER, INC.
 ATTN: Director
 P.O Box 5159
 St. Marys, GA 31558

7. Assignment

This Contract may not be assigned by the Center without the advance written consent of the City.

8. Continuity

This Contract shall be binding upon the legal representative, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment imposed upon the Center.

9. Counterpart.

This Contract is executed in two counterparts, which are separately numbered, but each of which is deemed one and the same instrument as the other.

10. Entire Agreement

This Contract contains the entire terms of this agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written

instrument executed by the party sought to be charged therewith.

11. Severability

If any provision of this Contract, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Contract shall survive and be applied, and together with the invalid or unenforceable portion shall be construed, reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

12. Time of Essence

Time is of the essence of this Contract.

13. Georgia Contract

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the **CAMDEN COMMUNITY CRISIS CENTER, INC. AND THE CITY OF KINGSLAND** have caused these presents to be signed, sealed and delivered all as of the date hereof.

CAMDEN COMMUNITY CRISIS CENTER, INC.

By: Maruei Castello

Attest: Darryl K. Lallier
Its President

CITY OF KINGSLAND, GEORGIA

By: _____
Its Mayor

Attest: _____
Its Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3333)

Meeting: 12/28/20 06:00 PM
Department: Finance
Category: License
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 3333

8.5

Approval Of: 2021 Alcohol Beverage License Renewal

License #3285 for Sainath Trading Inc. located at 1409-A Harrietts Bluff Road
Mailing Address is 340 Willow Oak Drive, Richmond Hill, GA 31324



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

2021 Alcohol Beverage Renewals

RETAIL/ BEER & WINE

3285

***Sainath Trading Inc
1409-A Harriett Bluff Road (Mailing) 340 Willow Oak Drive
Richmond Hill, GA 31324***



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3338)

Meeting: 12/28/20 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3338

Approval Of: Renewal of Service Agreement Between Kingsland Fire Rescue and CE-Tech of Jacksonville, Inc.

CE-Tech provides scheduled inspections and maintenance of medical equipment.
Staff recommends approval.



904-202-5294/Fax 904-399-3455/ 800-333-7477

8.6.a

SERVICE AGREEMENT

THIS AGREEMENT is entered into as of the earlier of the date of the last signature below or the date of service commencement, by and between **CE-TECH OF JACKSONVILLE, INC.**, a Florida corporation, d/b/a **CE-TECH** ("CE-Tech"), and **Kingsland Fire and Rescue** ("CUSTOMER").

RECITALS

WHEREAS, CE-Tech is in the business of providing high quality Life Safety, Facility and Technology Management services to include scheduled inspections and maintenance of utility and medical equipment to healthcare facilities throughout the southeastern United States; and

WHEREAS, CUSTOMER desires CE-Tech to provide such management, maintenance and repair services for its benefit and CE-Tech desires to provide such services for CUSTOMER;

NOW, THEREFORE, the parties agree as follows:

1. SERVICE TERM

The service term shall commence on **January 1, 2021** (the "Commencement Date") and shall continue for a term of three (3) year from the Commencement Date, and shall automatically renew for successive one (1) year periods based upon the terms and conditions as outlined in this Agreement unless either party provides the other party with at least sixty (60) days prior written notice of its intention not to renew this Agreement.

2. OBLIGATIONS AND RESPONSIBILITIES OF CE-TECH

CE-Tech shall furnish to CUSTOMER, subject to the terms hereof, the services as described in Exhibit "A", which is attached hereto and incorporated herein (the "Services"). The Services shall be provided for scheduled activities and equipment listed in the attachments to Exhibit A (as elected).

3. OBLIGATIONS AND RESPONSIBILITIES OF CUSTOMER

3.1 Payment:

CUSTOMER will pay to CE Tech the fees for the Services as described in Exhibit "B", which is attached hereto and incorporated herein (the "Fees"). The amount of the Fees is contingent upon the EQUIPMENT (Life Safety/Utility/Medical) being in a fully operational status according to manufacturer's specifications at the commencement of the Agreement. EQUIPMENT (Life Safety/Utility/Medical) requested by CUSTOMER to be added to the inventory in order to be serviced under this Agreement can be included to the program at a mutually agreed upon price. The Fees will be billed within thirty (30) days of the Effective Date. All invoices will be due and payable within thirty (30) days of the invoice date. Payments received after the due date shall be deemed late and subject to a late fee of up to 1.5 percent per month (equivalent to 18% per year). In the event it becomes necessary to enforce collection of the service agreement, the customer agrees to pay all cost of collection, including reasonable attorney's fees.

3.2 Service Facilities

Services provided by CE-Tech to CUSTOMER are contingent upon adequate service facilities being provided to CE-Tech employees and subcontractors and unrestricted and safe access to the Utility/Equipment. Accordingly, CUSTOMER is to furnish, at no charge to CE-Tech, the following: (a)

Attachment: Renewal Kingsland Fire and Rescue (3338 : Approval Of: Renewal of Service Agreement Between Kingsland Fire Rescue and CE-



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8.6.a

Reasonable space to allow CE-Tech technicians to perform services, store parts and complete documentation; (b) Full utilities, including, without limitation, electrical and water; (c) Adequate access to telephone services; (d) Network connectivity with internet access; and (e) Employee parking.

3.3 **Instruments of Further Assurance:**

CUSTOMER covenants that it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such acts, instruments and transfers as may reasonably be required for the performance of the Services.

4. **TERMINATION**

4.1 **Without Cause Termination:**

After the first anniversary of the Effective Date, either party may, upon sixty (60) days prior written notice, elect to terminate this Agreement without cause. Upon termination, neither party shall have any further obligations hereunder, except for obligations accrued hereunder prior to such termination and those obligations that survive termination according to the terms of this Agreement.

4.2 **Material Breach and Right of Cure:**

Upon the occurrence of a material breach by a party, the non-breaching party may give notice of such material breach to the breaching party. Upon receipt of such notice, the breaching party may cure such breach within thirty (30) days after its receipt of notice. If the breach is one that cannot be cured, or upon the breaching party's failure to timely cure a breach, the non-breaching party shall be entitled to terminate this Agreement.

4.3 **Change in Law:**

If any government or governmental agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes either party's rights or obligations hereunder or which renders any provision of this Agreement illegal (or places the legality of such in question), either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. Upon the giving of such notice, both parties agree to negotiate in good faith concerning such proposed amendments. Should the parties fail to reach an agreement concerning any proposed amendment within thirty (30) days thereafter, then the party originally giving such notice may terminate this Agreement to be effective ten (10) days from delivery of such party's written notice to the other party of its election to so terminate.

5. **CONFIDENTIALITY**

5.1 **Proprietary Material:**

In connection with the implementation of this Agreement, either party may encounter or receive from the other party certain information, documentation or material that is either designated as, or is generally regarded as, confidential or proprietary. CE-Tech and CUSTOMER agree to keep confidential such information, documentation or material unless it is:



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8.6.a

- (a) Or becomes generally available to the public other than as a result of an unauthorized disclosure;
- (b) Furnished by a third party without breach of such third party's obligations regarding such information, documentation or material;
- (c) Available to the non-disclosing party on a non-confidential basis prior to its disclosure; or
- (d) Developed independently by an employee or agent of the non-disclosing party.

5.2 **Patient Information:**

CE-Tech acknowledges that healthcare information regarding CUSTOMER's patients must be kept confidential. CE-Tech agrees that any such healthcare information that it or its employees receive, directly, indirectly or inadvertently, as a result of its performance of its duties herein, shall be treated as confidential. CE-Tech shall comply with all applicable regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended.

6. **WARRANTIES AND DISCLAIMERS**

6.1 **Warranties:**

CE-Tech shall provide all services in a professional and workmanlike manner.

6.2 **Disclaimers:**

OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CE-TECH MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS, TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES AND THE PRODUCTS ASSOCIATED WITH, OR PROVIDED IN CONNECTION TO, THE SERVICES. NO ORAL OR WRITTEN INFORMATION PROVIDED BY CE-TECH, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES WILL CREATE ANY SUCH WARRANTY. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CE-TECH PROVIDES "AS IS" ALL SERVICES, AND THE PRODUCTS ASSOCIATED WITH, OR PROVIDED IN CONNECTION TO, THE SERVICES PERFORMED HEREUNDER. CE-TECH HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE WITH RESPECT TO THE SERVICES AND THE PRODUCTS ASSOCIATED WITH, OR PROVIDED IN CONNECTION TO, SUCH SERVICES. CE-TECH DOES NOT ADOPT ANY REPRESENTATION OR WARRANTY OF ANY MANUFACTURER OR MERCHANT OF ANY INFORMATION, SERVICE OR PRODUCTS.

7. **LIMITATION OF LIABILITY**

NEITHER PARTY WILL BE LIABLE FOR ANY INTERRUPTION OF BUSINESS OR LOSS OF BUSINESS, USE, DATA, PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED REMEDY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST CE-TECH OR CUSTOMER. CE-TECH'S MAXIMUM LIABILITY TO CUSTOMER ARISING FROM, OR RELATED TO, THIS AGREEMENT



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8.6.a

SHALL BE LIMITED TO THE AMOUNTS RECEIVED BY CE-TECH FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

8. INDEMNIFICATION

CUSTOMER agrees that it will indemnify, defend and hold harmless CE-Tech, its affiliates and their respective, officers, directors, agents, employees and subcontractors (the "Indemnitees") from and against any and all liabilities, losses, expenses, claims, damages or costs, including reasonable attorney's fees, that the Indemnitees may suffer as a result of any claims, suits, actions, demands or judgments asserted by any person or entity for any negligent act or omission, willful misconduct, or breach of this Agreement by CUSTOMER, its affiliates, its assignees, or their respective officers, employees, subcontractors or agents except to the extent and degree that such liabilities, losses, expenses, claims, damages or costs are caused by the negligence or willful misconduct of the Indemnitees.

9. INDEPENDENT CONTRACTORS

Each party to this Agreement is an independent contractor with respect to the other, and neither will have any authority to bind or commit the other except to the extent CUSTOMER authorizes CE-Tech to act as its agent regarding the maintenance, repair and servicing of the Equipment. Nothing in this Agreement will create a joint venture, partnership or agency relationship between the parties. In no event shall either party be liable for debts or obligations of the other party, except as specifically provided for in this Agreement.

10. NON-SOLICITATION

During the term of this Agreement and for a period of one year thereafter, CUSTOMER agrees not to employ or attempt to employ or recruit, either directly or indirectly, for itself, or on behalf of any person, firm, corporation or other entity, any employee of CE-Tech without prior written permission of CE-Tech. CUSTOMER also agrees to prohibit any employee, stockholder, partner, member, officer, director, trustee, agent, subcontractor or affiliate from engaging in such acts during the term of this Agreement and for a period of one year thereafter.

11. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, CE-Tech shall not be deemed to have breached this Agreement or to be in any way liable for damages on account of the failure to perform, or the delay in performing, its obligations hereunder to the extent such failure or delay is caused by strikes, lockouts or other industrial disturbances, acts of public enemies, insurrections, riots, acts of God, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornados, floods, washouts, restraint of government and people, civil disturbances, explosions, partial or entire failure of utilities, regulations of any kind by government, including federal, state, or any of their respective departments, agencies or officials, or of any civil, military, municipal, or other government authority or any other cause or event not reasonably within the control of CE-Tech.

12. NOTICES

Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses indicated below, or at any address as may have been specified by either party.



904-202-5294/Fax 904-399-3455/ 800-333-7477

If to CE-Tech: CE-Tech of Jacksonville, Inc.
3728 Philips Hwy, Suite 56
Jacksonville, Florida 32207
Attn: Scott Long, President

With a copy to: Baptist Health
841 Prudential Drive, Suite 1802
Jacksonville, Florida 32207
Attn: G. Scott Baity, SVP & General Counsel

If to CUSTOMER: Kingsland Fire Rescue
850 North Gross Road
Kingsland, GA 31548
Attn: Lee Spell

13. ASSIGNMENT

Neither this Agreement, nor any of the obligations or rights herein, shall be assignable by CUSTOMER without the express written approval of CE-Tech.

14. DISPUTES

14.1 Governing Law:

This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state.

14.2 Jurisdiction and Venue:

All legal actions arising out of this Agreement shall be brought exclusively in a state or federal court located in Jacksonville, Duval County, Florida.

14.3 Attorney's Fees and Expenses

In the event that either party commences any action or proceeding under this Agreement to enforce any right or remedy hereunder, the prevailing party (as determined by the trier of facts) shall be entitled to recover its reasonable costs and attorneys' fees.

15. MISCELLANEOUS:

15.1 Integration and Merger:

This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, understandings, or promises, whether oral or written, with respect to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a writing signed by both parties.



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8.6.a

15.2 **Waiver:**

No consent or waiver, express or implied, by a party hereto, of any breach or default by the other party in the performance of such other party's duties or obligations hereunder, shall be deemed, or construed to be, a consent to, or waiver of, any other breach or default by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

15.3 **Severability:**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall, to the extent possible and without destroying the intent of this Agreement, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision. There shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision.

15.4 **Third-Party Rights:**

Except as expressly provided to the contrary herein, this Agreement is not intended to, and shall not be construed to, confer upon, or give to, any person or entity, other than the parties hereto, any rights or remedies.

15.5 **Survival:**

The parties acknowledge and agree that the provisions of Sections 3.1, 5, 6.2, 7, 8, 10, 12, 14 and 15 of this Agreement and any other provision of this Agreement that by its terms is reasonably intended by the parties to survive termination, shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CE-Tech

CUSTOMER

By: 

By: _____

Name: Scott Long

Name: _____

Title: President

Title: _____

Date: 12/21/20

Date: _____

Attachment: Renewal Kingsland Fire and Rescue (3338 : Approval Of: Renewal of Service Agreement Between Kingsland Fire Rescue and CE-

KINGSLAND FIRE AND RESCUE
Active Equipment Inventory
EXHIBIT A

TAG_NUMBER	MFG	MODEL	SN	DESCRIPTION	EQU_STATUS_DESC	BUILDING_DESC	DEPARTMENT	SRVC
101398252	CRITICARE SYSTEMS, INC	506DXN	101398252	MONITOR VITAL SIGNS	ACTIVE	KINGSLAND FIRE AND RESCUE	KFD-KINGSLAND FIRE AND RESCUE	070701
4265706	CARDIAC SCIENCE	POWERHEARTG3	4265706	DEFIBRILLATOR AED	ACTIVE	KINGSLAND FIRE AND RESCUE	KFD-KINGSLAND FIRE AND RESCUE	070701
4265775	CARDIAC SCIENCE	POWERHEARTG3	4265775	DEFIBRILLATOR AED	ACTIVE	KINGSLAND FIRE AND RESCUE	KFD-KINGSLAND FIRE AND RESCUE	070701
4398877	CARDIAC SCIENCE	POWERHEARTG3	4398877	DEFIBRILLATOR AED	ACTIVE	KINGSLAND FIRE AND RESCUE	KFD-KINGSLAND FIRE AND RESCUE	070701
4398885	CARDIAC SCIENCE	POWERHEARTG3	4398885	DEFIBRILLATOR AED	ACTIVE	KINGSLAND FIRE AND RESCUE	KFD-KINGSLAND FIRE AND RESCUE	070701
4398895	CARDIAC SCIENCE	POWERHEARTG3	4398895	DEFIBRILLATOR AED	ACTIVE	KINGSLAND FIRE AND RESCUE	KFD-KINGSLAND FIRE AND RESCUE	070701
95272386R14	CRITICARE SYSTEMS, INC	503	295272386R14	OXIMETER PULSE	UNIT NOT LOCATED	KINGSLAND FIRE AND RESCUE	KFD-KINGSLAND FIRE AND RESCUE	070701
US00574732	PHILIPS MEDICAL SYSTEMS	M3535AHEARTSTARTMRX	US00574732	DEFIBRILLATOR/CARDIOSCOPE	ACTIVE	KINGSLAND FIRE AND RESCUE	KFD-KINGSLAND FIRE AND RESCUE	070701
US00574733	PHILIPS MEDICAL SYSTEMS	M3535AHEARTSTARTMRX	US00574733	DEFIBRILLATOR/CARDIOSCOPE	ACTIVE	KINGSLAND FIRE AND RESCUE	KFD-KINGSLAND FIRE AND RESCUE	070701



EQUIPMENT SERVICE CODES

CE-Tech customizes maintenance agreements as per the individual customer's needs. Devices in the equipment inventory may have different Response Times, Service Coverages and/or particular Exceptions. In order to aid customers and staff in knowing the level of coverage, each device in CMMS is assigned a Service Code. This six-digit code details the responsibility CE-Tech has for each device. Each category has a numerical value representing the level of responsibility. Any combination of the categories listed below may be placed together in order to define the service requirements outlined in the equipment's contract.

Response Time		Coverage	Exclusions		
01	24/7, 1 hr Tele, < 8 hrs on site	01	1 PM, Repairs & Parts	01	Standard***
02	24/7, 1 hr Tele, < 24 hrs on site	02	2 PM's, Repairs & Parts	02	Consumables
03	8a - 5p, 1hr Tele, < 8 hrs on site	03	4 PM's, Repairs & Parts	03	Disposables
04	8a - 5p, 1hr Tele, < 16 hrs on site	04	1 PM, Repairs, no Parts	04	Reagents
05	8a - 5p, 1hr Tele, < 24 hrs on site, 48 hr repair	05	2 PM's, Repairs, no Parts	05	Abuse
06	8a - 5p, 24 hr Tele, < 48 hrs onsite, 72 hr repair	06	4 PM's, Repairs, no Parts	06	Glassware
07	8a - 5p, Standard*, M-F	07	Annual PM Only	07	Batteries
08	8a - 5p, Standard*, Su-Sa	08	Semi-Annual PM Only	08	No Exclusions
09	7a - 7p, Standard*, M-F	09	Quarterly PM Only	09	Parts
10	7a - 7p, Standard*, Su-Sa	10	Electrical Safety Only	10	Service
11	8a - 9p, < 1 Tele, < 24 hrs onsite	11	Repairs & Parts	11	Electrical Safety
12	BILLABLE	12	Inventory Only		
		13	3 PM's & PM Parts		
14	Asset Management Only	14	3 PM's, Repairs, no Parts	14	Discount on Glassware
15	8-5 2 days per week (or per days contracted)	15	3 PM's, Repairs & Parts		
*	Standard	16	Service Only	99	Vendor Sub-Agreement in force
	Excludes Holidays &	17	Performance Verification		
			Semi-Annual Performance Verification	**	
	Non-Operational Days	18	Semi-Annual Electrical Safety Only	*	Standard
		19	Annual PM & PM Parts		Exclusion Includes 01 - 07
		20	Semi-Annual PM & PM Parts		
		21	Quarterly PM & PM Parts		
		22	Bi-Annual PM Only		
		23	LS/FM Coverage		
		40	Weekly		
		41	Weekly, Monthly		
		42	Weekly, Monthly, Annual, 3 Year		
		43	Bi-Weekly		
		44	Monthly		
		45	Monthly, Semi-Annual		
		46	Monthly, Annual, Quarterly		
			Quarterly,		
		47	Semi-Annual, Annual, 5 Year		
		48	Quarterly, Annual, 3 Year, 5 Year		
		49	Semi-Annual, Annual, 2 Year		
		50	Annual, 5 Year		
		51	4 Year		

HOW TO INTERPRET CONTRACT SERVICE CODES

Add the response code, coverage code, and exclusion code together to get a six digit SERVICE CODE.

The following are typical examples:

07-	8a-5p, Standard*, M-F	
02-	2 PM's, Repairs & Parts	07 02 01
01-	Standard***	

Another example SERVICE CODE:

07-	8a-5p, Standard*, M-F	
08-	Semi-Annual PM Only	07 08 01
01-	Standard***	

You will find this number in the Service Code field in the CMMS equipment record and printed on the individual equipment order.



EXHIBIT B

Service Agreement Renewal

This agreement made this 18th day of December, 2020 between **CE-Tech** and

Kingsland Fire Rescue

Service Location

850 North Gross Road
Kingsland, GA 31548
Telephone: (912) 729-8770
Fax: (912) 729-8827
County: Camden
Tax I.D.:

This agreement provides owners or users of the medical equipment listed on the attached equipment list with:

✓ Scheduled Preventative Maintenance checks performed annually on the attached equipment inventory during normal business hours (Monday through Friday, 8:00 A.M. to 4:30 P.M.).

Contract covers annual preventative maintenance and service documentation on the attached equipment inventory.

Cost of Annual Agreement: \$627.41/yr plus applicable tax

1.5% rate of increase per calendar year at anniversary date

Agreement period: January 1, 2021 to December 31, 2023

Accepted by: _____ Title: _____ Date: _____

Client

Accepted by: *[Signature]* Title: PRESIDENT Date: 12/21/20

CE-Tech

Purchase Order No.: _____



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/28/20 06:00 PM
Department: City Clerk
Category: Resolution
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3344)

DOC ID: 3344

Approval Of: Resolution #2020-14 Creating the Office of Prosecuting Attorney for Kingsland Municipal Court



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3339)

Meeting: 12/28/20 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3339

8.8

Approval Of: Professional Service Agreement for Municipal Court Solicitor - George F. Barnhill