



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • SEPTEMBER 26, 2022

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. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. RECOGNITION

- 1. Josalyn Glover - AAU National Championship Win -

At the AAU National Championships and Junior Olympics, 8-year-old Josalyn Glover of Kingsland, Georgia, nearly broke the national age group record in the 400 meters as she won the title during the meet at North Carolina A&T in Greensboro, North Carolina.

VI. PRESENTATION

- 1. Presentation - Global Shield Network -

Kingsland Police Department will present information about the Global Shield Network.

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. NEW BUSINESS

1. Approval Of: Resolution #2022-09 Adoption of FY 2022-23 Operating & Capital Budget -

2. Approval Of: 2022 Tax Millage Rate at 6.500 Mills -

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 2022. Required five year history and current digest have been published in accordance with O.C.G.A. Section 48-5-32. Proposed FY 2022-23 Budget is based on 6.500 mills which is below the roll back rate of 6.719 mills.

3. Approval Of: Georgia Gateway CID Millage Rate -

Georgia Gateway CID Board met on Tuesday, September 13, 2022. At the scheduled meeting the Board approved the CID millage to be set at 1 mill. This will generate \$1,153 for the CID Fund. *Staff recommends approval.*

4. Approval Of: GEMBS Group Health Renewal 2023 -

The GEMBS Life and Health Program Employer Declaration and Application for employee group health coverage for the 2023 plan year. Includes health and Rx coverage only with a 60-day waiting period for POS 80/60-1500 and POS 90/70-1500 plans. By moving to the POS plan design, we reduce the increased 80/60 cost from 12% to 6.91% for our 2023 renewal. For the 90/70 plan, the cost is reduced to an 8.31% increase.

Staff recommends approval.

5. Approval Of: Consulting Service Agreement for the Community Rating System -

Atlas Technical Consultants, LLC shall provide adequate personnel and management services to complete the ISO/ FEMA Community Assessment Visit (CAV) of the Community Rating System (CRS) and support such effort for a period of one year from the effective date of this agreement. The personnel proposed would include an ASFPM Certified Floodplain Manager (CFM) and a GIS specialist. Services to be provided include all required documentation, GIS mapping, ordinance compliance and coordination, outreach coordination, and drainage coordination as outlined in areas 200, 300, 400, 500 and 600 of the FEMA CRS Coordinators Manual. The cost is on a hourly basis with a not-to-exceed cost of \$71,900.00. Funding is available in the current FY budget.

Staff recommends approval.

6. Approval Of: Peachtree Recovery Service Agreement -

Renewal of the Peachtree Recovery Services (PRS) Service Agreement wherein PRS will identify potential damaged property claims through various means and invoice and collect from the third party or the third party's insurance carriers. Since 2019, PRS has recovered \$30,632.08 in claims. This Agreement reflects a 2.5% rate increase from 16.5% to 19%.

Staff recommends approval.

7. Acceptance Of: Waters Edge Phase 4 and 5 Right of Way -

Waters Edge Haddock Road, LLC and Bill Gross have submitted a Quit Claim Deed requesting the city to accept a 60' right of way (ROW) with all infrastructure of Waters Edge Phase 4 and 5. The final plat was approved June 8, 2020 and the one year warranty period ended July 21, 2021. An inspection of the infrastructure was completed by the Planning Department and Public Works July 7, 2022 with no issues found and all infrastructure was in good working order.

8. Proclamation - Domestic Violence Awareness Month -

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/26/22 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4012

AGENDA ITEM (ID # 4012)

Josalyn Glover - AAU National Championship Win

At the AAU National Championships and Junior Olympics, 8-year-old Josalyn Glover of Kingsland, Georgia, nearly broke the national age group record in the 400 meters as she won the title during the meet at North Carolina A&T in Greensboro, North Carolina.

Certificate of Achievement

THIS ACKNOWLEDGES THAT

Josalyn Glover

HAS BEEN RECOGNIZED FOR OUTSTANDING ACHIEVEMENT AS 2022
CHAMPION AT THE AAU NATIONAL CHAMPIONSHIP

DR. C. GRAYSON DAY, JR., MAYOR

SEPTEMBER 26, 2022



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/26/22 06:00 PM
Department: City Manager
Category: Presentation
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4006

AGENDA ITEM (ID # 4006)

Presentation - Global Shield Network

Kingsland Police Department will present information about the Global Shield Network.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/26/22 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4003

AGENDA ITEM (ID # 4003)

Approval Of: Resolution #2022-09 Adoption of FY 2022-23 Operating & Capital Budget

Resolution 2022-09
City of Kingsland
FY 2022-23 Proposed Budget

9.1.a

	Department	FY 21-22 Current Budget	FY 22-23 Requested Budget	FY 22-23 Proposed Budget	\$ Increase/ Decrease from Requested Budget to Proposed Budget	Variance from FY 21-22 to Proposed FY 22-23		Summary of Changes From FY 21-22 Budget to FY 22-23 Proposed Budget
						% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$12,877,535	\$15,037,651	\$15,037,651	\$0	16.77%	\$2,160,116	City-wide: Health insurance 12% increase in premiums; health clinic 6.8% increase; liability insurance 4.8% increase. City-wide capital outlay \$11,370,231. Budget (excluding CVB) includes 5% (effective 10/12/22) and up to 3% performance raises on anniversary dates and \$350 Christmas bonuses (prorated for part-time and probationary employees). Same salary increases for CVB except is 7%. New positions requested: 1 Grant & Project Manager, 1 Computer Support Specialist, 1 Evidence Technician, and 1 Firefighter. Proposed budget changed health plan from PPO to POS. Covered employee share of health premium increase up to the \$ amount for 80/60 plan.
	Administration	\$1,196,444	\$1,432,333	\$1,382,801	-\$49,532	15.58%	\$186,357	Contingency of \$637,148; budget is based on reducing the current millage rate of 7.49 mills to a rate of 6.50 mills. State calculated rollback is 6.719. Tax digest reflects a 25% increase in value. New growth is 13.78% and reassessments make up 11.54%. Most revenue back to pre-covid values and are budgeted conservatively based on current trend. Some taxes exceeding pre-covid numbers; such as, sales taxes, real estate transfer tax, and title ad val taxes. It is unknown at this time if these revenues will start to decline based on the future economic conditions. Includes \$1.5m cash carry forward towards funding the police station expansion.
	Information Technology	\$190,686	\$223,747	\$224,359	\$612	17.66%	\$33,673	Increase in salaries, health clinic, health & liability insurance. Kingsland's portion of PSA fund showing an 18% (\$97k) increase based on PSA proposed budget and allocation using the new Census population. Increase in contract labor (\$20k) for the election. New hire request for Grant & Project Manager \$55k (at midyr). Capital outlay is \$35,000. Proposed budget reduced PSA funding.
	Finance	\$311,853	\$327,273	\$325,785	-\$1,488	4.47%	\$13,932	Increase in salaries, health clinic, health & liability insurance. Additional increases in computer software maintenance. Request for staff promotion to Network Administrator +\$5,158 and new hire for a Computer Support Specialist \$31,200. Capital outlay \$43,000. Shared department with water/sewer fund. (60%GF/40%WS)
	Municipal Court	\$704,677	\$756,264	\$757,467	\$1,203	7.49%	\$52,790	Increase in salaries, health clinic, health & liability insurance. Additional increases in building rent for reconfiguring cubicle office spaces and new budget book software. Shared department with water/sewer fund. (60%GF/40%WS)
General Fund	Police	\$4,173,558	\$5,662,399	\$5,702,145	\$39,746	36.63%	\$1,528,587	Increase in salaries, health clinic, health & liability insurance. Increases PPE & safety supplies (\$25k), Drug investigative costs (\$20k), Community partnership program (+\$10k), body-worn cameras (\$15k), and tasers (\$32k). Request for staff promotion to Chief of Police (freeze captain position) (+\$5,926) and new hire request for an Evidence Technician (\$29k). Capital outlay \$346,246. Includes \$1.5m transfers out to capital projects fund for funding police station expansion. Proposed budget added additional 2.5% COLA at midyear.
	Fire	\$2,346,873	\$2,455,430	\$2,478,676	\$23,246	5.62%	\$131,803	Increase in salaries, health clinic, health & liability insurance. Increases in contracted services for management IGA (\$70k) and supplies (\$18k). Request for staff promotion (2) driver engineer (+\$1461), 2 sergeants (+2,922) and new hire request for one firefighter (\$33k). Capital outlay \$372,000 in GF and \$460,000 in SPLOST. Decrease in transfer out to capital projects fund. Proposed budget added additional 2.5% COLA at midyear.
	Public Works	\$2,131,917	\$2,262,326	\$2,238,892	-\$23,434	5.02%	\$106,975	Increase in salaries, health clinic, health & liability insurance. Capital outlay for \$145,000 GF and \$2,470,700 SPLOST. Decrease in transfer out to capital projects fund.
	Housing & Development	\$546,234	\$623,193	\$649,893	\$26,700	18.98%	\$103,659	Increase in salaries, health clinic, health & liability insurance. Additional increase in professional services. Capital outlay for \$64,000. Proposed budget added part-time Business License Administrator.
	Econ. Dev./DDA	\$96,634	\$281,739	\$282,040	\$301	191.86%	\$185,406	Increase in salaries, health clinic, health & liability insurance. Decrease in benefits to account for of benefits allocated from existing staff in admin and CVB to fill vacant position with salary an equivalent to prior budget. Additional increases in purchased/contracted services for KDA training (\$1,500), train depot repairs (\$10k) and contract labor (\$2,400). Decrease in supplies for small equipment and Catfish Festival. Capital outlay \$180,000.

Attachment: Council Summary FY 22-23 (4003 : Approval Of: Resolution #2022-09 Adoption of FY 2022-23

Resolution 2022-09
City of Kingsland
FY 2022-23 Proposed Budget

9.1.a

	Department	FY 21-22 Current Budget	FY 22-23 Requested Budget	FY 22-23 Proposed Budget	\$ Increase/ Decrease from Requested Budget to Proposed Budget	Variance from FY 21-22 to Proposed FY 22-23		Summary of Changes From FY 21-22 Budget to FY 22-23 Proposed Budget
						% Change	\$ Increase/ Decrease	
General Fund	Fleet Services	\$321,643	\$357,315	\$358,445	\$1,130	11.44%	\$36,802	City-wide: Health insurance 12% increase in premiums; health clinic 6.8% increase; liability insurance 4.8% increase. City-wide capital outlay \$11,370,231. Budget (excluding CVB) includes 5% (effective 10/12/22) and up to 3% performance raises on anniversary dates and \$350 Christmas bonuses (prorated for part-time and probationary employees). Same salary increases for CVB except is 7%. New positions requested: 1 Grant & Project Manager, 1 Computer Support Specialist Evidence Technician, and 1 Firefighter. Proposed budget changed health plan from PPO to POS covered employee share of health premium increase up to the \$ amount for 80/60 plan.
	GF Total Expenditures	\$12,020,519	\$14,382,019	\$14,400,503	\$18,484	19.80%	\$2,379,984	Increase in salaries, health clinic, health & liability insurance. Capital outlay for \$93,000. Shared department with water/sewer fund. (75%GF/25%WS)
Water/Sewer Fund	Revenues for Water/Sewer Fund	\$7,982,967	\$11,699,021	\$11,699,021	\$0	46.55%	\$3,716,054	Contingency of \$775,104; based on current rate structure. Overall increases related to growth in water/sewer customers and transfers in from grant fund. Slight decreases in tap capital recovery fees related to decreases in new commercial growth.
	Administration	\$498,329	\$530,703	\$532,044	\$1,341	6.77%	\$33,715	Increase in salaries, health clinic, health & liability insurance. No capital outlay.
	Information Technology	\$125,163	\$148,473	\$148,881	\$408	18.95%	\$23,718	Increase in salaries, health clinic, health & liability insurance. Additional increases in computer software maintenance. Request for staff promotion to Network Administrator +\$5,158 and new hire for a Computer Support Specialist \$31,200. Capital outlay \$43,000. Shared department with water/sewer fund. (60%GF/40%WS)
	Finance	\$207,027	\$217,638	\$218,487	\$849	5.54%	\$11,460	Increase in salaries, health clinic, health & liability insurance. Additional increases in building re for reconfiguring cubicle office spaces and new budget book software. Shared department water/sewer fund. (60%GF/40%WS)
	Fleet Services	\$108,590	\$127,046	\$127,423	\$377	17.34%	\$18,833	Increase in salaries, health clinic, health & liability insurance. Capital outlay for \$93,000. Shared department with water/sewer fund. (75%GF/25%WS)
Water/Sewer	Operations	\$6,712,760	\$9,887,653	\$9,897,082	\$9,429	47.44%	\$3,184,322	Increase in salaries, health clinic, health & liability insurance. Increase for new items: 7% a replacement plan for lead to copper lines (\$120k), software for backflow prevention monitoring (\$12k), explore water plant management services (\$85k). Capital outlays for \$4,881,297.
	Water/Sewer Fund Total Expenses	\$7,651,869	\$10,911,513	\$10,923,917	\$12,404	42.76%	\$3,272,048	
Solid Waste	Solid Waste Revenues	\$1,222,010	\$1,564,220	\$1,564,220	\$0	28.00%	\$342,210	Contingency of \$121,568; based on current rate structure. Increase related new growth solid waste customers and cash carry forward (350,000) for capital outlay purchase.
	Expenses	\$956,167	\$1,440,260	\$1,442,652	\$2,392	50.88%	\$486,485	Increase in salaries, health clinic, health & liability insurance. Increase in landfill fees and solid waste containers. Capital outlays for \$372,860.
Other Funds	Confiscated Assets Fund	\$53,125	\$53,125	\$53,125	\$0	0.00%	\$0	Based on estimated confiscated assets and CISCO funds.
	CDBG-Planning Grant	\$13,690	\$13,690	\$13,690	\$0	0.00%	\$0	Based on grant award to determine feasibility of grant funding for I-95 forced sewer main project
	CDBG-MIT Grant	\$1,909,997	\$1,869,160	\$1,869,160	\$0	-2.14%	-\$40,837	Based on remaining grant award for sewer line and manhole rehabilitation and Greentree Creekwood lift stations.
	CDBG-DR Grant	\$515,338	\$544,500	\$544,500	\$0	5.66%	\$29,162	Based on grant funding for homeowner rehabilitation and reconstruction program to fulfill unmet housing needs resulting from Hurricane Irma.
	TAP Grant	\$459,848	\$416,786	\$416,786	\$0	-9.36%	-\$43,062	Based on remaining grant funds for Phase I of Boone Street Pedestrian and Bicycle Improvement Project.
	Infrastructure Grant	\$3,276,404	\$3,276,404	\$3,276,404	\$0	0.00%	\$0	Based on previous grant funds received for water/sewer infrastructure projects.

Attachment: Council Summary FY 22-23 (4003 : Approval Of: Resolution #2022-09 Adoption of FY 2022-23

Resolution 2022-09
City of Kingsland
FY 2022-23 Proposed Budget

9.1.a

	Department	FY 21-22 Current Budget	FY 22-23 Requested Budget	FY 22-23 Proposed Budget	\$ Increase/ Decrease from Requested Budget to Proposed Budget	Variance from FY 21-22 to Proposed FY 22-23		Summary of Changes From FY 21-22 Budget to FY 22-23 Proposed Budget
						% Change	\$ Increase/ Decrease	
Other Funds	Multiple Grant Fund	\$394,755	\$727,165	\$727,165	\$0	84.21%	\$332,410	City-wide: Health insurance 12% increase in premiums; health clinic 6.8% increase; liability insu 4.8% increase. City-wide capital outlay \$11,370,231. Budget (excluding CVB) includes 5% (effective 10/12/22) and up to 3% performance raises on anniversary dates and \$350 Chris bonuses (prorated for part-time and probationary employees). Same salary increases for CVB except is 7%. New positions requested: 1 Grant & Project Manager, 1 Computer Support Special Evidence Technician, and 1 Firefighter. Proposed budget changed health plan from PPO to PO covered employee share of health premium increase up to the \$ amount for 80/60 plan.
	Georgia Gateway Community Improvement District	\$1,225	\$1,153	\$1,153	\$0	-5.91%	-\$72	Based on various grant awards expected during the fiscal year. Includes police vest grant \$10 LMIG 233,148 plus 30% match; Safety grant \$16,000; and Health & Wellness grant \$9,000; C Incentive Grant \$19,250; and generator grant \$439,767.
	Tax Allocation District #1	\$2,303	\$1,552	\$1,552	\$0	-32.61%	-\$751	Special Revenue Fund used to account for the component unit activities of the comm improvement district. Budgeted funds represent tax revenues generated within the district base 1 mill.
	CVB Fund (Tourism)	\$1,305,931	\$1,332,000	\$1,332,000	\$0	2.00%	\$26,069	Special Revenue Fund used to account for incremental tax generated for Kingsland TAC Budgeted funds represent incremental tax from the certified base.
	Hotel/Motel Tax Fund	\$1,100,000	\$1,200,000	\$1,200,000	\$0	9.09%	\$100,000	Contingency of \$415,304. Revenues of \$528,000 are based on 44% of lodging tax; cash forward \$800,000; & merchandise sales. Revenues restored to pre-COVID values based on cu trend. Includes Board approved 7% C.O.L.A. effective 10/12/2022, 3% performance inc effective on anniversary dates, and \$350 Christmas bonuses.
	Downtown Development Authority Fund	\$50,125	\$48,875	\$48,875	\$0	-2.49%	-\$1,250	Based on estimated lodging tax revenues. Revenues restored to pre-COVID values based on cu trend.
	Kingsland Development Authority	\$37,529	\$0	\$0	\$0	-100.00%	-\$37,529	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. carry forward \$13,145.
	SPLOST Fund #8	\$3,790,459	\$3,233,848	\$3,233,848	\$0	-14.68%	-\$556,611	Special Revenue Fund used to account for the blended component unit for activity related to fina the construction of the City's public buildings and any other such powers enacted into law fo authority.
	Capital Projects Fund	\$508,570	\$2,040,962	\$2,040,962	\$0	301.31%	\$1,532,392	Based on SPLOST VIII revenues. Distribution at a rate of County-wide SPLOST distribution mult by Kingsland's share (28.83%). Projects include: Fire House 4 remodel, sidewalk projects, projects, and drainage projects as outlined in the SPLOST referendum.
	Debt Service Revenue Bond	\$187,000	\$204,000	\$204,000	\$0	9.09%	\$17,000	Includes public safety and public works radio project to coincide with the County VHF communication system expansion and other projects as designated. Also includes \$1.5m to funding the police station expansion as outlined in the 5-year CIP.
								17% of the lodging tax is accounted here for the bond payment of the welcome center.
	Mayor C. Grayson Day, Jr.							
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>26th September 2022</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, 2022 through September 30, 2023</u> . Given under the seal of the City, this _____, 2022.								
	(SEAL)							

Attachment: Council Summary FY 22-23 (4003 : Approval Of: Resolution #2022-09 Adoption of FY 2022-23

Capital Outlay Request

Organization: Year:

Department: Submitted by:

Budget:

Annual Capital Outlay Requests

Dept	Account	Name	Description/Purpose	New or Used	Qty.	Unit Cost/Rate	Total	General 100	Grant Funds	SPLOST VIII 322	Capital Projects 350	Water 505	SW 541
Administration													
100-45	1500-541300	Building Improv.	Roof replacement	Replace	1	\$ 35,000	35,000	\$35,000					
100-45 Total			Administration Department Total				35,000	35,000	0	0	0	0	
Information Technology													
100/505-46	1535-542200	Vehicles	Compact Cargo Van	New/Used	1	\$ 32,000	32,000	\$19,200				\$12,800	
100/505-46	1535-542500	Equipment	HP or Cisco switches/routers	New	1	\$ 11,000	11,000	\$6,600				\$4,400	
100/505-46 Total			IT Department Total				43,000	25,800	0	0	0	17,200	
Court													
100-49	2100-542500	Equipment	AC unit	Replace	1	\$ 7,000	7,000	\$7,000					
100-49 Total			Court Department Total				7,000	7,000	0	0	0	0	
Police													
100-50	3210-542200	Vehicles	Patrol Vehicles-cars/SUVs (availability)	New	4	\$ 33,380	133,520	\$133,520					
100-50	3210-542200	Vehicles	Traffic Unit Vehicles-Eco Boost	New	2	\$ 37,363	74,726	\$74,726					
100-50	3210-542500	Equipment	Installed equipment on police vehicles	New	7	\$ 16,429	115,000	\$115,000					
100-50	3210-542500	Equipment	K-9 (Blood Hound)	Free	1	\$ -	0	\$0					
100-50	3210-542500	Equipment	Building security system with cameras	New	1	\$ 11,000	11,000	\$11,000					
100-50	3210-542500	Equipment	Server	Replace	1	\$ 12,000	12,000	\$12,000					
350-00	3210-542600	Mobile Equipment	Radio Project	Upgrade	1	\$ 300,000	300,000				\$300,000		
100-50 Total			Police Department Total				646,246	346,246	0	0	300,000	0	
Fire													
100-55	3510-542200	Vehicles	Pick-up Truck (4 door)	New/Used	1	\$ 35,000	35,000	\$35,000					
100-55	3510-541300	Buildings	Burn building unit at training grounds	New	1	\$ 300,000	300,000	\$300,000					
100-55	3510-541300	Buildings Improv.	Exterior Signage (all firehouses)	Upgrade	2	\$ 5,000	10,000	\$10,000					
100-55	3510-542300	Furniture/Fixtures	A/C units at Firehouse 5	Replace	2	\$ 7,000	14,000	\$14,000					
100-55	3510-542500	Equipment	Exercise equipment at Firehouse 4	New	1	\$ 13,000	13,000	\$13,000					
322-43	4200-541300	Building Impr	Remodel Firehouse 4	Upgrade	1	\$ 460,000	460,000			\$460,000			
350-00	3510-242600	Mobile Equipment	Radio Project	Upgrade	1	\$ 140,000	140,000				\$140,000		
100-55 Total			Fire Department Total				972,000	372,000	0	460,000	140,000	0	
Public Works													
100-60	4100-541200	Site Impr	Fencing	New	1	\$ 35,000	35,000	\$35,000					
100-60	4100-542100	Site Impr	Hydro Seeder machine	New	1	\$ 10,000	10,000	\$10,000					
100-60	4100-542100	Mach/Equip	Compact Skid Steer Tractor w/attachment	New	1	\$ 100,000	100,000	\$100,000					
322-43	4200-541400	Infrastructure-road	Sidewalk Projects (Boone, Kgld West, etc)	New	1	\$ 370,700	370,700			\$370,700			
322-43	4200-541400	Infrastructure-road	Road Projects	New	1	\$1,500,000	1,500,000			\$1,500,000			
322-43	4200-541205	Infrastructure-road	Drainage Projects	New	1	\$ 100,000	100,000			\$600,000			
350-00	4100-542600	Mobile Equipment	Radio Project	Upgrade	1	\$ 100,962	100,962				\$100,962		
100-60 Total			Public Works Department Total				2,216,662	145,000	0	2,470,700	100,962	0	
Housing & Development													
100-65	7400-542200	Vehicles	Vehicle (small SUV for P&Z)	New/Used	1	\$ 27,000	27,000	\$27,000					
100-65	7200-542200	Vehicles	Vehicle (small SUV for building dept)	New/Used	1	\$ 27,000	27,000	\$27,000					
100-65	7200-542400	Computer Software	Software Upgrade-online permitting	Upgrade	1	\$ 10,000	10,000	\$10,000					
100-65 Total			Housing & Dev. Department Total				64,000	64,000	0	0	0	0	
Economic Development/Downtown Development													
100-68	7500-541200	Site Impr	Gateway monument sign, exit 3	New	1	\$ 145,000	145,000	\$145,000					
100-68	7550-541200	Site Impr	The Lawn (engineering, utilities, facilities)	New	1	\$ 35,000	35,000	\$35,000					
100-68 Total			Economic Dev/DDA Department Total				180,000	180,000	0	0	0	0	
Fleet Services													
100/505-70	4600-541300	Building Improv.	Replace roof over garage	Replace	1	\$ 80,000	80,000	\$60,000				\$20,000	

Attachment: Capital Outlay ALL FUNDS 2022-23 (4003 : Approval Of: Resolution #2022-09 Adoption of FY

Capital Outlay Request

Organization: Year:

Department: Submitted by:

Budget:

Annual Capital Outlay Requests													
Dept	Account	Name	Description/Purpose	New or Used	Qty.	Unit	Total	General 100	Grant Funds	SPLOST VIII 322	Capital Projects 350	Water 505	SW 540
100/505-70	4600-541300	Building Improv.	Fuel Depot upgrades (lights & wiring)	Upgrade	1	\$ 13,000	13,000	\$9,750				\$3,250	
100/505-70 Total			Fleet Department Total				93,000	69,750	0	0	0	23,250	
Water /Sewer Operations													
505-90	4335-541200	Site Impr	May Creek Sewer Improvements	Upgrade	1	\$ 225,000	225,000					\$225,000	
505-90	4335-541400	Infrastructure	Water/Sewer infrastructure-CWP	New	1	\$ 3,276,404	3,276,404					\$3,276,404	
505-90	4410-542100	Mach/Equip	Valve Exercise Machine	New	1	\$ 90,000	90,000					\$90,000	
505-90	4335-542100	Mach/Equip	4" Double Diaphragm pump	New	1	\$ 30,000	30,000					\$30,000	
505-90	4335-542300	Furniture/Fixtures	Generator Project (partial grant funded)	New	14	\$ 38,309	536,323					\$536,323	
505-90	4410-542100	Mach/Equip	Insertive Valves	New	1	\$ 40,000	40,000					\$40,000	
505-90	4410-542600	Mobile Equipment	Radio Project	New	1	\$ 68,570	68,570					\$68,570	
222-00	4335-541400	Infrastructure	CDBG-MIT Sewer line & manhole rehab, Greentree & Creekwood Lift Stations	New	1	\$ 1,869,160	1,869,160		\$1,869,160				
505-90 Total			Water/Sewer Operations Total				6,135,457	0	1,869,160	0	0	4,266,297	
Water Treatment Plant													
505-90	4410-541200	Site Impr	Fence - property line by Hilltop Apts	New	1	\$ 12,000	12,000					\$12,000	
505-90	4410-541400	Infrastructure	Refurbish well #3 at WTP #2	Upgrade	1	\$ 65,000	65,000					\$65,000	
505-90	4410-541300	Building Improv.	update metal doors at WTP #2	Upgrade	2	\$ 4,000	8,000					\$8,000	
505-90	4410-542400	Computer Software	Computer software for backflow prevention	New	1	\$ 12,000	12,000					\$12,000	
505-90 Total			Water Treatment Plant Total				97,000	0	0	0	0	97,000	
Waste Water Treatment Plant													
505-90	4335-541300	Building Improv.	Roof replacement - 2 buildings at WWTP	Upgrade	2	\$ 25,000	50,000					\$50,000	
505-90	4335-541200	Site Impr	Replace fencing at various lift stations	New	1	\$ 5,000	5,000					\$5,000	
505-90	4335-542100	Mach/Equip	Hach control boxes	New	1	\$ 3,000	3,000					\$3,000	
505-90	4335-542300	Furniture/Fixtures	A/C Replacement	New	1	\$ 10,000	10,000					\$10,000	
505-90	4335-542100	Mach/Equip	SBR Rehabilitation (includes decanter)	Rehab	1	\$ 80,000	80,000					\$80,000	
505-90	4335-542100	Mach/Equip	SCADA Equipment upgrades	Upgrade	1	\$ 110,000	110,000					\$110,000	
505-90	4335-542100	Mach/Equip	Drying beds, refurbish in-house	Upgrade	2	\$ 7,500	15,000					\$15,000	
505-90	4335-542100	Mach/Equip	Blowers	Replace	1	\$ 15,000	15,000					\$15,000	
505-90	4335-541400	Infrastructure	Pipe Lining (Infiltration)	Upgrade	1	\$ 20,000	20,000					\$20,000	
505-90	4335-541400	Infrastructure	Lift Station upgrade - (Huntington Drive)	Upgrade	1	\$ 120,000	120,000					\$120,000	
505-90	4335-541400	Infrastructure	Lift Station upgrade -(various)	Upgrade	1	\$ 50,000	50,000					\$50,000	
505-90	4335-541400	Infrastructure	Manholes (various)	Upgrade	1	\$ 40,000	40,000					\$40,000	
505-90 Total			Waste Water Treatment Plant Total				\$518,000	\$0	\$0	\$0	\$0	\$518,000	
Solid Waste Operations													
540-85	4510-542100	Mach/Equip	Side Loader Garbage Truck	New	1	\$ 350,000	350,000						\$350,000
540-85	4510-542600	Mobile Equipment	Radio Project	New	1	\$ 22,860	22,860						\$22,860
540-85 Total			Solid Waste Department Total				372,860	0	0	0	0	0	\$372,860
Grand Total							\$11,380,225	\$1,244,796	\$1,869,160	\$2,930,700	\$540,962	\$4,921,747	\$372,860



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4004)

Meeting: 09/26/22 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4004

9.2

Approval Of: 2022 Tax Millage Rate at 6.500 Mills

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 2022. Required five year history and current digest have been published in accordance with O.C.G.A. Section 48-5-32. Proposed FY 2022-23 Budget is based on 6.500 mills which is below the roll back rate of 6.719 mills.

**City of Kingsland
Public Meeting Notice
Adopting 2022 Millage Rate**

The Kingsland Mayor and Council do hereby announce that the millage rate will be set at a public meeting on SEPTEMBER 26, 2022 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 2022 Tax Digest and 5-Year History of Levy

	City	2017	2018	2019	2020	2021	2022
VALUE	Real & Personal	\$416,642,488	\$459,298,438	\$482,564,353	\$499,484,187	\$580,154,619	\$729,347,603
	Motor Vehicles	10,132,100	7,707,980	6,468,940	5,510,930	4,876,230	4,692,410
	Mobile Home	2,449,334	2,413,626	2,286,514	2,472,330	2,442,620	2,392,206
	Timber 100%	3,431,276	4,899,905	2,192,114	891,258	425,083	864,686
	Gross Digest	432,655,198	474,319,949	493,511,921	508,358,705	587,898,552	737,296,905
	Less M&O Exemptions	12,889,938	17,292,699	20,998,918	22,701,954	27,207,725	34,650,787
	Net M&O Digest Value	419,765,260	457,027,250	472,513,003	485,656,751	560,690,827	702,646,118
	State Forest Land Asst. Grant Value	995,420	1,017,954	702,030	676,294	650,063	650,063
	Adjusted Net M&O Digest Value	420,760,680	458,045,204	473,215,033	486,333,045	561,340,890	703,296,181
RATE	Gross M&O Millage Rate	12.244	11.678	11.554	11.810	11.192	10.020
	Less Rollbacks (L.O.S.T.)	3.744	3.537	3.554	3.810	3.792	3.520
	Net M&O Millage Rate	8.500	8.141	8.000	8.000	7.400	6.500
TAX	Net Taxes Levied	\$3,576,466	\$3,728,946	\$3,785,720	\$3,890,664	\$4,153,923	\$4,571,425
	Net Taxes \$ Increase	\$615,060	\$152,480	\$56,774	\$104,944	\$263,258	\$417,503
	Net Taxes % Increase	20.77%	4.26%	1.52%	2.77%	6.77%	10.05%

Additional Millage Information:

Additional Millage Information:

The Georgica Gateway Community Improvement District millage rate is 1.00 mill.
City rollback consists of Local Option Sales Tax of \$2,595,109.91 (3.52 mills).

All public meetings, including City Council meetings, will proceed as scheduled in person and via the WebEx online platform unless otherwise noted in advance. Those who wish to address City Council or provide input during the public meeting will be able to do so via chat utilizing the WebEx interface. Please log-on at least thirty minutes in advance of the scheduled meeting time so that your comments can be queued. The meeting room opens at 5:00PM. To receive a call back, provide your phone number when you join the WebEx event. If you wish to listen to the meeting, please 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 by email at LPowell@KingslandGeorgia.com or by phone at 912-729-8223. Meeting links 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 - 2022

COUNTY: CAMDEN	TAXING JURISDICTION: KINGSLAND
-----------------------	---------------------------------------

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	549,557,968	95,267,451	51,820,586	696,646,005
PERSONAL	30,596,651		2,104,947	32,701,598
MOTOR VEHICLES	4,876,230		(183,820)	4,692,410
MOBILE HOMES	2,442,620		(50,414)	2,392,206
TIMBER -100%	425,083		439,603	864,686
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	587,898,552	95,267,451	54,130,902	737,296,905
EXEMPTIONS	27,207,725	30,603,189	(23,160,127)	34,650,787
NET DIGEST	560,690,827	64,664,262	77,291,029	702,646,118
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE: 7.400				
2022 MILLAGE RATE: 6.500				

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	560,690,827	
Net Value Added-Reassessment of Existing Real Property	RVA	64,664,262	
Other Net Changes to Taxable Digest	NAG	77,291,029	
2022 Net Digest	CYD	702,646,118	(PYD+RVA+NAG)
2021 Millage Rate	PYM	7.400	PYM
Millage Equivalent of Reassessed Value Added	ME	0.681	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	6.719	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 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	6.719
2022 Millage Rate	6.500
Percentage Tax Increase	-3.26%

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 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 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 2022 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 2022 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 2022

<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 Services 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 Jean Seigler	PHONE NO. 912-729-5613	FAX 912-729-8827	EMAIL jseigler@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					
101,754	Disable Veteran					
101,754	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		10.020	3.520	6.500		6.500
Independent School System						
Special Districts						
Georgia Gateway CID		1.000		1.000		1.000
Kingsland Exit 3-TAD #1		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 2022

Date

Mayor or City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/26/22 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4005

AGENDA ITEM (ID # 4005)

Approval Of: Georgia Gateway CID Millage Rate

Georgia Gateway CID Board met on Tuesday, September 13, 2022. At the scheduled meeting the Board approved the CID millage to be set at 1 mill. This will generate \$1,153 for the CID Fund. *Staff recommends approval.*



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4010)

Meeting: 09/26/22 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4010

9.4

Approval Of: GEMBS Group Health Renewal 2023

The GEMBS Life and Health Program Employer Declaration and Application for employee group health coverage for the 2023 plan year. Includes health and Rx coverage only with a 60-day waiting period for POS 80/60-1500 and POS 90/70-1500 plans. By moving to the POS plan design, we reduce the increased 80/60 cost from 12% to 6.91% for our 2023 renewal. For the 90/70 plan, the cost is reduced to an 8.31% increase.

Staff recommends approval.

DECLARATION EFFECTIVE DATE

01 / 01 / 2023

**GMEBS LIFE & HEALTH PROGRAM
EMPLOYER DECLARATION & APPLICATION
EMPLOYEE HEALTH, DENTAL & VISION BENEFITS
KINGSLAND**

NOTE TO EMPLOYER: THIS FORM DESIGNATES GMEBS HEALTH AND DENTAL BENEFITS THAT YOU REQUEST BE MADE AVAILABLE, THE POSITIONS THAT ARE ELIGIBLE FOR SUCH BENEFITS, AND THE EXTENT THE BENEFITS ARE AVAILABLE TO DEPENDENTS. TO BECOME EFFECTIVE, THIS DECLARATION MUST BE APPROVED BY YOUR GOVERNING AUTHORITY, AND BY THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. UPON SUCH APPROVAL, THIS DECLARATION WILL REPLACE AND SUPERSEDE ANY PRIOR EMPLOYER DECLARATION ON FILE WITH THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. IF YOU WISH TO OFFER HEALTH / DENTAL COVERAGE FOR RETIREES, YOU MUST APPROVE A SEPARATE RETIREE DECLARATION.

ELECTIONS MADE IN THIS DOCUMENT MAY OR MAY NOT RESULT IN PENALTIES IF YOU ARE AN APPLICABLE LARGE EMPLOYER ("ALE") UNDER THE AFFORDABLE CARE ACT ("ACA"). IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR ATTORNEY ABOUT WHETHER YOU ARE AN APPLICABLE LARGE EMPLOYER AND THE CONSEQUENCES OF YOUR ELECTIONS. REGARDLESS OF YOUR SIZE, BY EXECUTING THIS DECLARATION, YOU CERTIFY THAT YOU WILL NOT IMPOSE ELIGIBILITY CONDITIONS THAT ARE NOT SET FORTH IN THIS DOCUMENT, OR IMPOSE A LONGER WAITING PERIOD THAN IS SET FORTH IN THIS DOCUMENT. EFFECTIVE JANUARY 1, 2015, IF YOU ARE AN APPLICABLE LARGE EMPLOYER, YOU MAY INCUR ACA PENALTIES IF: 1) YOU DO NOT IDENTIFY ALL "FULL TIME EMPLOYEES" AS DEFINED BY THE ACA AND OFFER THEM HEALTH COVERAGE; 2) YOU DO NOT OFFER HEALTH COVERAGE TO DEPENDENT CHILDREN; OR 3) YOU DO NOT SUBSIDIZE HEALTH COVERAGE ENOUGH TO MAKE THE COST OF EMPLOYEE-ONLY HEALTH COVERAGE AFFORDABLE (AS DEFINED BY THE ACA).

SECTION 1. ELIGIBLE POSITIONS: TYPE OF BENEFITS REQUESTED

1A. Regular Employees– The Employer requests the following benefits for all Regular Employees (as defined below).

Regular Employees: A Regular Employee who resides in the United States, and is employed in a salaried or hourly rated position that requires 30 Hours of Service per week or more and is expected to last at least 48 weeks. An Hour of Service is an hour for which an employee is paid, or is entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

☒ Health ☐ Dental ☐ Vision

1B. Elected or Appointed Members of the Governing Authority – The Employer requests the following benefits for all active elected or appointed members of the Employer's Governing Authority. This would include the Chief Legal Officer, Associate Legal Officer and Municipal Judges unless identified as being excluded by Employer below.

☐ Health ☐ Dental ☐ Vision

Exclude from Benefits: (EMPLOYER FILL IN BOX WITH "X")

☐ Chief Legal Officer ☐ Associate Legal Officer ☐ Municipal Judges

1C. [For ALE's only - Participating Employers that are ALE's may determine that certain workers who do not meet the definition of a Regular Employee above are "ACA Full-Time Employees." For example, an Employer might determine that a newly hired employee in a nine-month position that requires 30 Hours of Service per week is an ACA Full-Time Employee. For coverage in calendar years 2015 and later, Participating Employers that are ALE's may offer the coverage elected in 1A to anyone it determines to be an ACA Full-Time Employee.]

SECTION 2. EMPLOYEE ELIGIBILITY WAITING PERIOD

9.4.a

Individuals who are hired or take office into an Eligible position after the Employer's effective date of group health/dental coverage are eligible to enroll for such coverage on the first day of the calendar month following or coinciding with the date that they complete the following number of days of continuous, active service in an Eligible position.

☐ 0☐ 30☐ 45☒ 60

Those rehired into an Eligible position are not subject to a waiting period unless rehired after 13 consecutive weeks without an Hour of Service.

[For ALE's only - The waiting period elected above applies for any newly hired workers the Employer identifies as being "ACA Full-Time Employees" pursuant to Section 1.C. If the Employer determines a worker to be an ACA Full-Time Employee based on Hours of Service during an initial measurement period, the waiting period: 1) starts at the end of the initial measurement period, and 2) must be shortened as needed for coverage to be effective no later than 13 months from the date of hire (or the first day of the following month if the worker did not start on the first day of the month.)]

Note: The Employer's waiting period must be the same for all GMEBS Life & Health Program coverages offered by the Employer (i.e., health, dental, life, short term disability, etc.) There will be no exceptions to waiting period unless Employer submits documentation waiving the stated waiting period.

SECTION 3. EMPLOYER HEALTH PLAN ELECTION

If the "Health" box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicate the Health Plan option(s) and deductibles requested and coverage for dependents:

	Plan Name/Deductible	Employee	Employee + Spouse	Employee + Child	Family
x	POS 80/60 1500	x	x	x	x
x	POS 90/70 - 1500	x	x	x	x

SECTION 4. EMPLOYER DENTAL PLAN ELECTION If the "Dental" box for any Employee position in Section 1A or 1B above is checked, the box checked below indicates whether coverage is requested for eligible dependents.

☐ Employee Only ☐ Employee + Dependents (spouse and children)

SECTION 5. EMPLOYER VISION PLAN ELECTION

If the "Vision" box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicates whether coverage is requested for eligible dependents:

No Vision Coverage

SECTION 6. EMPLOYER REPRESENTATIVE – Please list by title or position the person designated by the Employer to represent the Employer in all communications with GMEBS and the Program Administrator concerning the GMEBS Life & Health Program: Mr. Lee H. Spell

The Employer may identify in writing to the Program Administrator an additional agent or authorized representative (such as an insurance broker) as being authorized to receive communications, including enrollment information for billing purposes.

SECTION 7. EMPLOYER ADOPTION - The Employer acknowledges that this Employer Declaration and Application will not become effective unless and until it is approved by the GMEBS Life & Health Program Administrator, and that upon such approval this Employer Declaration and Application will replace and supersede any prior Employer Declaration and Application concerning health and dental coverage for employees that is on file with the GMEBS Life & Health Program Administrator. The Employer further acknowledges that GMEBS' approval of this Employer Declaration and Application is contingent upon the Employer having adopted the GMEBS Life and Health Program Participation Agreement, as amended.

Attachment: 2023 Kingsland Medical Renewal - POS (4010 : Approval Of: GEMBS Group Health Renewal 2023)

- By electing Vision Coverage, Employer is electing to participate in the Master Policy for Anthem Vision Coverage held by GMEBS (the Policyholder.)
- The eligibility and waiting period provisions elected above are incorporated by reference in this Vision Participation Agreement.
- Employer shall fulfill the obligations of the "group" or the "employer" set forth in the Vision Coverage Certificate.
- The Employer affirms that it will not offer any other vision coverage while offering Vision Coverage through GMEBS.
- If the Employer engages in fraudulent conduct or misrepresentations when requesting or offering Vision Coverage, Anthem has the right to rescind, cancel or terminate the Employer's participation in the Anthem Vision Coverage effective on the date of the fraudulent conduct or misrepresentation, regardless of the date of Anthem's discovery of such conduct. The Employer shall be liable to Anthem for any and all payments made or losses or damages sustained by Anthem arising as a result of such conduct.
- In the event the Employer has failed to provide to Anthem's satisfaction, any information requested by Anthem, Anthem may terminate the Employer's participation in Vision Coverage upon thirty (30) days written notice.
- If the Employer fails to timely notify the Life & Health Program Administrator of an employee or dependent's loss of eligibility, and Anthem is unable to recover claim amounts paid to an ineligible individual, the Employer shall be liable to reimburse Anthem for all unrecovered claim amounts paid.
- Employer agrees not to impede any individual enrolled in Employer's Vision Coverage from performing his or her obligations under the Certificate of Coverage, and agrees to assist such individuals in performing their obligations.

Approved by the Mayor and Council/Commission of the City of KINGSLAND, Georgia this _____ day of _____, 20_____.

Attest:

CITY OF _____, GEORGIA

Signature of City Clerk

Signature of Mayor

Print Name of City Clerk
(SEAL)

Print Name of Mayor

The terms of the foregoing Employer Declaration and Application are approved by the GMEBS Life & Health Program Administrator this ____ day of _____, 20_____.
Subject to the applicable terms of the GMEBS Life and Health Program Participation Agreement and the Plan(s), the effective date of the coverages (or any change in coverage) as reflected in this Employer Declaration and Application will be the date shown under "Declaration Effective Date" on the first page of this form.

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR

By: _____

Attachment: 2023 Kingsland Medical Renewal - POS (4010 : Approval Of: GEMBS Group Health Renewal 2023)

Summary

City of Kingsland is selecting the POS 90/70 1500 plan utilizing the Anthem POS network and Aetna pharmacy benefits as well as the POS 80/60 1500 plan utilizing the Anthem POS network and Aetna pharmacy benefits.

Medical rates are effective January 1, 2023 through December 31, 2023.

Renewal rates for 2024 will be issued in late August 2024.

Plans to be added (Effective January 1, 2023)

	Employee Only	Employee & Spouse	Employee & Children	Employee & Family
POS 80/60 1500	\$832	\$1,664	\$1,584	\$2,498
POS 90/70 1500	\$887	\$1,774	\$1,689	\$2,664



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4009)

Meeting: 09/26/22 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4009

9.5

Approval Of: Consulting Service Agreement for the Community Rating System

Atlas Technical Consultants, LLC shall provide adequate personnel and management services to complete the ISO/ FEMA Community Assessment Visit (CAV) of the Community Rating System (CRS) and support such effort for a period of one year from the effective date of this agreement. The personnel proposed would include an ASFPM Certified Floodplain Manager (CFM) and a GIS specialist. Services to be provided include all required documentation, GIS mapping, ordinance compliance and coordination, outreach coordination, and drainage coordination as outlined in areas 200, 300, 400, 500 and 600 of the FEMA CRS Coordinators Manual. The cost is on a hourly basis with a not-to-exceed cost of \$71,900.00. Funding is available in the current FY budget.

Staff recommends approval.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022 between the **CITY OF KINGSLAND, GEORGIA** with its principal place of business located at **107 S. Lee Street, Kingsland, GA 31548** (hereinafter referred to as "Client"), and **ATLAS TECHNICAL CONSULTANTS LLC**, with its principal place of business located at 2450 Commerce Avenue, Duluth, Georgia 30096 (hereinafter referred to as "ATLAS").

WITNESSETH:

WHEREAS, Client requires certain services and ATLAS possesses knowledge, experience and technical resources to provide such services.

WHEREAS, Client desires to contract with ATLAS and ATLAS desires to accept and perform such services;

NOW THEREFORE, Client and ATLAS, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

1. **Services**. ATLAS hereby agrees to provide certain Services as defined and set forth in Exhibit "A" Scope of Services, which is attached hereto and incorporated herein by reference.
2. **Compensation**. In consideration of the Services to be rendered by ATLAS under this Agreement, Client agrees to pay ATLAS in accordance with the labor categories and fees listed in Exhibit "B" – *Fee Schedule*, which is attached hereto and incorporated herein by reference.
3. **Payment for Services**. Client agrees to pay invoices within thirty (30) days of receipt. Interest at the rate of one and one-half percent (1.5%) per month shall be payable on any amounts which are due but unpaid after thirty (30) days after receipt of such invoice. ATLAS reserves the right to suspend the performance of Services, or to immediately terminate this Agreement in the event any invoice remains unpaid for sixty (60) days. In the event it is necessary for ATLAS to utilize the services of an attorney for the collection of unpaid amounts, Client agrees to pay ATLAS's reasonable attorney's fees directly attributable to such collection efforts.
4. **Limitation of Liability**. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate of ATLAS and ATLAS's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ATLAS or ATLAS's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total actual compensation received by ATLAS pursuant to this Agreement, or the total amount of \$10,000.00, whichever is greater.
5. **Standard of Care**. Services provided by ATLAS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
6. **Delays**. ATLAS agrees to make good faith efforts to comply with reasonable schedule requirements requested by Client. Notwithstanding the foregoing, ATLAS shall not be responsible for delays

caused by factors beyond ATLAS's control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of ATLAS's services or instrumentalities of service, or delays caused by faulty performance by Client or by contractors of any level.

7. **Indemnification.** ATLAS agrees to indemnify and hold Client harmless from and against suits, claims, liabilities, costs and expenses to the extent resulting from the negligent acts, errors or omissions of ATLAS, its officers, agents and employees.
8. **Independent Contractor Status.** It is understood and agreed between the parties hereto that ATLAS (including any agents, employees, subcontractors, successors and assigns of ATLAS), in the performance of services under this Agreement, shall act as an independent contractor and not as an officer, agent, or employee of Client. ATLAS acknowledges responsibility for all federal, state, and local requirements for employers which apply to ATLAS.
9. **Records.** ATLAS shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers relative thereto, available to Client and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of Services under this Agreement and all other pending matters are closed.
10. **Jurisdiction and Venue.** Client and ATLAS stipulate that the laws of the State of Georgia shall govern any dispute between the parties, and that jurisdiction and venue shall be determined exclusively on the basis of the location of the local office of ATLAS out of which this Agreement arises.
11. **Employment.** Client warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither Client nor any of its affiliates, successors or assigns will employ or enter into a contractual relationship with any person who is a regular or contract employee of ATLAS.
12. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Client and ATLAS and their respective successors and assigns. ATLAS shall have the right to assign this Agreement without Client's prior written consent in the event ATLAS shall hereafter effect a corporate reorganization, consolidate with, or merge into, any entity that controls, is controlled by, or is in common control with ATLAS.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between Client and ATLAS with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between Client and ATLAS respecting the subject matter hereof. All individuals executing this Agreement on behalf of Client hereby expressly warrant that they are specifically authorized to execute same on behalf of Client.
14. **Amendment of Agreement.** This Agreement may be altered or amended only by written instrument signed by Client and ATLAS.

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

CLIENT: CITY OF KINGSLAND, GEORGIA

ATLAS TECHNICAL CONSULTANTS LLC

Name: Lee H. Spell

Name: _____

Signature: _____

Signature: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Phone: 912-729-5613

EXHIBIT "A"**Scope of Services**

Atlas Technical Consultants shall provide adequate personnel and management services to complete the ISO/ FEMA Community Assessment Visit (CAV) of the Community Rating System (CRS) and support such effort for a period of one year from the effective date of this agreement. The personnel proposed would include an ASFPM Certified Floodplain Manager (CFM) and a GIS specialist. Services to be provided would include all required documentation, GIS mapping, ordinance compliance and coordination, outreach coordination, and drainage coordination as outlined in areas 200, 300, 400, 500 and 600 of the FEMA CRS Coordinators Manual.

EXHIBIT "B"
FEE SCHEDULE

Costs are based on hourly rates and a not-to-exceed estimate of total hours as indicated in the table below.

Title	Hourly Rate	Estimated Hours	Total
Project Manager/CFM	\$100.00	624	\$62,400.00
GIS Specialist	\$95.00	100	\$9,500.00
Cost Not To Exceed			\$71,900.00



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4007)

Meeting: 09/26/22 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4007

9.6

Approval Of: Peachtree Recovery Service Agreement

Renewal of the Peachtree Recovery Services (PRS) Service Agreement wherein PRS will identify potential damaged property claims through various means and invoice and collect from the third party or the third party's insurance carriers. Since 2019, PRS has recovered \$30,632.08 in claims. This Agreement reflects a 2.5% rate increase from 16.5% to 19%.

Staff recommends approval.

Property Damage Recovery Service Agreement

AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [22-1012]

This Agreement for Property Damage (Third Party Responsible) Recovery Services (“Agreement”) is made and entered into by and between Peachtree Recovery Services, Inc., (“Product or Service Provider” or “PRS”) and the City of Kingsland (“CLIENT”) and is effective on the date signed by both of them (the “Effective Date”).

RECITALS

WHEREAS, CLIENT is a municipal government or consolidated municipal/county government of the State of Georgia; and

WHEREAS, CLIENT is eligible to purchase the Services described below (“Services”) in accordance with the terms of this Agreement, which have been negotiated by Georgia Municipal Association, Inc. for use by such municipal governments; and

WHEREAS, CLIENT and PRS acknowledge that this Agreement is solely between CLIENT and PRS; and

WHEREAS, PRS warrants that it provides the Services in compliance with all applicable laws and standards applicable to PRS’s industry; and

WHEREAS, PRS warrants that it has and will keep in effect at its sole expense all licenses, permits, qualifications, and approvals which are legally required to provide the Services; and

WHEREAS, **Exhibits A.1, A.2, A.3, and A.4** are incorporated in this Agreement as if fully restated;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and PRS (each individually a “Party” and collectively the “Parties”) agree to the Recitals above and as follows.

1. Services and Compensation

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

- a. PRS shall retain nineteen per cent (19%) of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty-one percent (81%) for each claim to CLIENT.
- b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.

- c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in “Notices” below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact’s information.
- d. PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

2. Performance Standards for Services and Compliance with Laws

PRS shall use its best efforts and work diligently to perform the services. PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to CLIENT pursuant to this Agreement. In the event it appears to CLIENT that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, Client shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint.

3. Confidential Information and Open Records Act Compliance

Confidential Information. PRS will obtain electronic access to non-public information relating to CLIENT and CLIENT’s property by providing a copy of this Agreement to the entity that manages electronic databases containing such information. PRS agrees that it will only use the non-public information in these databases in order to perform the Services. PRS reviews the information on the electronic databases and does not download or copy information from the databases into its own information systems or paper files.

PRS affirms that it does not need to create or maintain custody of personally identifiable information that must be safeguarded under applicable law in order to perform the Services. Personally identifiable information includes the following: dates of birth, phone numbers, emails and account numbers of individuals, social security numbers, medical information, or information commonly used in identity theft. To the extent PRS reviews such information in the electronic databases, PRS shall not make any record of such information and shall maintain the confidentiality of such information.

Notwithstanding the above, PRS will maintain contact information, checks, and other banking information from responsible third parties and their insurance carriers. PRS shall safeguard such information as it safeguards its own financial account information and shall keep the information confidential.

PRS will not accept credit card payments from responsible third parties and will not maintain any payment card information as a result of this Agreement.

Open Records Act Compliance. If disclosure of information covered by this Agreement is required pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient may make the required disclosure provided that the recipient must, if permitted by law, advise the other party promptly of the request for disclosure and cooperate with the other party in responding to it. The parties shall clearly identify any document or types of documents submitted to each other that include trade secrets and submit an affidavit with respect to such documents in accordance with O.C.G.A. § Section 50-18-72(a)(34). The parties will follow the provisions of the O.C.G.A. § 50-18-72(a)(34) with respect to any requests under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et. seq.) for such documents.

4. Term

This Agreement shall be effective on the Effective Date and shall continue for three years unless terminated by either Party in accordance with the Termination provisions of this Agreement. This Agreement shall be renewed automatically under the updated terms and conditions negotiated between the Georgia Municipal Association and PRS and provided by PRS to Client at least ninety (90) days prior to the end of the three-year term, unless otherwise terminated in accordance with the Termination

provisions or unless either Party notifies the other in writing at least sixty (60) days prior to the end of the term of a desire not to renew.

5. Indemnification

To the extent permitted by Georgia law, CLIENT shall indemnify, defend, and hold harmless PRS and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from CLIENT's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

PRS shall indemnify, defend, and hold harmless CLIENT and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from PRS's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

6. Insurance

PRS shall maintain, throughout the term of this Agreement, at its own expense comprehensive general liability insurance that includes contractual liability, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and professional liability (errors & omissions) insurance with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Said insurance policies shall cover all activities performed by PRS, its agents, officers, and employees under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT.

During the term of this Agreement, PRS shall fully comply with worker compensation laws. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies insuring against any liability PRS may have for worker's compensation if such a policy is required by law.

7. Federal Work Authorization Affidavit

PRS performs services for CLIENT as a result of this Agreement and compensation for services may exceed the minimum set forth in O.C.G.A. Section 13-10-91, as amended from time to time. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, PRS will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). PRS shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.3** to this Agreement, or a similar affidavit that meets the requirements of the law.

If PRS subcontracts any services described in this Agreement, PRS shall require the subcontractor to attest to its compliance with O.C.G.A. Section 13-10-91, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.4** or a similar subcontractor affidavit that meets the requirements of the law. PRS shall maintain any completed affidavit and make a copy of it available to CLIENT upon request. PRS shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

8. Notices

All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt

or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

CLIENT:

Lee Spell
City Manager
lspell@kingslandgeorgia.com
(912) 729-5613

PRS:

Peachtree Recovery Services, Inc.
 Todd Rhoad
 Vice President
 7778 McGinnis Ferry Road #306
 Suwanee, GA 30024
 (678) 230-7594
 todd.rhoad@peachtreers.com

9. Termination

a. Termination by CLIENT.

Termination for Cause. CLIENT shall have the right to terminate this Agreement: if PRS commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach and CLIENT's intention to terminate the Agreement unless cured.

Termination for Convenience. CLIENT may terminate this Agreement for convenience with thirty (30) days written notice to PRS.

b. Termination by PRS.

PRS may terminate this Agreement for any reason with one hundred twenty (120) days prior written notice to CLIENT.

c. Effect of Termination.

Upon receipt of notification that this Agreement will be terminated, PRS shall notify the primary contact at any governmental entity that manages access to non-public databases of the date of the termination. Then PRS shall take all other necessary steps to terminate the access to such databases that was granted to PRS solely as a result of this Agreement.

Upon receipt of notification that this Agreement will be terminated, PRS will notify all contacts for open claims of the date the Agreement will terminate and provide instructions for the contact to communicate directly with CLIENT about the open claims after that date.

If PRS receives a payment for a claim after the termination date, PRS shall forward the entire payment to CLIENT without deducting any amount from the payment.

No later than one hundred twenty (120) days after the termination date, PRS shall provide CLIENT an electronic copy of all documents PRS developed or maintained on behalf of CLIENT in order to provide the Services.

10. Survival

The terms of the following Sections shall survive any termination of this Agreement:

Ownership and Use of Work Product

Confidential Information

Indemnification

Notices

Effect of Termination

Miscellaneous (Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries, Records Maintenance, Retention and Audit)

11. Miscellaneous

- a. Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- b. Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in the county in which CLIENT is located and the parties hereby consent to the jurisdiction of such court.
- c. Dispute Resolution.
 - i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.
 - ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.
- d. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- e. Excused Performance. Neither CLIENT nor PRS shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which PRS is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in

part by CLIENT, provided however, that CLIENT notifies PRS in writing within ten (10) business days of discovering such delays.

- f. Records Maintenance, Retention and Audits. PRS shall maintain all records pertaining to this Agreement until the earlier of the date PRS delivers an electronic copy of such records to CLIENT or five years after termination of this Agreement. PRS's accounting procedures and practices shall conform to generally accepted accounting principles. Upon the request of CLIENT after reasonable notice to PRS, PRS shall make available to CLIENT such records as may be necessary to enable CLIENT to conduct an audit to assure that the appropriate fees have been charged to CLIENT.

Authorized representatives of CLIENT may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. If CLIENT desires to conduct an audit of all or a portion of claims filed on behalf of CLIENT and the amounts paid to CLIENT, it may do so after providing thirty (30) days written notice to PRS. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of CLIENT for inspection and review at all reasonable times in the general offices of CLIENT or the office of PRS as determined by CLIENT. PRS shall correct, at its expense, any errors in its work. If any errors result in additional amounts due to CLIENT, PRS shall forward such additional amounts to CLIENT promptly.

- g. Subcontracting Performance of Services. PRS may subcontract with engineers, experts and others to provide assistance to PRS in the valuation of claims without first obtaining CLIENT's written consent. PRS may subcontract the performance of other portions of the Services only with CLIENT'S prior written consent.
- h. Assignment of Agreement. PRS may not assign this Agreement.
- i. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.
- j. No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- k. Changes in PRS Organization. PRS shall notify CLIENT in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact CLIENT, including payments to PRS, and PRS shall identify how these impacts to CLIENT will be mitigated.
- l. Drug-Free Workplace. PRS certifies that a drug-free workplace will be provided for PRS's employees during the performance of this Agreement.
- m. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute one Agreement.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

City of Kingsland, Georgia (CLIENT) **Peachtree Recovery Services, Inc. (PRS)**

By: _____

By: _____

Name: Lee Spell

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

I, _____, a Notary Public of _____ County of the State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of this Agreement on behalf of said Contractor.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2022.

My commission expires: _____ (SEAL)

EXHIBIT A.1

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged CLIENT property claims through online review of police reports and referrals, determine through various means the third party responsible for the damage, and invoice and collect from the third party or the third party's insurance carriers on CLIENT property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the third party responsible for the damage, identification of the third party's insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.
2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.
3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. The City of Kingsland ("CLIENT") is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs. PRS shall never engage an attorney or file a legal action on behalf of CLIENT.
4. Non-litigation. Except when CLIENT's insurance carrier is or will be involved with a loss, PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release third parties from claims for property damage owed to CLIENT, so long as the amount of recovery to be paid in settlement will be 75% or more of the base damages (the amount billed minus any charged Administrative Fees and Expenses), and to execute such documents that are necessary to its exercise of this authority. If the amount of recovery to be paid in settlement will be less than 75% of the base damages amount, PRS shall obtain written approval from CLIENT to perform any such tasks. If CLIENT's insurance policy requires the claim to be subrogated to the

insurance carrier or requires the amount received to be returned to the insurance carrier, PRS shall obtain written approval from CLIENT to perform any such tasks.

5. PRS will monitor all statutes of limitations and make proper notice on all claims, including maintaining a status report on all pending claims that specifies the expiration date of the corresponding statute of limitation for each claim. PRS is not liable for any statute of limitation or notification issues.
6. Recovery of claims less than three thousand dollars (\$3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as "further efforts not warranted," provided that PRS shall promptly notify CLIENT of any decision to close such claim, and, thereafter, CLIENT shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then the claim will remain open for an additional ninety (90) days.

B. Monitoring and Assessment of Damages

PRS shall monitor electronic databases containing non-public CLIENT information for damage to CLIENT's roads and facilities. PRS generally shall use its own data to estimate costs for all property damage. However, if PRS does not have appropriate data to make an assessment, CLIENT will assist PRS as needed to determine the costs of damage. PRS maintains relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. CLIENT vehicles and off road equipment except totaled vehicles and equipment

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible third parties
3. Identify available insurance coverage maintained by the responsible third party/ies
4. Identify the specific damage to property and potential return
5. File any insurance claims with the third party's insurance carrier and pursue the maximum recovery available for the CLIENT
6. Support queries and inquiries about submitted claims
7. Interact with CLIENT offices of [enter departments, such as Safety and Legal Services] as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as their insurance companies) regarding:
 - a. Payment process for non-insured motorists
 - b. Legal actions against responsible parties
 - c. Court Appearances

D. Documentation

PRS shall prepare the following:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

1. PRS shall provide electronic Monthly Reporting in a form similar to the report attached as Exhibit A.2 to the Agreement, which shall include on a per-claim basis, the total amount requested on behalf of CLIENT, the portion of that amount that was a Charged Administrative Fee, the portion of that amount that was an Expense, a description of the Expense, the amount recovered, the date of receipt, the amount compromised in settlement, the amount retained by PRS as a Paid Administrative Fee or Reimbursed Expense, and the amount forwarded to CLIENT.

F. Administration Fee

PRS may add to the damage claim filed a reasonable fee of no more than five hundred dollars (\$500.00) for any claim for which the third party's insurance carrier has additional requirements during negotiations ("Charged Administrative Fee.") A Paid Administrative Fee means an Administrative Fee or a portion of an Administrative Fee that was fully paid by the third party's insurance carrier as part of the damages "on top" of the base damage claim, and therefore may be deducted from the amount recovered and may be retained by PRS. For example, if PRS submits a damage recovery claim in the amount of \$4,500.00, which includes a base recovery claim of \$4,000.00 plus a Charged Administrative Fee of \$500.00, and the responsible third party pays the entire \$4,500.00, then the \$500.00 is a Paid Administrative

Fee. PRS will deduct the \$500.00 from the amount recovered and use \$4,000 as the recovery amount when calculating the percentage due to CLIENT. In contrast, if the responsible third party pays only \$4,000.00, there is no Paid Administrative Fee and PRS will use the entire amount recovered (\$4,000.00) when calculating the percentage of the recovery amount due to CLIENT.

G. Expenses and CLIENT Litigation Costs

- a. PRS Charged Expenses. PRS may incur reasonable expenses in performing the Services, such as expenses for structural engineering or technical certified expert reports, and may add the amount of those expenses to the damage claim filed. Such expenses are “PRS Charged Expenses.”
- b. PRS Reimbursed Expenses are the entire PRS Charged Expense or a portion of the PRS Charged Expense that was paid by the third party as part of the damages “on top” of the base damage claim. PRS will deduct Reimbursed Expenses from the amount recovered and retain them, and will not include the amount of Reimbursed Expenses when calculating the percent of the recovery amount to forward to CLIENT. For example, if PRS incurs an Expense of \$50.00 when preparing a \$4,000.00 claim, PRS will request \$4,050.00 from the responsible third party, with \$50.00 being the PRS Charged Expense. If the responsible third party pays \$4,050.00, the \$50.00 is a Reimbursed Expense. PRS will keep the \$50.00 and use \$4,000.00 when calculating the percentage of recovery amount due to CLIENT. In contrast, if the third party pays only \$4,000.00, PRS will not receive reimbursement for the expense and will calculate the amount due CLIENT on the entire amount received.
- c. CLIENT Litigation Costs. CLIENT is responsible for all costs of litigation, including costs related to preparation of documents, depositions and court reported or recorded statements, expert witness fees, and attorneys’ fees. CLIENT will include such costs in the litigated claim for damages. When the litigated claim is settled outside of court or resolved in court, the recovery amount first will be reduced by the amount of CLIENT’s Litigation Costs before the remainder of the recovery amount is allocated between the Parties. If PRS receives the payment, PRS will forward to CLIENT the entire amount of CLIENT’s Litigation Costs and CLIENT’s portion of the remaining recovery amount to which CLIENT is entitled. If CLIENT receives the recovery amount directly, CLIENT will retain the entire amount of CLIENT’s Litigation Costs and will forward to PRS the portion of the remaining recovery amount to which PRS is entitled.

Duties of CLIENT

A. Required Claims Referral When Damage is not Covered Under CLIENT's Insurance Policy

1. To prevent duplication of efforts, CLIENT shall refer all Property Damage (Third Party Responsible) claims in excess of one hundred dollars (\$100) that are not covered under the CLIENT's insurance policies to PRS or notify PRS in writing of its decision to pursue a claim on its own. CLIENT will refer such claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for such claims under one hundred dollars (\$100).
2. Claims referred to PRS by CLIENT under this subsection generally cannot be recalled by CLIENT prior to the expiration of 12 months. However, if CLIENT desires to cancel the claim, CLIENT may notify PRS that the claim is cancelled and PRS shall no longer pursue it.

B. Permitted Claims Referral When Damage is Covered Under CLIENT's Insurance Policy

1. CLIENT is solely responsible for filing claims with its own insurance carrier as it desires. Such claims include claims related to property damage caused by a third party that are covered by the insurance policy.
2. CLIENT may, but is not required, to refer Property Damage (Third Party Responsible) claims that are covered under the CLIENT's insurance policies to PRS as an alternative to filing such claims with the CLIENT's insurance policy, or in addition to filing such claims with the CLIENT's insurance policy.
3. Once CLIENT has referred a claim to PRS, the CLIENT generally may not recall the claim prior to the expiration of 12 months. However, if CLIENT has submitted a claim for damages to its insurance carrier and the carrier has not denied coverage for the claim, the CLIENT may recall the claim at any time in order to comply with the requirements of its insurance policy. PRS will have no rights to recoveries or fees for a claim paid by CLIENT's insurance carrier or for which CLIENT's insurance carrier has rights of subrogation.
4. If CLIENT's insurance carrier has paid CLIENT for a loss that includes PD3 losses for which PRS has obtained a recovery, CLIENT is solely responsible for notifying its insurance carrier of the recovery and complying with the reimbursement provisions of the insurance policy.

C. Cooperation

CLIENT shall appoint a primary contact who will receive monthly reports, provide guidance to PRS about property valuations when necessary, approve or arrange for the approval of settlements as necessary, and otherwise provide reasonable assistance to PRS in the performance of this Agreement.

EXHIBIT A.2

Sample Monthly Report

Attachment: PRS Services Agreement_Kingsland_14SEP22 (4007 : Approval Of: Peachtree Recovery Service Agreement)

Date of Accident	Police Report #	PRS File #	Damaged Property	Claim Status	Total Requested	Date Requested	Charged Admin Fee	PRS Charged Expense	Expense Description	Client Litig. Costs	Total Recovered	% Recovered	Date of Receipt	Net Amount Recovered (after deduction of Paid Administrative Fees, Reimbursed Expenses, Client Litig. Costs)	Amount Due to Client	Number of Days to Recover

Exhibit A.3**SERVICE PROVIDER E-VERIFY COMPLIANCE AFFIDAVIT**

By executing this affidavit, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the City of Kingsland, Georgia, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by O.C.C.A. §13-10-91(b). The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Service Provider:

Project:

Peachtree Recovery Services, Inc.

**Property Damage (Third Party Responsible)
Recovery Services**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, in _____ (city), _____ (state).

BY: Service Provider Authorized Officer or Agent Date

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public
My Commission Expires:

Exhibit A.4

SERVICE PROVIDER SUBCONTRACTOR
E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the **Peachtree Recovery Services, Inc.**, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, in _____(city), _____
(state).

BY: Subcontractor Authorized Officer or Agent

Date

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4011)

Meeting: 09/26/22 06:00 PM
Department: City Clerk
Category: Deed
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4011

9.7

Acceptance Of: Waters Edge Phase 4 and 5 Right of Way

Waters Edge Haddock Road, LLC and Bill Gross have submitted a Quit Claim Deed requesting the city to accept a 60' right of way (ROW) with all infrastructure of Waters Edge Phase 4 and 5. The final plat was approved June 8, 2020 and the one year warranty period ended July 21, 2021. An inspection of the infrastructure was completed by the Planning Department and Public Works July 7, 2022 with no issues found and all infrastructure was in good working order.



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

Planning and Community Development

Staff Report

City Council Meeting Date: September 26, 2022

Agenda Item: Water's Edge Phase 4 & 5 – ROW Acceptance

Background:

Water's Edge Haddock Rd., LLC and Bill Gross have submitted a Quit- Claim Deed requesting the City of Kingsland to accept a 60' ROW with all infrastructure of Water's Edge Phase 4 & 5. The final plat was approved by City Council in June 8, 2020 and the one-year warranty period ended in July 21, 2021. An inspection of the infrastructure was completed by the Planning Dept. and Public Works in July 7, 2022 and no issues were found, all infrastructure was in good working order. The submitted Quit Claim Deed is attached to this report.

Zoning: PD-R1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

Scott L. Kimball

Planning Director

Attachment: Waters Edge 4 5 ROW Acceptance (4011 : Acceptance Of: Waters Edge Phase 4 and 5 Right of Way)

Prepared by/ Return to:
 Blair C. Strain, P.C.
 P.O. Box 5070
 St. Marys, GA 31558
 Drawn Deed Only

QUIT CLAIM DEED OF ROAD RIGHT OF WAY

STATE OF GEORGIA
 COUNTY OF CAMDEN

THIS INDENTURE, made the 12 day of September, 2022
 2022 between

WATERS EDGE HADDOCK ROAD, LLC,
A Georgia Limited Liability Company and WATERS EDGE
KINGSLAND HOLDINGS, LLC

of the first part, hereinafter called "grantor", and

THE CITY OF KINGSLAND, a MUNICIPAL CORPORATION

as party or parties of the second part, hereinafter called Grantee (words "Grantors" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee all his interest in all that certain land, situate in **Camden County**, State of Georgia, as follows:

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

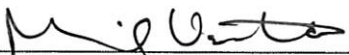
All of the roadways being 60 foot right of ways shown as Waters Edge Drive, Cedar Breeze Drive, Paradise Court, Holston Circle, and Hayworth Court, according to that plat of survey prepared by Jeffrey S. Foster, Georgia Registered Land Surveyor number 3143, dated January 20, 2022 and recorded in Plat Book 2022 Page 32-32 of the Camden County Public Land Records.

TO HAVE AND HOLD the said described premises to the Grantee, so that neither Grantors nor any persons claiming under Grantors shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

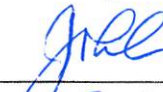
Attachment: Waters Edge 4 5 ROW Acceptance (4011 : Acceptance Of: Waters Edge Phase 4 and 5 Right of Way)

IN WITNESS WHEREOF, Grantors have signed and sealed this deed, the day and year first above written.

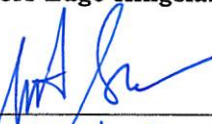
Signed, sealed and delivered in the presence of

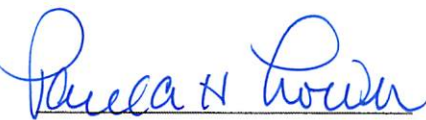

Witness

Waters Edge Haddock Road, LLC

 {L.S.}
By: JOHN W. NICHOLAS
Its: MGR

Waters Edge Kingsland Holdings, LLC

 {L.S.}
By: W/H. Cross
Its: mgr.



Notary Public
My Commission Expires:



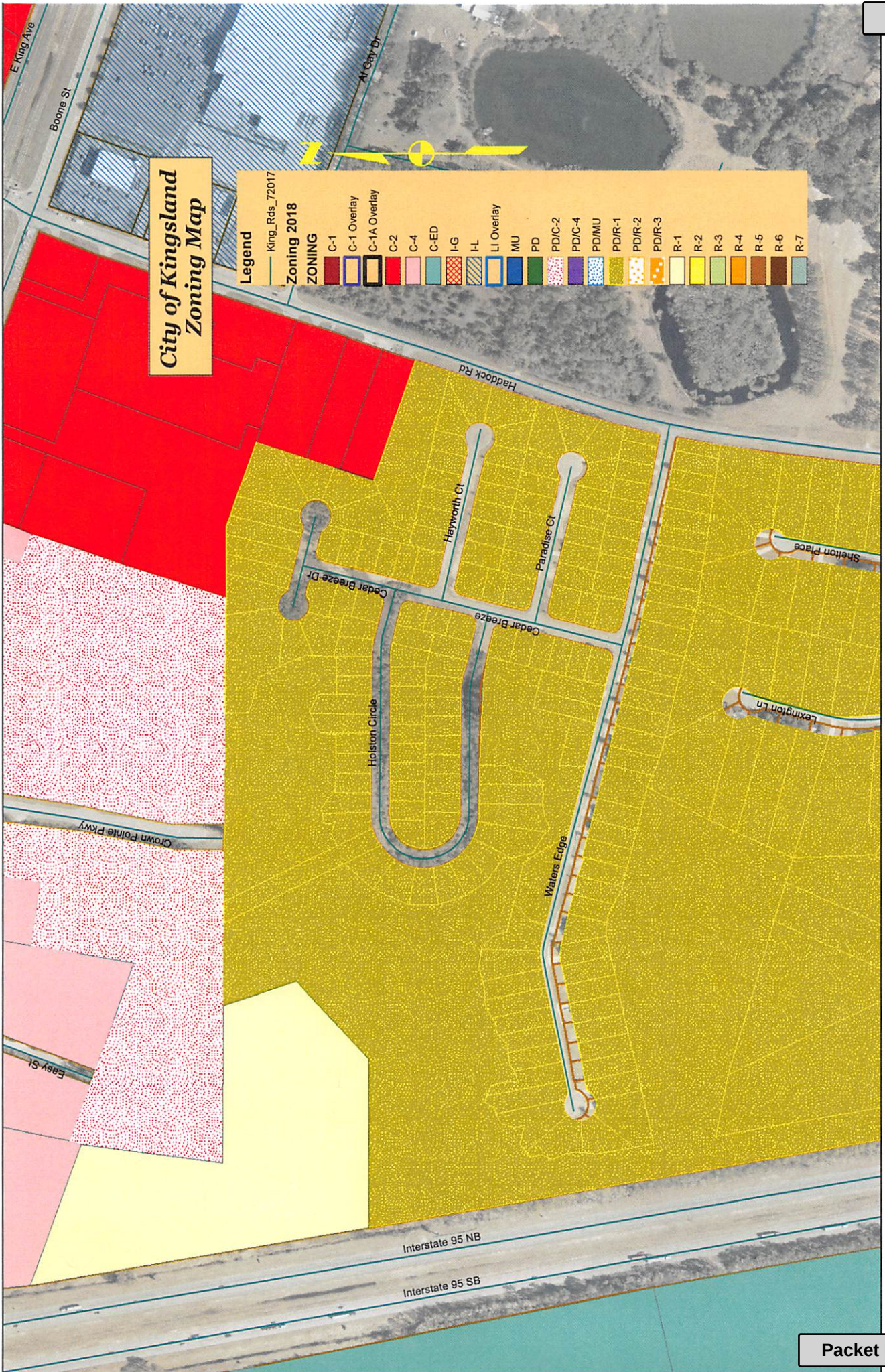
QUIT CLAIM DEED
PAGE 2 OF 2

Attachment: Waters Edge 4 5 ROW Acceptance (4011 : Acceptance Of: Waters Edge Phase 4 and 5 Right of Way)





Packet Pg. 55





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/26/22 06:00 PM

Department: City Clerk

Category: Proclamation

Prepared By: Jean Seigler

Initiator: Jean Seigler

Sponsors:

AGENDA ITEM (ID # 4008)

DOC ID: 4008

Proclamation - Domestic Violence Awareness Month



City of Kingsland, Georgia

PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH

OCTOBER 2022

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 nearly 20 people per minute are physically abused by an intimate partner in the United States each year equating to more than 10 million women and men; and

WHEREAS, 1 in 3 women and 1 in 4 men experience some form of physical violence by an intimate partner with one in 4 women and 1 in 7 men experiencing 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 114,640 calls were placed to Georgia agencies, including Camden House which received over 2,800 calls

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 26th day of September, 2022.

Dr. C. Grayson Day, Jr., Mayor

Jean O Seigler, City Clerk

Attest

Attachment: Domestic Violence Month October 2022 (4008 : Proclamation - Domestic Violence Awareness Month)