CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● MAY 8, 2023

Regular Meeting	**City Council Chamber**	**6:00 PM**

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing: Ordinance 2023-05 - Amendment to Kingsland Code of Ordinances Chapter 3, Article I, Sec. 3-3 -

This amendment will allow for the retail sale of alcoholic beverages for consumption on premises at indoor sport and recreation facilities; except that no alcoholic beverages shall be consumed in the area where the game or sport is played, but only in a seating area set aside for spectators located separately and apart from the sport or game activity.

2. Public Hearing: Ordinance 2023-06 - Amendment to Kingsland Code of Ordinances Chapter 11 to add Article VIII - Hookah/Vapor Bar or Lounge, Sec. 11-324 through 11-333. -

This amendment shall establish a new ordinance for the operation and usage of a Hookah/Vapor Bar or Lounge within the City of Kingsland.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

Charles Grayson Day Jr.	Mayor
James W Galloway	Councilman
Farran Fullilove	Councilman
Kristy Chance	Councilwoman
Alex Blount	Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

V. 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

VI. RECOGNITION

1. Award Presentation for Team Up to Clean Up Event -

VII. PRESENTATION

1. Steven Sainz - Camden Connection - ARPA Needs Assessment Discussion -

Presentation by Mr. Sainz, Executive Director of Camden Connection, regarding the ARPA Community Needs Assessment.

VIII. GRANTING AUDIENCE TO THE PUBLIC

IX. OLD BUSINESS

X. NEW BUSINESS

1. Approval Of: Ordinance 2023-05 - Amendment to Kingsland Code of Ordinances Chapter 3, Article I, Sec. 3-3 -

An amendment to allow for the retail sale of alcoholic beverages for consumption on premises at indoor sport and recreation facilities; except that no alcoholic beverages shall be consumed in the area where the game or sport is played, but only in a seating area set aside for spectators located separately and apart from the sport or game activity.

2. Approval of: Ordinance 2023-06 - Amendment to Kingsland Code of Ordinances Chapter 11 -

This amendment shall establish a new ordinance for the operation and usage of a Hookah/Vapor Bar or Lounge within the City of Kingsland.

Staff recommends approval.

3. Approval Of: Language Change for Article IV Sec. 9-31 -

A minor language change for Article IV - Provisions for Flooding Hazard Reduction.

Staff recommends approval.

4. Approval Of: Quit Claim Deed for a Portion of the Lakes Development -

A quit claim deed for a portion of The Lakes drainage canal and easement.

Staff recommends approval.

5. Approval Of: Bond Resolution #2023-03 -

Consider the adoption of a resolution authorizing the issuance of the City's Water and Sewerage Revenue Bonds, Series 2023 and the execution of various documents related thereto.

6. Bid Award: Crane Truck -

Purchase of a used crane truck for the water and sewer operations fund.

Staff recommends low bid, Jacksonville Truck Center, 2016 Dodge Ram 5500 for $73,000. Council was previously polled to move this item up to current year in the 5 year capital improvement plan in place of deferring the SBR rehabilitation to next year.

7. Approval Of: Temporary Housing Rental for Fire Station #4 Remodel Project -

Approval of temporary housing unit for on duty personnel during fire station remodel project. Staff received two quotes from vendors, Satellite Shelters, Inc. is the lowest bidder @ $59,175.00. Funding source is SPLOST VIII funds allocated for this project.

Staff recommends approval.

8. Approval Of: ESG Engineering Task Order #1 Camden Woods Parkway -

ESG will provide engineering services to complete the project as directed by City of Kingsland for completion of construction and permitting documents for Camden Woods Parkway (CWP) from the intersection of Highway 40 and continuing north to Laurel Island Parkway. The intent is to design the roadway as a two lane urban connector with plans to construct to additional lanes at a future date. Project is located within Kingsland TAD #2 boundaries and costs to the city will be reimbursed accordingly.

Staff recommends approval.

9. Approval Of: 2023-2024 School Resource Officer Agreement -

The City shall provide the Board of Education with a total of three (3) SROs for law enforcement and security services. Two (2) SROs' for the Camden County High School and one (1) SRO for Camden Middle School. The Board of Education shall compensate the City equal to the actual costs that the City incurs for each SRO plus mileage at the current IRS rate outside normal commute to and from assigned school campus incurred by each SRO in performing their duties for the Board of Education.

Staff recommends approval.

10. Approval Of: Chris Gilman Stadium Scoreboard Cost Share -

Camden County Public Service Authority (PSA) has asked for the County and Cities to share in the cost of a new electronic scoreboard for the Chris Gilman Stadium. PSA requested competitive bids and determined the successful bidder to be Electro-Mech for $296,244 along with logo and electrical upgrade for a total project cost of $313,244. Cost share based on the 2020 Census population would result in Kingsland's share to be $104,878. Funding source is general fund from the increase in Local Option Sales Tax revenue received.

11. Approval Of: IGA for Use of Kingsland Fuel Depot -

Intergovernmental Agreements with Camden County, Camden County Board of Education, Camden County Emergency Management Agency, and Camden County Public Service Authority for the use of the Kingsland Fuel Depot and sale of fuel for governmental functions and activities.

Staff recommends approval.

12. Approval Of: 2023-2027 Contract with Axon Enterprises for 45 Taser 7 Units -

5-year agreement with Axon Enterprises to provide KPD with 45 upgraded Taser-7 units @ $156,080.00 ($31,216.00 annually.) Contract includes Instructor Courses and Certification Bundle. Also includes unlimited duty cartridges and an annual allotment of training cartridges, no-cost replacement of damaged units, and a transfer credit of $5,920.00. Year one (1) was approved in the KPD Capital Outlay budget. Axon is a sole source provider.

Staff recommends approval.

13. Approval of: Election of Georgia Municipal Association (GMA) District 12 Officers for 2023-2024 -

Approval of the nominees for the GMA District 12 Officers for 2023-2024

14. Removal and Appointment of Kingsland's Resident Public Service Authority Board Member -

Removal of Kingsland's PSA Resident Member appointment Mr. Terry Landreth, and appointment of replacement members.

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4163

AGENDA ITEM (ID # 4163)

Public Hearing: Ordinance 2023-05 - Amendment to Kingsland Code of Ordinances Chapter 3, Article I, Sec. 3-3

This amendment will allow for the retail sale of alcoholic beverages for consumption on premises at indoor sport and recreation facilities; except that no alcoholic beverages shall be consumed in the area where the game or sport is played, but only in a seating area set aside for spectators located separately and apart from the sport or game activity.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4164

AGENDA ITEM (ID # 4164)

Public Hearing: Ordinance 2023-06 - Amendment to Kingsland Code of Ordinances Chapter 11 to add Article VIII - Hookah/Vapor Bar or Lounge, Sec. 11-324 through 11-333.

This amendment shall establish a new ordinance for the operation and usage of a Hookah/Vapor Bar or Lounge within the City of Kingsland.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4167

AGENDA ITEM (ID # 4167)

Award Presentation for Team Up to Clean Up Event

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4146

AGENDA ITEM (ID # 4146)

Steven Sainz - Camden Connection - ARPA Needs Assessment Discussion

Presentation by Mr. Sainz, Executive Director of Camden Connection, regarding the ARPA Community Needs Assessment.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4149)

Meeting: 05/08/23 06:00 PM
Department: City Manager
Category: Amendment
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4149

Approval Of: Ordinance 2023-05 - Amendment to Kingsland Code of Ordinances Chapter 3, Article I, Sec. 3-3

An amendment to allow for the retail sale of alcoholic beverages for consumption on premises at indoor sport and recreation facilities; except that no alcoholic beverages shall be consumed in the area where the game or sport is played, but only in a seating area set aside for spectators located separately and apart from the sport or game activity.

Sec. 3-3. In certain retail establishments only—For consumption on premises.

Alcoholic beverages, wine or malt beverages shall not be sold at retail for consumption on premises except in the following types of businesses:

(1) In restaurants, other than fast food restaurants, serving prepared food which is offered to the general public. Such establishments shall be located in zoning districts which permit restaurants and shall meet the criteria set out in subsection 3-7(5) of this chapter.

For the purpose of this chapter, a fast-food restaurant is defined as a restaurant that derives more than 15 percent of its sales by use of a carry-out window serving persons outside the building, who are either on foot or who are the occupants of motor vehicles.

(2) In hotels or motels, kept, used, maintained, advertised and held out to the general public to be a place where food is served and consumed, and sleeping accommodations are offered for adequate rates to travelers and guests, whether transient, permanent or residential, in which 15 or more rooms are used for sleeping accommodations for guests, and having one or more public dining rooms, with adequate and sanitary kitchen and with a seating capacity for at least 50 people, and where at least two meals a day are regularly served to such guests.

(3) In private clubs organized and existing under the laws of the state, or a bona fide association of individuals organized for fraternal purposes, conducted solely for the benefit of its members and their beneficiaries, operated on the lodge system with ritualistic form of work, having a representative form of government and at least 25 regular members paying monthly dues, where no part of the net earnings of which shall inure to the benefit of any shareholder or member, provided further that no member, officer or agent, or employee of the club is compensated, directly or indirectly, by any form of commission or other compensation based on the amount of profit from the sale of alcoholic beverages, malt beverages or wine beyond the amount of such salary as may be fixed by its members or by its governing body out of the general revenue of the club. For the purpose of this subsection, tips which are added to the bills under club regulations shall not be considered as profits hereunder.

(4) Golf course club houses.

(5) In bowling alleys, provided that the following rules and regulations are followed:

a. No alcoholic beverages will be served in the bowling alley, except through a service window and then only when delivered directly to the customer at that location;

b. No alcoholic beverages will be consumed in the area of the bowling lanes, but only in a seating area set aside for spectators located separately and apart from the bowling lanes; and

(6) Malt beverages and wine for consumption on premises, in addition to the places set out in subparagraphs a. and b. of this section, may also be sold in refreshment stands, beverages carts, or club houses located within the boundaries of golf courses.

(7) Any licensed establishment permitting persons to bring their own alcoholic beverages into the premises for consumption on premises (brown bagging) shall comply with all requirements of this chapter regarding operation of their establishment with the exception of payment of excise taxes for drinks sold (except as to alcoholic beverages sold by them). Subject to subsection 3-7(6)f.

(8) In ~~billiard hall~~indoor sport and recreation facilities, where ~~the~~ sports and games including billiards, golf, putter ball, bocce ball, corn hole, darts, ~~-~~axe throwing, and similar sport and game activities ~~of pool is~~ are played provided the following rules and regulations are followed:

a. ~~The sale of alcohol beverage sales shall be limited to beer and wine only~~.

a. No alcoholic beverages shall be consumed in the area where the sport or game is played, but only in a seating area set aside for spectators located separately and apart from the sport or game activity.

(9) Brewpub eating establishments;

(10) In a brewery subject to limitations of their state license;

(11) As part of or in connection with a sporting event, theatrical production, or other performance.

(Ord. No. 2007-14, 7-23-2007; Ord. No. 2017-04 , 5-22-2017; Ord. No. 2017-07 , 7-24-2017; Ord. No. 2022-05 , 3-28-2022)

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4165

AGENDA ITEM (ID # 4165)

Approval of: Ordinance 2023-06 - Amendment to Kingsland Code of Ordinances Chapter 11

This amendment shall establish a new ordinance for the operation and usage of a Hookah/Vapor Bar or Lounge within the City of Kingsland.
Staff recommends approval.

ARTICLE VIII. HOOKAH/VAPOR BAR OR LOUNGE

Sec. 11-324. Definitions.

The following words and phrases shall have the meanings respectively ascribed to them herein unless the context clearly indicates a contrary meaning:

Hookah means a single or multi-stemmed water pipe and any associated products and devices which are used to produce fumes, smoke and/or vapor from the burning of material including, but not limited to, tobacco products, shisha or other plant materials.

Hookah/vapor bar or lounge. Hookah/vapor bars or lounges shall be subject to the following restrictions:

(1) Smoking of hookah in any establishment that serves alcohol or food shall be prohibited.

(2) Hours of operation shall not extend past 11:00 p.m.

(3) Hookah bars and lounges shall not serve patrons under the age of 19 or as restricted by Georgia statute.

Shisha means a flavored or syrupy mixture of tobacco or herbal products which is intended to be smoked/consumed by a user through a hookah.

Sec. 11-325. Occupational tax certificate required; application.

(a) *Required.* All persons, firms or corporations desiring to operate a hookah/vapor bar or lounge shall, prior to commencing such business, trade or profession, comply with all rules and regulations adopted by the governing authority regulating the operation of hookah/vapor bar or lounge.

(b) *Application.* The application shall include, but shall not be limited to, the information required on all occupational tax returns, along with the following:

(1) Name and residence address of the owner-applicant;

(2) If the owner-applicant is a corporation, the names of the officers, along with the name and address of the agent for service of process;

(3) The name of the manager, and the name of all shareholders holding 20 or more percent of any class of corporate stock;

(4) Failure to furnish required information, and in the form designated, shall automatically serve to dismiss the application;

(5) All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths; and

(6) In all instances in which an application is denied under the provision of the article, and after lapse of the time for appeal, or upon the adjudication of the appeal with decision rendered in favor of the city, the applicant may not reapply for an occupational tax certificate for at least 120 days from the final date of denial.

(c) *Applicant disqualifications.*

(1) No occupational tax certificate shall be granted to any person who has had any occupational tax certificate revoked within two years prior to filing the current application.

(2) The planning director or his/her designee may decline to issue a certificate when any person having an ownership or management interest in the operation of such place of business or control over such place of business does not meet the same character requirements as set forth in this section for the certificate holder.

Sec. 11-326. General operating provisions.

Hookah/vapor bar or lounge shall:

(a) Not hold an alcohol license;

(b) Not serve food, sell prepared package food, or allow any outside food or beverage to be consumed on the premises;

(c) Prohibit gambling or other games of chance;

(d) Prohibit entry to a person under age of 19 years of age, or as restricted by Georgia statute, during the time when the establishment is open for business;

(e) Maintain a valid permit for the retail sale of tobacco products as required to be issued by the appropriate authority in the city where the establishment is located;

(f) Maintain a valid permit to operate a hookah/vapor bar or lounge issued by the state department of revenue;

(g) Post signs at each entrance and exit clearly stating that anyone under the age of 19, or as restricted by Georgia statute, is prohibited from entering the premises;

(h) Abide by the following air ventilation requirements:

(1) Hookah/vapor bar or lounge must have and maintain a ventilation system that exhausts smoke from the business and is designed in accordance with the state building code standards for the occupancy classification in use. The air handling systems from the smoking area shall be independent from the main air handling system that serves all other areas of the building and all air within the smoking area shall be exhausted directly to the outside by an exhaust fan, provided that no person shall cause, suffer or allow any emissions of gases, vapors or odors beyond the property line from which such emissions occur to be in sufficient quantities and of such characteristics and duration as are or likely to be injurious to the public welfare, to the health of human, plant or animal life or to property, or which interfere with the enjoyment of life and property (Sec.14-6). No air from the smoking area shall be recirculated to other parts of the building.

(2) During the hours of operation, the interior of the premises of a smoking bar shall be maintained with adequate illumination to make the conduct of patrons within the premises readily discernible to a person with normal vision.

Sec. 11-327. Inspection of registered establishments.

Sworn officers of the police department or code enforcement shall have the authority to inspect establishments registered under this division during hours in which the premises are open for business. Such inspection shall be made for the purpose of verifying compliance with the requirements of this division.

Sec. 11-328. Unlawful or prohibited activities.

No occupational tax certificate shall be granted to any person under the age of 18 years or who has been convicted, pled guilty or entered a plea nolo contendere under any federal, state, or local law of any crime involving moral turpitude, illegal gambling, any felony, criminal trespass, public indecency, misdemeanor involving any type of sexual-related crime, any theft or violence against person or property, any crime of possession, sale, or distribution of illegal drugs, distribution of material depicting nudity or sexual conduct as defined under state law, criminal solicitation to commit any of these listed offenses, attempts to commit any of these listed offenses, for a period of five years prior to the date of application for such certificate and has been released from parole or probation.

Sec. 11-329. Hours of operation.

No hookah/vapor bar or lounge shall be open or operated during the hours of 11:00 p.m. to 7:00 a.m.

Sec. 11-330. Zoning Requirements.

Hookah/vapor bars or lounges are allowed to operate in any Commercial Zoning District.

Sec. 11-331. Penalties.

Any person who shall conduct a business or occupation without having obtained a license thereof, or who shall violate any other provision of this division, shall, upon conviction thereof, be punished by a fine not to exceed $1,000.00 and costs or by imprisonment not to exceed six months, or both, any and all such penalties to be imposed in the discretion of the judge of the municipal court.

Sec. 11-332. Conflicting provisions.

All ordinances, parts of ordinances or regulations in conflict herewith are repealed.

Sec. 11-333. Effective date.

That this article shall become effective upon its adoption.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4173)

Meeting: 05/08/23 06:00 PM
Department: City Manager
Category: Amendment
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4173

Approval Of: Language Change for Article IV Sec. 9-31

A minor language change for Article IV - Provisions for Flooding Hazard Reduction.

Staff recommends approval.

ARTICLE IV. - PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 9-31. - Specific Standards.

(3) Standards for manufactured homes and recreational vehicles. Where base flood elevation data are available:

a. All manufactured homes placed and substantially improved on: (1) individual lots or parcels, (2) in new and substantially improved manufactured home parks or subdivisions, (3) in expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement, elevated no lower than one foot above the base flood elevation.

b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that:

1. The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, ~~or~~ and

2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Manager
Category: Deed
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4172

AGENDA ITEM (ID # 4172)

Approval Of: Quit Claim Deed for a Portion of the Lakes Development

A quit claim deed for a portion of The Lakes drainage canal and easement.

Staff recommends approval.

Return to:
Jean O. Seigler-Horne
City Clerk
City of Kingsland, Georgia
P.O. Box 250
107 S Lee Street
Kingsland, GA 31548

QUIT CLAIM DEED

STATE OF GEORGIA
COUNTY OF CAMDEN

THIS INDENTURE, made this __ day of ____________ 2023, between the **SONDRA G. GONZALEZ-FALLA et al.**, of the first part, hereinafter called grantor, and **CITY OF KINGSLAND, GEORGIA**, a municipal corporation of the State of Georgia, party 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 certain tract or parcel of land being a portion of The Lakes Development, City of Kingsland, 1606th G.M.D., Camden County, Georgia more particularly described as follows:

LEGAL DESCRIPTION OF PARCEL "A"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE LAKES DEVELOPMENT, CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA (BEING A PORTION TRACT "B", AS SHOWN ON PLAT RECORDED IN PLAT BOOK 8, PAGE 11, PUBLIC RECORDS OF CAMDEN COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE COMMENCE AT A POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GROSS ROAD (A 110-FOOT RIGHT-OF-WAY), SAID POINT BEING THE SOUTHEAST CORNER OF TRACT "A" LAKEVINE SOUTH (ACCORDING TO PLAT RECORDED IN PLAT DRAWER 16, MAP No. 4, PUBLIC RECORDS OF CAMDEN COUNTY) AND FROM SAID POINT RUN THENCE NORTH 48°-44'-26" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "A", A DISTANCE OF 235.88 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 73°-13'-43" WEST, ALONG THE

SOUTHEASTERLY LINE OF SAID TRACT "A" AND SOUTHWESTERLY PROLOGATION THEROF, A DISTANCE OF 784.76 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE KINGSLAND KINGSBAY TRANSMISSION LINE No. 1, SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF THE BEGINNING THUS DESCRIBED RUN THENCE SOUTH 73°-13'-43" WEST, ALONG THE NORTHERLY LINE OF LANDS NOW OR FORMALY OF SONCEL HOMES, INC. (ACCORDING TO DEED RECORDED IN DEED BOOK 656, PAGE 13 PUBLIC RECORDS OF CAMDEN COUNTY) AND THE SOUTHWESTERLY PROLONGATION THEROF, A DISTANCE OF 1704.84 FEET TO A POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE, OF CHARLES GILMAN, JUNIOR AVENUE (A VARIED RIGHT-OF-WAY); RUN THENCE NORTH 49°-58'-59" WEST, ALONG LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.16 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE IN LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, SAID LINE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 710.00 FEET, A CHORD DISTANCE OF 71.13 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 35°-45'-16" WEST; RUN THENCE NORTH 32°-54'-54" WEST,ALONG LAST AFOREMENTIONED WESTERLY LINE OF KINGSLAND KINGSBAY TRANSMISSION LINE No. 1; RUN THENCE SOUTH 14°-49'-47" EAST, ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 3.98 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY OTHER EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

LEGAL DESCRIPTION OF PARCEL "B"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE LAKES DEVELOPMENT, CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA (BEING A PORTION TRACT "B" AS SHOWN ON PLAT RECORED IN PLAT BOOK 8, PAGE 11, PUBLIC RECORDS OF CAMDEN COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE COMMENCE AT A POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GROSS ROAD (A 110 FOOT RIGHT-OF-WAY), SAID POINT BEING THE SOUTHEAST CORNER OF TRACT "A" LAKEVINE SOUTH (ACCORDING TO PLAT RECORDED IN PLAT DRAWER 16, MAP No. 4, PUBLIC RECORDS OF CAMDEN COUNTY) AND FROM SAID POINT RUN THENCE NORTH 48°-44'-26" WEST, ALONG THE SOUTHEASTERLY LINE OF TRACT "A", A DISTANCE OF 235.88 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 73°-13'-43" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "A" AND THE SOUTHEASTERLY PROLONGATIN THEROF, A DISTANCE OF 784.76 FEET TO A POINT LYING

ON THE WESTERLY LINE OF THE KINGSLAND KINGSBAY TRANSMISSION LINE No. 1, SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF THE BEGINNING THUS DESCRIBED RUN THENCE SOUTH 73°-13'-43" WEST, ALONG THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF SONCEL HOMES, INC. (ACCORDING TO DEED RECORDED IN DEED BOOK 656, PAGE 13, PUBLIC RECORDS OF CAMDEN COUNTY) AND THE SOUTHWESTERLY PROLONGATION THEROF, A DISTANCE OF 1704.84 FEET TO A POINT LYING ON NORTHEASTERLY RIGHT-OF-WAY LINES OF CHARLES GILMAN, JUNIOR, AVENUE (A VARIED RIGHT-OF-WAY); RUN THENCE NORTH 49°-58'59" WEST, ALONG LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 33.16 FEET TO A POINT; RUN THENCE ALONG AN ARC OF A CURVE IN LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY, SAID CURVE BEING CONCAVE TO THE NORTHEASTEAST HAVING A RADIUS OF 710.00 FEET, A CHORD DISTANCE OF 71.13 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 35°-45'-16" WEST; RUN THENCE NORTH 32°-54'-54" WEST, ALONG LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.21 FEET; RUN THENCE NORTH 73°-13'-43" EAST, A DISTANCE OF 1750.97 FEET TO A POINT LYING ON AFOREMENTIONED WESTERLY LINE OF KINGSLAND KINGSBAY TRANMISSION LINE No. 1; RUN THENCE SOUTH 14°-49'-47" EAST, ALONG LAST MENTIONED WESTERLY LINE , A DISTANCE OF 100.06 FEET TO THE POINT OF THE BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 3.98 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY OTHER EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

<u>LEGAL DESCRIPTION OF PARCEL "C"</u>

All THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE LAKES DEVELOPMENT, CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA (BEING A PORTION OF TRACT B AS SHOWN ON PLAT RECORDED IN PLAT BOOK 8, PAGE 11, PUBLIC RECORDS OF CAMDEN COUNTY) AND BEING MORE PARTUCULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT A POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GROSS ROAD (A 110 FOOT RIGHT-OF-WAY), SAID POINT BEING THE SOUTHEAST CORNER OF TRACT "A", LAKEVINE SOUTH (ACCORDING TO PLAT RECORDED IN PLAT DRAWER 16, MAP No. 4, PUBLIC RECORDS OF CAMDEN COUNTY) AND FROM SAID POINT RUN THENCE NORTH 48°-44'-26" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "A", A DISTANCE OF 235.88 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 73°-13'-43" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "A", A DISTANCE Of 597.11 FEET TO A POINT LYING ON THE EASTERLY LINE OF THE KINGSLAND KINGSBAY

TRANSMISSION LINE No. 1; RUN THENCE NORTH 14°-49'-47" WEST, ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 100.16 FEET TO A POINT; RUN THENCE NORTH 73°-13'-43" EAST, A DISTANCE OF 649.18 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 48°-44'-26" EAST, A DISTANCE OF 273.22 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF GROSS ROAD; RUN THENCE SOUTH 30°-59'-14" WEST, ALONG LAST MENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 101.63 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.01 ACRES. MORE OR LESS, AND IS SUBJECT TO ANY OTHER EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

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.

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:

Grantor - Celso M. Gonzalez-Falla

Signed, sealed and delivered in the presence of:

THE CITY OF KINGSLAND, GEORGIA

BY:
Its Mayor

{SEAL}
Witness

Notary Public
My Commission Expires: October 25, 2025

SUSAN E. WINDRUM
Notary Public, State of New York
No. 01WI6423768
Qualified in Westchester County
My Comm. Expires October 25, 2025

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:

Sandy McCaughn
Notary
Expires
GEORGIA
March 2 2027
Public
Camden County, GA

Sandy McCaughn
Sandy McCaughn

Grantor - Charles Evan Gilman III

Signed, sealed and delivered in the presence of:

THE CITY OF KINGSLAND, GEORGIA

BY:
Its Mayor

{SEAL}
Witness

Notary Public
My Commission Expires:

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:

Grantor - Guy Robinson

Witness

Signed, sealed and delivered in the presence of:

THE CITY OF KINGSLAND, GEORGIA

BY:
Its Mayor

{SEAL}
Witness

Zhanna Rozenfeld
Notary Public
My Commission Expires: Feb. 9, 2024

ZHANNA ROZENFELD
Notary Public, State of New York
No. 01RO6105289
Qualified in Kings County
Commission Expires Feb. 9 2024

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: Finance
Category: Resolution
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4162 A

AGENDA ITEM (ID # 4162)

Approval Of: Bond Resolution #2023-03

Consider the adoption of a resolution authorizing the issuance of the City's Water and Sewerage Revenue Bonds, Series 2023 and the execution of various documents related thereto.

A BOND RESOLUTION TO PROVIDE FOR THE ISSUANCE BY THE CITY OF KINGSLAND, GEORGIA OF ITS WATER AND SEWERAGE REVENUE BONDS, SERIES 2023; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL PARITY BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE OWNERS OF SAID BONDS; AND FOR OTHER PURPOSES

Adopted on

May 8, 2023

This document was prepared by:

Murray Barnes Finister LLP
3525 Piedmont Road NE
5 Piedmont Center, Suite 515
Atlanta, GA 30305
Telephone: (678) 999-0350

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A BOND RESOLUTION TO PROVIDE FOR THE ISSUANCE BY THE CITY OF KINGSLAND, GEORGIA OF ITS WATER AND SEWERAGE REVENUE BONDS, SERIES 2023; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL PARITY BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE OWNERS OF SAID BONDS; AND FOR OTHER PURPOSES

WHEREAS, the City of Kingsland, Georgia, a municipal corporation of the State of Georgia (the "City") currently owns and operates a water and sewer system (the "System"); and

WHEREAS, the City proposes issuing its Water and Sewerage Revenue Bonds, Series 2023 (the "Series 2023 Bonds") for the purpose of (a) making certain improvements to the System and (b) paying the costs of issuing the Series 2023 Bonds; and

WHEREAS, the Series 2023 Bonds will be secured by a first lien on the "Net Revenues" (hereinafter defined) of the System; and

WHEREAS, the City proposes to provide for the issuance (from time to time, under certain circumstances as described herein) of Additional Bonds (hereinafter defined) ranking as to lien on the Net Revenues on a parity with the lien thereon securing the Series 2023 Bonds; and

WHEREAS, the City has previously issued its Water and Sewerage Revenue Refunding and Improvement Bonds, Series 1994 (the "Series 1994 Bonds"), its Water and Sewerage Revenue Refunding and Improvement Bonds, Series 2004 (the "Series 2004 Bonds"), its Water and Sewerage Revenue Bond, Series 2008 (the "Series 2008 Bond"), its Water and Sewerage Refunding Revenue Bond, Series 2010 (the "Series 2010 Bond"), its Water and Sewerage Refunding Revenue Bond, Series 2014A (the "Series 2014A Bond") and its Water and Sewerage Refunding Revenue Bond, Series 2014B (the "Series 2014B Bond" and together with the Series 2014A Bond, the Series 1994 Bonds, the Series 2004 Bonds, the Series 2008 Bond, and the Series 20120 Bond, the "Prior Bonds") pursuant to an ordinance adopted by the Mayor and Council of the City on January 17, 1994, as supplemented on July 22, 2004, October 13, 2008, October 25, 2010, December 9, 2010 and February 10, 2014 (collectively, the "Prior Ordinance"); and

WHEREAS, the only revenue obligations of the City having as the security therefor a first or prior lien on the net revenues of the System are the Prior Bonds; and

WHEREAS, the Prior Bonds are no longer outstanding under the Prior Ordinance; and

WHEREAS, the City proposes abrogating its right to issue additional bonds under the Prior Ordinance; and

WHEREAS, the City proposes to authorize the distribution of a Preliminary Official Statement relating to the Series 2023 Bonds (the "Preliminary Official Statement").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City, and it is hereby ordained by the authority of the same, as follows:

ARTICLE I

DEFINITIONS; ABROGATION OF LIEN

Section 1. Definitions.

In addition to the terms hereinabove defined, whenever the following terms are used in this Resolution, the same, unless the context shall clearly indicate another or different meaning or intent, shall be construed or used and are intended to have the following meaning:

"Additional Bonds" means any revenue bonds of the City ranking on parity with the Series 2023 Bonds which may hereafter be issued pursuant to Article V, Section 3 of this Resolution.

"Authorized Denominations" means (a) with respect to the Series 2023 Bonds, $5,000 and any integral multiple thereof and (b) with respect to any Additional Bonds, the authorized denominations specified in the supplemental resolution authorizing such Additional Bonds.

"Beneficial Owner" means the owner of a beneficial interest in the Bonds registered in Book-Entry Form.

"Bond Index" means (a) with respect to any outstanding Bonds, the average interest rate on such Bonds for the twelve (12) month period ending on the last day of the month immediately preceding the last full month prior to such calculation, or if such Bonds shall have had a variable rate for less than a twelve (12) month period, the average interest rate on such Bonds for such lesser period; (b) with respect to any proposed tax-exempt Additional Bonds, at the option of the City, (i) the rate that is equal to the Bond Buyer Revenue Bond Index not more than 30 days prior to the issuance of such Additional Bonds or (ii) the rate that the original purchaser of such Additional Bonds or a licensed municipal securities professional or firm thereof certifies that such Additional Bonds would have borne as of the date of issuance thereof had such Additional Bonds borne a fixed, constant rate of interest; and (c) with respect to any proposed taxable Additional Bonds, at the option of the City, (i) the rate that is equal to the five year treasury note plus one percent (1%) within 30 days of the issuance of such Additional Bonds or (ii) the rate that the original purchaser of such additional Bonds or a licensed municipal securities professional or firm thereof certifies as of the date of issuance thereof would have borne as of the date of issuance thereof had such Additional Bonds borne a fixed, constant rate of interest.

"Bond Registrar" means the person or commercial bank or banks appointed by the City to maintain the registration books of the City for any series of Bonds secured by this Resolution.

"Bonds" means any revenue bonds issued by the City pursuant to this Resolution, including the Series 2023 Bonds and any Additional Bonds.

"Book-Entry Form" or **"Book-Entry System"** means, with respect to the Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the Bonds and bond service charges may be transferred only through book-entry and (b) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Bonds in the custody of a Securities Depository.

"City" means the City of Kingsland, Georgia, and its successors and assigns.

"Certifying Officer" means, at the election of the City, (a) the City Manager, Finance Director or his or her designee, (b) the Consulting Engineer, (c) a certified public accountant or firm thereof or (d) a licensed municipal securities professional or firm thereof.

"Code" means the Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder.

"Construction Fund" means the City of Kingsland, Georgia Construction Fund created in Article IV, Section 2 of this Resolution.

"Construction Fund Custodian" means the commercial bank appointed by the City to maintain the Construction Fund.

"Consulting Engineers" means an engineer or engineering firm having a national reputation for skill relating to public utility systems.

"Credit or Liquidity Facility" means a line of credit, letter of credit, standby bond purchase agreement or similar facility established in connection with the issuance of any Additional Bonds.

"Debt Service Account" means the Debt Service Account created within the Sinking Fund.

"Debt Service Coverage Ratio" means the ratio determined by dividing the Income Available for Debt Service by the Debt Service Requirement.

"Debt Service Requirement" means, with respect to any measurement period, the principal and interest payable on the Bonds in such measurement period; provided however, (a) interest shall be excluded from the determination of the Debt Service Requirement to the extent (i) the same is provided from (A) the original proceeds of Bonds, (B) earnings on the Funds to the extent the same will be applied to pay debt service on the Bonds or (C) a counterparty with a rating that is the same or higher than the City's or (ii) the City is entitled to receive a payment from the United States of America or any agency or department thereof, (b) with respect to Bonds that are Variable Rate Bonds, the interest payable on such Bonds shall be calculated using the Bond Index, (c) with respect to Balloon Indebtedness that is not due within three years, the principal of the Balloon Indebtedness shall be amortized from its date of issuance (i) over the time and in the amounts specified in the Credit Facility or Liquidity Facility relating to such Bonds (if any) and (ii) in all other cases, with level annual debt service payments over 30 years at an assumed rate equal to the Bond Index, and (d) notwithstanding that the definition of Bonds excludes Credit or Liquidity Facilities to the extent they are drawn upon to purchase, but not retire, Bonds, any interest expense included on such Credit or Liquidity Facilities in excess of the interest expense on the related Bonds shall be included in the determination of the Debt Service Requirement and (e) with respect to any compound interest Bonds, the total principal and interest coming due in any specified period shall be determined by a supplemental resolution authorizing such compound interest Bonds.

"Debt Service Reserve Requirement" means, as of any date of calculation, (a) with respect to the Series 2023 Bonds, an amount equal to $0 and (b) with respect to Additional Bonds, the amount, if any, set forth in the resolution authorizing the issuance of such Additional Bonds. Notwithstanding the foregoing, (a) with respect to Additional Bonds that are Variable Rate Bonds, it shall be assumed that such Additional Bonds bear interest through maturity at that rate which the original purchaser of such Additional Bonds or a municipal financial advisor or firm thereof certifies that such Additional Bonds would have borne as of the date of issuance thereof had such Additional Bonds borne a fixed, constant rate of interest and (b) if an issue has more than a de minimis amount of original issue discount or premium, the issue price shall be used, in lieu of the stated principal amount, to measure the 10% limitation set forth in Section 1.148-2(f) of the Code on the use of bond proceeds to finance a reserve fund.

"Debt Service Reserve Surety Bond" means a surety bond, insurance policy or irrevocable letter of credit credited to the Reserve Account in lieu of or in partial substitution for moneys and securities on deposit therein.

"Disclosure Agreements" means the Series 2023 Disclosure Certificate and any disclosure agreement or certificate executed in connection with the issuance of any Additional Bonds.

"Engineering Report" means any engineering report related to projects to be acquired, constructed, installed or equipped with the proceeds of any Additional Bonds.

"Fiscal Year" shall mean any period of twelve consecutive months adopted by the City as the fiscal year for financial reporting purposes related to the System and shall initially mean the period beginning on October 1 of each calendar year and ending on September 30 of the following calendar year.

"Funds" means the Revenue Fund, the Sinking Fund, the Renewal and Extension Fund and the Construction Fund.

"Government Obligations" means direct general obligations of the United States of America or obligations which are unconditionally guaranteed by the United States of America, in either case which are not callable except at the option of the holder thereof.

"Income Available for Debt Service" means, for any period of 12 consecutive calendar months for which such determination is made, Net Revenues; provided, however, that no determination thereof shall take into account (a)(i) a gain or loss resulting from either the extinguishment of Bonds or the sale, exchange or other disposition of capital assets not made in the ordinary course of business, (ii) unrealized gains or losses or (iii) any other components of revenues or expenses that do not contribute to or diminish cash flow available to pay debt service or (b) earnings on (i) the Construction Fund or (ii) any of the other Funds to the extent they have been taken into account to reduce the Debt Service Requirements.

"Interest Payment Date" means (a) with respect to the Series 2023 Bonds, each March 1 and September 1, commencing March 1, 2024, and (b) with respect to any Additional Bonds, the interest payment date specified in the supplemental resolution authorizing such Additional Bonds.

"Net Revenues" means the gross revenues derived from the ownership or operation of the System, including, without limitation, fees based on a uniform equivalent residential unit, whether or not accounted for as revenue or contributed capital, all earnings on amounts on deposit in the Funds, less the reasonable and necessary costs of operating, maintaining and repairing the System, including without limitation, salaries, wages, the payment of any contractual obligations incurred pertaining to the operation of the System, the cost of materials and supplies, rentals of leased property, if any, insurance premiums, audit fees, and other charges as may properly be made for the purpose of operating, maintaining and repairing the System in accordance with sound business practice, but before making provision for depreciation, interest expense and amortization. Net Revenues shall not include amounts drawn or otherwise available under a Credit or Liquidity Facility.

"Participants" means those financial institutions for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing exists at the time of such reference.

"Paying Agent" means the person or commercial bank or banks appointed by the City to serve as paying agent for any series of Bonds secured by this Resolution.

"Permitted Investments" means and includes any of the following securities, if and to the extent the same are at the time legal for investment of City funds:

(a) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

(b) bonds or obligations of the City, or bonds or obligations of the State of Georgia or other states, or of other counties, municipal corporations and political subdivisions of the State of Georgia;

(c) bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(d) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(e) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(f) certificates of deposit of national or state banks located within the State of Georgia which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State of Georgia which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian or trustee for any proceeds of any bonds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State of Georgia or with a trust office located within the State of Georgia, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia or other states or of any county or municipal corporation in the State of Georgia, obligations of the United States or subsidiary corporations referred to in paragraph (c) above, obligations of the agencies and instrumentalities of the United States government referred to in paragraph (d) above, or bonds, obligations or project notes of public housing agencies, urban renewal agencies, or municipalities referred to in paragraph (e) above;

(g) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referred to in paragraph (c) and (d) above and repurchase agreements fully collateralized by any such obligations;

(ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia;

(h) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50 million or with any government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(i) any other investments authorized by the laws of the State of Georgia from time to time.

"Projects" means the Series 2023 Project and any projects financed with proceeds of any Additional Bonds.

"Record Date" means (a) with respect to the Series 2023 Bonds, the fifteenth day of the calendar month preceding each Interest Payment Date and (b) with respect to any Additional Bonds, the record date specified in the supplemental resolution authorizing such Additional Bonds.

"Renewal and Extension Fund" means the City of Kingsland, Georgia Renewal and Extension Fund created in Article V, Section 1 of this Resolution.

"Renewal and Extension Fund Depository" means the commercial bank or similar entity appointed by the City to maintain the Renewal and Extension Fund.

"Reserve Account" means the Reserve Account created within the Sinking Fund.

"Resolution" means this Resolution, as supplemented from time to time.

"Revenue Bond Law" means the Revenue Bond Law, (O.C.G.A. Section 36-82-60 *et seq*.), as amended from time to time.

"Revenue Fund" means the City of Kingsland, Georgia Revenue Fund created in Article V, Section 1 of this Resolution.

"Revenue Fund Depository" means the commercial bank or similar entity appointed by the City to maintain the Revenue Fund.

"Securities Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

"Securities Depository Nominee" means any nominee of a Securities Depository and shall initially mean Cede and Co., New York, New York, as nominee of The Depository Trust Company.

"Series 2023 Bonds" means the City's Water and Sewerage Revenue Bonds, Series 2023, authorized to be issued pursuant to Article II of this Resolution.

"Series 2023 Project" means the improvements to the System to be financed with the proceeds of the Series 2023 Bonds.

"Series 2023 Disclosure Certificate" means the continuing disclosure certificate executed in connection with the issuance of the Series 2023 Bonds.

"Sinking Fund" means the City of Kingsland, Georgia Sinking Fund created in Article V, Section 1 of this Resolution in which are held the Debt Service Account and the Reserve Account.

"Sinking Fund Custodian" means the commercial bank appointed by the City to maintain the Sinking Fund.

"Sinking Fund Investments" means (a) Government Obligations and forward purchase agreements and repurchase agreements with respect thereto, (b) demand deposits or certificates of deposit of banks which have deposits insured by (i) the Federal Deposit Insurance Corporation, or any successor thereto or (ii) letters of credit issued by the Federal Home Loan Bank and (c) the local government investment pool created by O.C.G.A. Section 36-83-8.

"Sinking Fund Year" means the period commencing on the 2nd day of September in each year and extending through the 1st day of September in the next year.

"State" means the State of Georgia.

"Subordinate Debt" means any debt which is expressly made subordinate and junior in right of payment of principal of, redemption premium, if any, and interest on all Bonds issued pursuant to this Resolution and all obligations related to a Debt Service Surety Bond or Credit or Liquidity Facility (collectively, "**Senior Debt**"). The terms of all Subordinate Debt shall require that (a) no payment on account of principal of, redemption premium, if any, or interest on such Subordinate Debt shall be made unless full payment of all amounts then due and payable on Senior Debt has been made or duly provided for, (b) no payment on account of principal of, redemption premium, if any, or interest on such Subordinate Debt shall be made if, at the time of such payment or application, or immediately after giving effect thereto, (i) there shall exist a default in the payment of any Senior Debt (whether at maturity or upon mandatory redemption) or (ii) there shall have occurred an event of default with respect to any Senior Debt, and such event of default shall not have been cured or waived or shall not have ceased to exist, and (c) in the event that any Subordinate Debt is declared or otherwise becomes due and payable because of the occurrence of an event of default with respect thereto, (i) the holders of the Senior Debt shall be entitled to receive payment in full thereon before the holders of the Subordinate Debt shall be entitled to receive any payment on account of such Subordinate Debt as a result of such event of default and (ii) no holder of Subordinate Debt, or a trustee acting on such holder's behalf, shall be entitled to exercise any control over proceedings to enforce the terms and conditions of this Resolution.

"System" means the City's water and sewerage system, as now existent and as hereafter added to, extended, improved and equipped and any and all other utility systems hereafter combined with the water and sewerage system pursuant to Article VII, Section 10.

"Underwriter" means (i) for purposes of the Series 2023 Bonds, Stifel, Nicolaus & Company, Incorporated and (ii) for purposes of any Additional Bonds, such firm engaged by the City to underwrite or privately place the Additional Bonds.

"**Variable Rate**" means as to any Bonds, any portion of such Bonds the interest rate on which is not established at the time of original execution or issuance at a fixed or constant rate.

Section 2. Interpretation.

Whenever used in this Resolution, the singular shall include the plural and the plural shall include the singular, unless the context otherwise indicates.

Section 3. Abrogation of Lien.

The City hereby abrogates its right to issue revenue bonds or obligations of any kind under the Prior Ordinance.

ARTICLE II

AUTHORIZATION, FORM AND REGISTRATION OF SERIES 2023 BONDS

Section 1. Authorization.

Under the authority of the Revenue Bond Law, there is hereby authorized to be issued up to $20,000,000 in aggregate principal amount of the City's revenue bonds to be designated as "City of Kingsland, Georgia Water and Sewerage Revenue Bonds, Series 2023". The proceeds of the Series 2023 Bonds will be used for the purpose of (a) paying the costs of the Series 2023 Project and (b) paying the costs of issuing the Series 2023 Bonds. The issuance of the Series 2023 Bonds for the foregoing purposes is hereby found and declared to be within the public purposes intended to be served by the City. The Series 2023 Bonds shall be payable from and are secured by a first lien on the Net Revenues of the System. The Series 2023 Bonds shall be payable solely from the Net Revenues.

Section 2. Terms of Series 2023 Bonds.

The Series 2023 Bonds shall be dated their date of original issuance, shall be in the form of fully registered bonds without coupons, shall be in Authorized Denominations, shall be transferable to subsequent owners as hereinafter provided, shall be numbered R-1 upward, shall bear interest (based on a 360 day year comprised of twelve thirty day months) from the Interest Payment Date next preceding their date of authentication to which interest has been paid (unless their date of authentication is an Interest Payment Date, in which case from such Interest Payment Date, unless their date of authentication is after a Record Date but before an Interest Payment Date, in which case from the next Interest Payment Date, or unless their date of authentication is before the first Interest Payment Date, in which case from their date of original issuance) at rates per annum not to exceed 6.00%. The interest shall be payable on each Interest Payment Date, and the principal shall mature on or before December 31, 2053. The maximum debt service on the Series 2023 Bonds in any Sinking Fund Year shall not exceed $1,750,000. The principal amount of the Series 2023 Bonds maturing in each year and the interest rate on each such maturity shall be determined by the City in a supplemental resolution adopted by the Mayor and Council of the City prior to the delivery of the Series 2023 Bonds.

The Series 2023 Bonds shall initially be issued as Book-Entry Form. As long as the Series 2023 Bonds are held in Book-Entry Form, the principal of and interest on the Series 2023 Bonds shall be payable in accordance with the rules of the Securities Depository as provided in Section 10 of this Article II.

If the Series 2023 Bonds are no longer held in Book-Entry Form, the principal amount of the Series 2023 Bonds shall be payable upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent. If the Series 2023 Bonds are no longer held in Book-Entry Form, payments of interest on the Series 2023 Bonds shall be made by check or draft payable to the registered owner as shown on the bond registration book kept by the Bond Registrar at the close of business on the Record Date, and such payments of interest shall be mailed by first class mail to the registered owner at the address shown on the bond registration book. Notwithstanding the foregoing, interest on the Series 2023 Bonds shall be paid to any registered owner of more than $1,000,000 in aggregate principal amount of the Series 2023 Bonds by wire transfer to such registered owner if written instructions are given to the Paying Agent prior to the 15th day preceding the Interest Payment Date, and interest shall continue to be so paid until such wire instructions are revoked in writing.

Both the principal of and interest on the Series 2023 Bonds shall be payable in lawful money of the United States of America.

Section 3. Execution; Form of Series 2023 Bonds.

The Series 2023 Bonds shall be executed on behalf of the City by the manual signature of the Mayor or Mayor Pro-Tem and attested by the manual signature of the Clerk or the Assistant Clerk. The official seal of the City shall be impressed thereon. The Series 2023 Bonds shall be authenticated by the manual signature of a duly authorized signatory of the Bond Registrar. The validation certificate to be attached to the Series 2023 Bonds shall be executed by the manual signature of the Clerk of the Superior Court of Camden County, and the official seal of such Court shall be impressed thereon. In case any official whose signature shall appear on the Series 2023 Bonds shall cease to be such officer before delivery of the Series 2023 Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Series 2023 Bonds, the certificate of authentication and registration, form of assignment and the certificate of validation to be endorsed upon the Series 2023 Bonds, shall be in substantially the form set forth in Exhibit A hereto, with such variations, omissions and insertions as are required or permitted by this Resolution.

Section 4. Required Authentication; Proof of Ownership.

Only those Series 2023 Bonds which shall have endorsed thereon a certificate of authentication and registration, duly executed by the manual signature of an authorized officer of the Bond Registrar shall be entitled to any benefit or security under this Resolution and such certificate upon any of such Series 2023 Bond when duly executed shall be conclusive evidence that such Series 2023 Bond has been duly authenticated, registered and delivered. It shall not be necessary that the same authorized signatory of the Bond Registrar sign the certificate of authentication and registration on all of the Series 2023 Bonds that may be issued hereunder at any one time. The person in whose name any Series 2023 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the payment of the principal amount, interest and premium, if any, shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2023 Bond, including redemption premium, if any, and the interest thereon to the extent of the sums so paid.

Section 5. Bond Registrar; Transfer and Exchange.

The Bond Registrar shall keep the bond registration book of the City for the registration of the Series 2023 Bonds and for the registration of transfers of the Series 2023 Bonds as herein provided. As long as the Series 2023 Bonds are held in Book-Entry Form, registrations of transfers and exchanges shall be made in accordance with the rules of the Securities Depository as provided in Section 10 of this Article II.

If the Series 2023 Bonds are no longer held in Book-Entry Form, the transfer of any Series 2023 Bond shall be registered upon the registration book upon the surrender and presentation of the Series 2023 Bond to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or attorney duly authorized in writing in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Series 2023 Bond or Series 2023 Bonds so surrendered, a new Series 2023 Bond or Series 2023 Bonds registered in the name of the transferee, of any Authorized Denomination, and in an aggregate principal amount or maturity amount equal to the aggregate principal amount or maturity amounts of the Series 2023 Bonds so surrendered and of the same maturity and series. If the Series 2023 Bonds are no longer held in Book-Entry Form, any Series 2023 Bond, upon presentation and surrender thereof to the Bond Registrar, together with an assignment duly executed by the registered owner or duly authorized attorney, in such form as may be satisfactory to the Bond Registrar, may be exchanged, at the option of the registered owner, for an aggregate principal amount of Series 2023 Bonds of the same type and maturity equal to the principal amount of the Series 2023 Bond so surrendered and of any Authorized Denomination. The Bond Registrar may make a charge for every exchange or registration of transfer of the Series 2023 Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to the owner for the privilege of exchanging or registering the transfer of Series 2023 Bonds under this Resolution.

Section 6. Lost, Destroyed, Mutilated Series 2023 Bonds.

If any of the Series 2023 Bonds shall become mutilated, the Bond Registrar in its discretion and at the expense of the owner of such Series 2023 Bond shall authenticate and deliver a new Series 2023 Bond of like tenor registered in the name of the owner in exchange and substitution for such mutilated Series 2023 Bond. If any Series 2023 Bond shall become lost, destroyed or wrongfully taken, evidence of such loss, destruction or wrongful taking within a reasonable time thereafter may be submitted to the City, the Paying Agent and the Bond Registrar, and if such evidence shall be satisfactory and indemnity of a character and in an amount satisfactory to the City, the Paying Agent and the Bond Registrar shall be given, then the City shall at the expense of the owner cause a new Series 2023 Bond of like tenor registered in the name of the owner to be authenticated by the Bond Registrar and delivered to the registered owner. If any such Series 2023 Bond shall have matured, instead of issuing a new Series 2023 Bond, the City may pay the same.

Section 7. Blank Series 2023 Bonds.

The City shall make all necessary and proper provisions for the transfer and exchange of the Series 2023 Bonds by the Bond Registrar and the City shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Series 2023 Bonds duly executed on behalf of the City, together with the certificate of validation pertaining thereto duly executed by the Clerk of the Superior Court of Camden County, as herein provided in order that the Bond

Registrar shall at all times be able to register and authenticate the Series 2023 Bonds at the earliest practicable time in accordance with the provisions of this Resolution.

Section 8. No Preference or Priority.

All the Series 2023 Bonds herein authorized to be issued are of equal rank and dignity without preference, priority or distinction as to lien or otherwise on the Net Revenues securing the payment thereof and interest thereon.

Section 9. Cancellation of Series 2023 Bonds.

If a Series 2023 Bond is paid, purchased in full or redeemed, either at or before maturity, it shall be delivered to the Bond Registrar when such payment, purchase or redemption is made, and the Series 2023 Bond shall thereupon be cancelled and shall not be reissued. All Series 2023 Bonds surrendered in any exchange or registration of transfer shall be canceled by the Bond Registrar and shall not be reissued. If a Series 2023 Bond is so cancelled, it shall be destroyed in accordance with the prevailing practice of the Bond Registrar and a permanent record of such destruction shall be kept by the Bond Registrar.

Section 10. Global Form; Securities Depository; Ownership of Series 2023 Bonds.

(a) Upon the initial issuance, the ownership of each Series 2023 Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. Initially, each maturity of the Series 2023 Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive Series 2023 Bonds from the Paying Agent evidencing their ownership interests. Except as provided in subsection (c) of this Section 10, the Series 2023 Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the City or to a nominee of such successor Securities Depository.

(b) With respect to Series 2023 Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the City, the Paying Agent and the Bond Registrar shall have no responsibility or obligation to any Participant or Beneficial Owner. Without limiting the foregoing, the City, the Paying Agent, the Bond Registrar and their respective affiliates shall not have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Participant with respect to any beneficial ownership interest in the Series 2023 Bonds;

(ii) the delivery to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Series 2023 Bonds; or

(iii) the payment to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal, premium, if any, or interest on the Series 2023 Bonds.

So long as any Series 2023 Bonds are registered in Book-Entry Form, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Series 2023 Bonds for all purposes whatsoever, including without limitation:

(i) the payment of principal, premium, if any, and interest on such series of Series 2023 Bonds;

(ii) giving notices of redemption and other matters with respect to such Series 2023 Bonds;

(iii) registering transfers with respect to such Series 2023 Bonds;

(iv) the selection of Series 2023 Bonds for redemption; and

(v) voting and obtaining consents under this Resolution.

So long as any Series 2023 Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal, premium, if any, and interest on the Series 2023 Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the bond register, and all such payments shall be valid and effective to fully discharge the City 's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2023 Bonds to the extent so paid.

(c) If at any time (i) the City determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) the Securities Depository notifies the City that it is unwilling or unable to continue as Securities Depository with respect to the Series 2023 Bonds, or (iii) the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the City within 90 days after the City receives notice or becomes aware of such condition, as the case may be, then this Section 10 shall no longer be applicable and the City shall execute and the Bond Registrar shall authenticate and deliver bonds representing the Series 2023 Bonds to the owners of the Series 2023 Bonds. Series 2023 Bonds issued pursuant to this paragraph (c) shall be registered in such names and Authorized Denominations as the Securities Depository, pursuant to instructions from the Participant or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such certificates representing the Series 2023 Bonds to the persons in whose names such Series 2023 Bonds are so registered on the business day immediately preceding the date of such exchange.

ARTICLE III

REDEMPTION OF SERIES 2023 BONDS BEFORE MATURITY

Section 1. Redemption.

The optional and mandatory redemption provisions applicable to the Series 2023 Bonds shall be determined by the City in a supplemental resolution adopted by the Board of Commissioners prior to the delivery of the Series 2023 Bonds.

Section 2. Purchase in Open Market.

Nothing herein contained shall be construed to limit the right of the City to purchase with any excess moneys the Series 2023 Bonds in the open market.

ARTICLE IV

CUSTODY AND APPLICATION OF PROCEEDS; CONSTRUCTION FUND

Section 1. Application of Series 2023 Bond Proceeds.

The Underwriter shall retain its discount and shall wire the proceeds of the Series 2023 Bonds to the Construction Fund Custodian for credit to the Construction Fund in order to pay the costs of the Series 2023 Project and the costs of issuing the Series 2023 Bonds.

Notwithstanding the foregoing, if the Mayor or Mayor Pro-Tem of the City shall determine that a different application of funds is required to carry out the intent of this Resolution, the different application of funds may be provided for in a supplemental resolution or the Mayor or Mayor Pro-Tem may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2023 Bonds.

Section 2. Construction Fund.

(a) A special trust fund is hereby created and designated as the "City of Kingsland, Georgia Construction Fund." All moneys deposited into the Construction Fund shall be held in trust by the Construction Fund Custodian separate from other deposits of the City.

The Construction Fund Custodian shall create on its books and records a special account for the Construction Fund to be designated the "Series 2023 Capital Improvement Account." As to any issue of Additional Bonds providing Construction Fund moneys, the Construction Fund Custodian shall establish a separate special account within the Construction Fund, each of which shall be designated as the "Series ______ Capital Improvement Account." Each account created in the Construction Fund is hereinafter referred to as a "Capital Improvement Account." Subject to paragraph (b) below, the moneys credited to a Capital Improvement Account shall be used and applied for the purpose of paying the cost of the Projects in accordance with the Engineering Report (if any), paying capitalized interest (if any) and paying the costs of issuing such Bonds that funded such Capital Improvement Account.

(b) Upon completion of the Projects and after payment of all expenses with respect thereto, all moneys credited to the related Capital Improvement Account may, at the direction of the City, be (i) credited to any other Capital Improvement Account and used to complete the Project with respect to which such Capital Improvement Account was created or (ii) credited to the Sinking Fund and used to pay debt service on the Bonds. Prior to such application, the City shall receive an opinion of nationally recognized bond counsel to the effect that such application will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any tax-exempt Bond.

(c) All payments from the Construction Fund shall be made by wire transfer or checks signed by the Construction Fund Custodian or an Authorized City Representative. Before any such transfers are made or any checks are signed, there shall be filed with the Construction Fund Custodian:

(i) A requisition for such payment stating each amount to be paid, the purpose of such obligation and the name of the person, firm or corporation to whom payment thereof is due; and

(ii) A certificate signed by such Authorized City Representative, attached to the requisition and certifying:

(A) That an obligation in the stated amount has been incurred by the City, the same is a proper charge against the Construction Fund and has not been paid or the subject of a previous requisition, and the bill or statement of account for such obligation is attached to the requisition or on file with the City;

(B) That the Authorized City Representative has no notice of any vendors, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or any security interest, which should be satisfied or discharged before such payment is made;

(C) That such requisition contains no item representing payment on account or any retained percentages which the City is, at the date of such certificate, entitled to retain;

(D) That insofar as such obligation was incurred for work, materials, supplies or equipment in connection with the undertaking, such work was actually performed, or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose;

(E) That insofar as such obligation was incurred in relation to work in connection with the issuance of Bonds, that such work was actually performed; and

(F) That no default exists under the Resolution.

(d) The City will do all things, and take all reasonable and prudent measures, necessary to continue construction with due diligence and to expend the moneys credited to each Capital Improvement Account in the Construction Fund as expeditiously as possible in order to assure the completion of the Projects for which such accounts were created, on the earliest practicable date, and will indemnify itself against the usual hazards incident to the construction of such Projects.

(e) All requisitions and certificates required by this Section shall be retained either by the Construction Fund Custodian or by the City, subject at all times to inspection by any bondowner.

Section 3. Investment of Construction Fund Moneys.

Any moneys held in the Construction Fund shall be invested or reinvested at the direction of the City in Permitted Investments.

ARTICLE V

REVENUES AND FUNDS;
PLEDGE OF SECURITY; ADDITIONAL BONDS; DEFEASANCE

Section 1. Funds.

(a) ***Revenue Fund***. All revenues arising from the ownership or operation of the System and properties in connection therewith as then existent and as thereafter added to, extended and improved shall be collected by the City or by its agents or employees and deposited promptly with the Revenue Fund Depository to the credit of a special trust fund which is hereby created and designated as "City of Kingsland, Georgia Revenue Fund" (the "Revenue Fund"), and the City shall continue to maintain the Revenue Fund as a special trust fund separate and apart from its other funds so long as any Bonds are outstanding and unpaid or until provision shall have been duly made for the payment thereof. Said revenues shall be disbursed from the Revenue Fund to the extent and in the following manner and order:

There shall first be paid from said Revenue Fund the reasonable and necessary costs of operating, maintaining and repairing the System, including salaries, wages, reasonably allocated overhead, the payment of any contractual obligations incurred pertaining to the operation of the System, the cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees and such other charges as may properly be made for the purpose of operating, maintaining and repairing the System in accordance with sound business practice, but before making provision for depreciation, interest expense and amortization.

The Net Revenues remaining in the Revenue Fund after the payment of the sums required or permitted to be paid under the provisions of the preceding paragraph are hereby pledged to the payment of the principal of and the interest on the Bonds and amounts owing to a provider of any Debt Service Reserve Surety Bond, Credit or Liquidity Facility or bond insurance policy as set forth herein. Said Net Revenues so pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against it, and against all parties having claims of any kind against it, whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether or not such parties have notice thereof.

(b) ***Sinking Fund***. There is hereby created a special trust fund designated as the "City of Kingsland, Georgia Sinking Fund" (the "Sinking Fund"). The Sinking Fund shall consist of two accounts which are to be held therein, the first of which is hereby created and designated as the "Debt Service Account," and the second of which is hereby created and designated as the "Reserve Account." The Sinking Fund shall be kept as a trust fund with the Sinking Fund Custodian separate from other deposits of the City.

A debt service reserve subaccount will not be established for the Series 2023 Bonds. As to any issue of Additional Bonds for which the City has determined that it is necessary or desirable to establish a debt service reserve for such Additional Bonds, the Sinking Fund Custodian shall establish a separate special subaccount within the Reserve Account, each of which shall be designated as the "Series ____ Reserve Subaccount." Each subaccount created in connection with the issuance of Additional Bonds is hereinafter referred to as a "Reserve Subaccount." Each Reserve Subaccount shall only secure the Bonds for which it was established. Each Reserve Subaccount shall be funded and replenished pro rata.

After there have been paid from the Revenue Fund the sums required or permitted to be paid pursuant to the provisions of paragraph (a) above, there shall be paid into the Debt Service Account for the purpose of paying the principal of and interest on the Bonds as the same become due and payable in the then current Sinking Fund Year, and taking into consideration moneys deposited in the Debt Service Account to be used to pay debt service, (i) on or before the 20th day of the month prior to an Interest Payment Date, the amount needed to pay the interest on the Bonds coming due on the next Interest Payment Date and (ii) on or before the 20th day of each August, the amount needed to pay the principal of the Bonds coming due on the next September 1, such payments to continue until sufficient funds are on hand in said Sinking Fund to pay all of the outstanding Bonds and the interest which will become due and payable thereon.

If the City shall determine that it is necessary or desirable to establish a Reserve Subaccount in connection with the issuance of Additional Bonds and such Reserve Subaccount is not funded with the proceeds of such Additional Bonds, there shall be deposited in the Reserve Subaccount as necessary substantially equal monthly payments sufficient to create within the Reserve Subaccount within 60 months from the date of issuance of any Additional Bonds a reserve equal to the Debt Service Reserve Requirement. If moneys are withdrawn from a Reserve Subaccount to pay any of the Bonds secured thereby, if the value of the investments declines to an amount less than the Debt Service Reserve Requirement, or if a Debt Service Reserve Surety Bond or a Credit or Liquidity Facility is drawn upon to pay any of the Bonds secured thereby, then such monthly deposits shall also include substantially equal monthly payments sufficient to (i) restore the amount withdrawn from the Reserve Subaccount, (ii) restore the value of investments to an amount equal to the Debt Service Reserve Requirement or (iii) reimburse the issuer of the Debt Service Reserve Surety Bond, in each case within 12 months. If a Credit or Liquidity Facility is drawn upon to pay any of the Bonds secured thereby, then such monthly deposits shall also include substantially equal monthly payments sufficient to reimburse the issuer of the Credit or Liquidity Facility in accordance with its terms. In the event of a drawdown on any Debt Service Reserve Surety Bond or any Credit or Liquidity Facility, such payments shall be made first, on a pro rata basis, to the issuers of the Debt Service Reserve Surety Bonds, then, on a pro rata basis, to the issuers of such Credit or Liquidity Facilities and then, to replenish any cash. Each Reserve Subaccount shall be funded and replenished pro rata.

The Debt Service Account shall be maintained for the purpose of paying (i) the interest on the Bonds as such interest becomes due and payable, (ii) the principal of the Bonds as same becomes due and payable, either at maturity or by proceedings for redemption or acceleration; (iii) the optional redemption price of Bonds before maturity at the price and under the conditions provided therefor in Article III hereof, (iv) the purchase price of Bonds in the open market, (v) the charges for paying the Bonds and interest thereon and the charges for the registration of the Bonds secured hereby and their transfer or exchange in accordance with the terms thereof, and (vi) any charges for investment services.

Each Reserve Subaccount shall be maintained for the purpose of paying the principal of and interest on the Bonds secured thereby falling due in any year as to which there are insufficient moneys in the Debt Service Account and as to which there would otherwise be a default or for the purpose of reimbursing an issuer of a Debt Service Reserve Surety Bond or a Credit or Liquidity Facility for a drawing thereon. Prior to drawing on any Debt Service Reserve Surety Bond, all other amounts on deposit in the Reserve Subaccount, if any, shall have been expended. The Paying Agent shall deliver the demand for payment (if any) required by the issuer of any Debt Service Reserve Surety Bond or Credit or Liquidity Facility at the time and in the manner required. In determining the amount on deposit in a Reserve Subaccount, there shall be taken into account the amount available under any Debt Service Reserve Surety Bond. In the event there is more than one Debt Service Reserve Surety Bond credited to a Reserve Subaccount and there is a drawdown, such Debt Service Reserve Surety Bonds shall be drawn upon on a pro rata basis.

It is expressly provided that if on the 2nd day of September in any year (or any other valuation date deemed more appropriate by the City (the "Valuation Date") there are on deposit in a Reserve Subaccount moneys or securities (such securities to be valued at their market value plus accrued interest thereon to the Valuation Date) the aggregate amount of which, together with the amounts available under the Debt Service Reserve Surety Bond, are in excess of the Debt Service Reserve Requirement, such excess moneys and securities shall be withdrawn therefrom by the Sinking Fund Custodian and immediately deposited into the Revenue Fund provided that no default has occurred and is continuing hereunder. Such moneys shall be used by the City in accordance with this Resolution for any purpose that does not adversely affect the exclusion from gross income for federal income tax purposes of interest on any outstanding tax-exempt Bond.

A Reserve Subaccount may be funded by depositing a Debt Service Reserve Surety Bond (i) from a provider that has a rating at the time of issuance of such Debt Service Reserve Surety Bond equal to or higher than the rating on the Bonds secured thereby, (ii) that has a term not less than the final maturity date of the Bonds secured thereby (or may be drawn upon in full upon its expiration date if a substitute letter of credit or surety bond is not in place prior to its expiration date) and (iii) that is payable on any Interest Payment Date in an amount equal to any portion of the balance then required to be maintained within the Reserve Subaccount. Before any such Debt Service Reserve Surety Bond is substituted for cash or deposited in lieu of cash in the Reserve Subaccount, there shall be filed with the Sinking Fund Custodian (A) an opinion of nationally recognized bond counsel to the effect that such substitution or deposit will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any outstanding Bond, and (B) the Debt Service Reserve Surety Bond issued to fulfill the obligation to fund the Reserve Subaccount, together with an opinion of counsel to the issuer of the Debt Service Reserve Surety Bond to the effect that the Debt Service Reserve Surety Bond is valid and enforceable in accordance with its terms. Notwithstanding anything to the contrary contained in this Resolution, this Resolution may be amended without notice to or the consent of the owners of the Bonds to provide for any additional provisions required by the issuer(s) of such Debt Service Reserve Surety Bond; provided, however, that there shall be first delivered an opinion of nationally recognized bond counsel to the effect that such additional provisions are not materially adverse to the rights or security of the owners of the Bonds. Nothing in this

Resolution shall be construed as requiring the City to create or fund a Reserve Subaccount in connection with the issuance of Additional Bonds.

If, in any month, the amounts required to be paid in order to comply with the provisions of this paragraph (b) shall not be paid in full, any deficiency will be added to and shall be a part of the amount required to be paid in the next succeeding month.

(c) ***Policy Costs.*** After there have been paid from the Revenue Fund the sums described above and so long as the applicable bond insurance policy is in effect, the issuer of such bond insurance policy is honoring its obligations thereunder and an insurer default has not occurred and is not continuing, there will be paid from the Revenue Fund such payments to the bond insurers as may be required to repay any amounts owed to the bond insurers that have not been paid to the bond insurers as a subrogee to the owners of the insured Bonds.

(d) ***Subordinate Debt.*** After there have been paid from the Revenue Fund the sums required or permitted to be paid pursuant to the provisions of paragraphs (a), (b) and (c) above, there shall next be paid from the Revenue Fund such payments as may be required to repay Subordinate Debt.

(e) ***Renewal and Extension Fund.*** A special trust fund is hereby created and designated as the "City of Kingsland, Georgia Renewal and Extension Fund." All moneys deposited into the Renewal and Extension Fund shall be held in trust by the Renewal and Extension Fund Depository separate and apart from other funds of the City.

After there have been paid from the Revenue Fund the sums required or permitted to be paid pursuant to the provisions of paragraphs (a), (b), (c) and (d) above and after building up a working capital reserve in such amount as deemed appropriate by the City in the Revenue Fund, there shall next be paid from the Revenue Fund into the Renewal and Extension Fund all the money remaining in the Revenue Fund. Expenditures shall be made from the Renewal and Extension Fund for the purpose of:

(i) Paying operating expenses relating to the System;

(ii) Making debt service payments on the Bonds;

(iii) In case of an emergency having a major effect upon the System caused by some extraordinary occurrence which makes it necessary to use the funds of the System for the alleviation or removal of such effects and an insufficiency of money exists in the Revenue Fund to meet such emergency;

(iv) Making replacements, additions, extensions and improvements to the System and paying the cost of any engineering studies, surveys or plans and specifications pertaining to future development or expansion of the System;

(v) Transfers to the Sinking Fund or an escrow agent for the purpose of redeeming Bonds, defeasing Bonds or acquiring Bonds by purchase in the open market; or

(vi) Paying any issuer of any Debt Service Reserve Surety Bond interest on amounts drawn under such surety bond and payment to the issuer of any Credit or Liquidity Facility the costs for any such facility.

Section 2. Rate Covenant.

The City has placed into effect a schedule of rates, fees and charges for the services, facilities and commodities furnished by the System and as often as it shall appear necessary the City shall revise and adjust such schedule of rates, fees and charges for the services, facilities and commodities of the System to the extent necessary to produce funds sufficient to:

(a) operate, maintain and repair the System on a sound businesslike basis;

(b) maintain the Debt Service Account in the amount required to discharge the payments of the principal of and the interest on the Bonds as the same become due and payable;

(c) maintain the Debt Service Reserve Requirement in the Reserve Account;

(d) pay amounts owing to an issuer of a Debt Service Reserve Surety Bond or a Credit or Liquidity Facility; and

(e) pay all other amounts owing under this Resolution.

Without limiting the foregoing, the City shall set the schedule of rates, fees and charges for the services and facilities of the System so as to produce a Debt Service Coverage Ratio of least 1.25x in the current Fiscal Year.

The rates, fees and charges shall be classified in a reasonable manner to cover users of the services and facilities furnished by the System so that as near as practicable such rates, fees and charges shall be uniform in application to all users falling within any reasonable class. Subject to existing agreements and subject to State law, the City will undertake within its health powers or such other applicable powers now or hereafter provided by law, to require the owners of all improved property within the System service area to be charged based on the measure of impervious surfaces or hard surfaces on their properties, provided that there is sufficient capacity in the System to provide adequate service.

In the event the City shall fail to adopt a schedule or schedules of rates, fees and charges, or to revise its schedule or schedules of rates, fees and charges, in accordance with the provisions of this Section, any bondholder without regard to whether any "event of default," as defined in Article VIII of this Resolution, shall have occurred, may institute and prosecute in any court of competent jurisdiction in the State, an appropriate action to compel the City to adopt a schedule or schedules of rates, fees and charges or to revise its schedule or schedules of rates, fees and charges in accordance with the requirements of this Section.

Section 3. Additional Bonds.

No other obligations of any kind or nature shall hereafter be issued which are payable from or enjoy a lien on the Net Revenues prior to the lien thereon securing the payment of the Bonds. It is expressly provided, however, that Additional Bonds may be issued by the City from time to time for any lawful purpose, and if such Additional Bonds are issued, such Additional Bonds shall rank as to lien on the Net Revenues on a parity with the lien thereon securing the payment of the Series 2023 Bonds, provided all of the following conditions are met:

(a) None of the Series 2023 Bonds or any Additional Bonds then outstanding are in default as to principal and interest and the City is in material compliance with this Resolution.

(b) The payments covenanted to be made into the Debt Service Account and the Reserve Account must be currently being made in the full amount as required and such accounts must be at their proper respective balances.

(c) The City shall satisfy one of the following:

(i) The Certifying Officer shall have certified that (A) for a period of 12 full consecutive calendar months out of the 18 consecutive calendar months preceding the month of the adoption of proceedings for the issuance of such Additional Bonds or (B) for the most recent audited Fiscal Year, the Debt Service Coverage Ratio for each of the five full Fiscal Years next following the earlier of (1) the end of the period during which interest on the Additional Bonds is to be capitalized, or if no interest on the Additional Bonds is to be capitalized, the Fiscal Year in which the Additional Bonds are issued or (2) the date on which substantially all the Projects financed with such Additional Bonds are expected to be placed into service, shall not be less than 1.25x. If a new schedule of rates and charges has been adopted for the services, facilities and commodities furnished by the System, the Certifying Officer may take such additional revenues into account in the foregoing certification.

(ii) The Certifying Officer shall have certified that the projected Debt Service Coverage Ratio for each of the five full Fiscal Years next following the earlier of (A) the end of the period during which interest on the Additional Bonds is to be capitalized, or if no interest on the Additional Bonds is to be capitalized, the Fiscal Year in which the Additional Bonds are issued or (B) the date on which substantially all the Projects financed with such Additional Bonds are expected to be placed into service, shall not be less than 1.30x.

(iii) (A) the Additional Bonds are being issued to refund other Bonds, (B) the final maturity of the Additional Bonds is not extended past the maturity of the Bonds being refunded and (C) the average annual debt service of the Additional Bonds does not exceed the average annual debt service on the Bonds being refunded.

(d) The City shall pass proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Additional Bonds and shall provide in such proceedings that such Additional Bonds shall be secured under and pursuant to this Resolution. Any such Additional Bonds may be issued under or pursuant to a trust indenture and, in such event, the proceedings authorizing the issuance of such Additional Bonds shall make appropriate provisions for the transfer of moneys on deposit in the Sinking Fund to the trustee in sufficient time for the payment of debt service on such Additional Bonds; but nothing contained herein shall require the Sinking Fund to be held by such trustee. In the event Additional Bonds are secured hereunder and issued pursuant to a trust indenture, the trustee thereunder shall for purposes of this Resolution, in accordance with the provisions of such trust indenture, exercise the rights and remedies of the owners of such Additional Bonds. It shall not be necessary that the interest and principal and payment dates or redemption provisions for such Additional Bonds correspond with the provisions of any other Bonds. Any Credit or Liquidity Facility related to any Additional Bonds may secure only such Additional Bonds and not any other Bonds issued hereunder. Any such proceeding or proceedings shall ratify and reaffirm, by reference, all of the applicable terms, conditions and provisions of this Resolution.

(e) Any proposed Variable Rate Additional Bonds shall specify a maximum interest rate. If any such Variable Rate Additional Bonds so issued provide for the mandatory redemption or purchase of such Additional Bonds at the option of owner, a Credit or Liquidity Facility may be provided at or prior to the issuance of such Variable Rate Additional Bonds to support the City's obligations for any such mandatory redemption or purchase. The failure of any such Credit or Liquidity Facility to purchase any such Variable Rate Additional Bonds shall not be a default under this Resolution, and shall not cause an acceleration of such Variable Rate Additional Bonds or Bonds issued pursuant to this Resolution.

(f) Such Additional Bonds and all proceedings relative thereto, and the security therefor, shall be validated as prescribed by law.

(g) The City shall determine if it is necessary or desirable to establish a Reserve Subaccount for such Additional Bonds.

Section 4. Defeasance.

When the Sinking Fund Custodian, the Paying Agent or an escrow agent has sufficient moneys or Government Obligations, which, without any reinvestment thereof, will (based upon a verification report of an independent certified public accountant or firm thereof) provide for the payment of Bonds of any series and the interest due or to become due thereon, and any premium required to be paid should such Bonds be called for redemption, the Bonds shall be deemed to be paid. Upon such deposit of moneys or Government Obligations, the owners of such Bonds shall no longer be entitled to the benefits of the security afforded by this Resolution and such Bonds shall, except for the purposes of registration, exchange and transfer, no longer be deemed outstanding hereunder. This Resolution shall not terminate until all amounts owed to the issuer of any Debt Service Reserve Surety Bond or Credit or Liquidity Facility have been paid.

Section 5. Lien on Funds.

The moneys and securities held in the Funds are hereby pledged to the payment of the principal of and the interest on the Bonds and amounts owing to a provider of any Debt Service Reserve Surety Bond, Credit or Liquidity Facility or bond insurance policy as set forth herein; provided, however, that amounts in each Reserve Subaccount shall only be pledged to secure the series of Bonds for which it was established. Said moneys and securities shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the City, and against all parties having claims of any kind against the City, whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether or not such parties have notice thereof.

Section 6. Sinking Fund Investments.

Moneys on deposit in the Sinking Fund shall be invested in Sinking Fund Investments; provided, however, moneys on deposit in the Reserve Account derived from Bond proceeds shall be invested only in Sinking Fund Investments that are also Permitted Investments. All investments in the Sinking Fund shall mature or be redeemable at the option of the holder within five years.

Section 7. Revenue Fund and Renewal and Extension Fund Investments.

Moneys in the Revenue Fund and the Renewal and Extension Fund shall be invested in any investment authorized by the laws of the State.

ARTICLE VI

DEPOSITORIES OF MONEYS AND SECURITIES FOR DEPOSITS; DEPOSITORIES AND CUSTODIANS; PAYING AGENT AND BOND REGISTRAR

Section 1. Depositories of Money and Security for Deposits.

(a) All moneys received by the City under the terms hereof shall, subject to the giving of security as hereinafter provided, be deposited with the proper depository or custodian in the name of the City. All moneys deposited with the depositories and custodians shall be applied in accordance with the terms and for the purposes set forth in this Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the City.

(b) All moneys on deposit in the Funds shall be secured by (a) the State of Georgia Secure Deposits Program, or any successor thereto or (b)(i) the Federal Deposit Insurance Corporation, or any successor thereto or (ii) a pledge of obligations (A) authorized by O.C.G.A Section 50-17-59 or (B) issued or guaranteed by the United States of America in an amount of such deposit not insured by the Federal Deposit Insurance Corporation, or any successor thereto.

Section 2. Appointment of Paying Agent and Bond Registrar; Removal.

U.S. Bank Trust Company, National Association is hereby designated as the Paying Agent and Bond Registrar for the Series 2023 Bonds. The City may, from time to time, designate a successor Paying Agent and Bond Registrar. The Paying Agent and the Bond Registrar may resign or be removed by the City. Before any such resignation or removal shall become effective, a successor Paying Agent or Bond Registrar, as the case may be, shall be appointed by the City and shall have accepted its duties in writing.

Section 3. Duties of Paying Agent and Bond Registrar.

(a) The Paying Agent shall perform the duties imposed upon the paying agent under this Resolution, including the following:

(i) hold all moneys delivered to it in trust for the benefit of the owners of the Bonds;

(ii) pay the principal of and interest on the Bonds as the same become due with the moneys provided therefor;

(iii) draw on any Credit or Liquidity Facility or any Debt Service Reserve Surety Bond in a timely fashion;

(iv) effect any optional or mandatory redemptions of the Bonds;

(v) keep such books and records as shall be consistent with customary industry practice that shall accurately reflect the transaction hereunder and to make such books and records available for inspection by the City at all reasonable times;

(vi) deliver any notices required by the Resolution to be delivered by the Paying Agent as paying agent; and

(vii) perform all other duties of the Paying Agent as paying agent, under the Resolution.

The City and the Paying Agent may execute a paying agent agreement in order to further define the Paying Agent's obligations hereunder.

(b) The Bond Registrar shall perform the duties imposed upon the bond registrar and authenticating agent under this Resolution, including the following:

(i) authenticate the Bonds and safekeep the Bonds authenticated until the time specified for delivery;

(ii) deliver authenticated Bonds in accordance with an authentication order;

(iii) keep such books and records as shall be consistent with customary industry practice that shall accurately reflect the transaction hereunder and to make such books and records available for inspection by the City at all reasonable times;

(iv) deliver any notices required by the Resolution to be delivered by the Bond Registrar as bond registrar or authenticating agent;

(v) transfer and exchange Bonds as provided by the Resolution; and

(vi) perform all other duties of the Bond Registrar as bond registrar and authenticating agent under the Resolution.

The City and the Bond Registrar may execute a registrar agreement in order to further define the Bond Registrar's obligations hereunder.

Section 4. Appointment of Custodians and Depositories; Removal and Resignation.

Ameris Bank is hereby designated as the Revenue Fund Depository and the Renewal and Extension Fund Depository. U.S. Bank Trust Company, National Association is hereby designated as the Construction Fund Custodian and the Sinking Fund Custodian. The City may, from time to time, designate a successor custodian or depository. A custodian or depository may resign or be removed by the City. Before any such resignation or removal shall become effective, a successor custodian or depository, as the case may be, shall be appointed by the City and shall have accepted its duties in writing.

The City and a depository or custodian may execute a custodial agreement in order to further define the depository's or custodian's obligations hereunder.

Section 5. Administrative Fees and Expenses.

The City shall pay to the custodians and depositories and the Paying Agent and Bond Registrar appointed in accordance with the terms of this Resolution, and to their successors and assigns, their reasonable fees and reasonable expenses for serving under this Resolution.

ARTICLE VII

PARTICULAR COVENANTS

Section 1. Payment; Limited Obligations.

The City shall promptly pay the principal of and interest on the Bonds issued hereunder and secured hereby at the place, on the dates and in the manner herein, and in the Bonds specified, and any premium required for the redemption of the Bonds, according to the true intent and meaning thereof.

The Bonds are special limited obligations of the City and are secured by and payable solely from a first lien on and pledge of the Net Revenues and the moneys and securities held in the Funds as herein provided. The Bonds do not constitute a charge, lien or encumbrance, legal or equitable, on any other property of the City. **THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE CITY.**

Section 2. Rules and Regulations.

The City has and will continue to enforce reasonable rules and regulations governing the System and the operation thereof. The City covenants that all compensation, salaries, fees and wages paid by it in connection with the operation, repair and maintenance of the System will be reasonable, that no more persons will be employed by it than are necessary, that it will operate same in an efficient and economical manner, that it will at all times maintain the System in good repair and in sound operating condition, that it will make all necessary repairs, renewals and replacements, and that it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to such undertaking and enterprise.

Section 3. Liens; Easements.

The City has not created any other lien on the Net Revenues. The City shall not create nor suffer to be created any lien, security interest or charge upon the Net Revenues, ranking equally with or prior to the lien and charge herein created upon the Net Revenues. The City shall not create nor suffer to be created any lien, security interest or charge upon the System. The City shall pay, or cause to be discharged, or will make adequate provisions to satisfy and discharge within 60 days after the same shall accrue, all lawful claims and demands which, if unpaid, might by law become a lien upon the System; provided, however, that nothing contained in this Section shall require the City to pay, or cause to be discharged, or make provisions for, any such lien, security interest or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

If no event of default hereunder shall have happened and be continuing and provided there shall be no material adverse effect on the Net Revenues, the City may at any time or times cause to be granted easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the System and such grant will be free from the lien or security interest of this Resolution or the City may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the System with or without consideration.

Section 4. Sale of Assets.

Except as otherwise permitted in this Resolution, the City will not sell or otherwise dispose of the System or any integral part thereof, except that it may sell the System as a whole, or substantially as a whole if the proceeds of such sale are at least sufficient to provide for the payment of all Bonds secured by this Resolution, and any interest accrued or to accrue thereon, and that the proceeds of any such sale are deposited in trust and applied by the City to the extent necessary to purchase or redeem the Bonds. Nothing contained herein, however, shall preclude (a) sales in the ordinary course of business or (b) a sale of a part of the System where the sale would not, in any way, materially adversely affect the Net Revenues as certified by the Consulting Engineers. Prior to such a sale, the City shall receive an opinion of nationally recognized bond counsel to the effect that such application will not adversely affect the exclusion from gross income for federal income tax purposes on any tax-exempt Bond.

Notwithstanding anything in this Resolution to the contrary, in the event that the City shall consolidate with Camden County, Georgia (the “County”), such consolidated entity may continue to operate the System in its present form or may consolidate the System with the water and sewer system owned and operated by the County (the “County System”); provided that (i) the consolidated entity shall continue to operate the System, in accordance with this Resolution and satisfy all of its other obligations under this Resolution, (ii) such consolidated entity shall, by appropriate proceedings, agree to be bound by all of the terms of this Resolution, (iii) at the time of such consolidation, no Event of Default shall have occurred and be continuing, nor shall any Event of Default (or any event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) occur as a result of such consolidation, and (iv) in the event that the System is consolidated with the County System into a combined system, a firm of independent certified public accountants or municipal finance advisors shall have certified that (A) for a period of 12 full consecutive calendar months out of the 18 consecutive calendar months preceding the month in which proceedings for the consolidation of the City and the County are adopted or (B) for the most recent audited fiscal year of the City, the Maximum Annual Debt Service Coverage Ratio (including in the calculation of the Debt Service Requirement the annual debt service payable on any outstanding indebtedness of the County System holding a lien on the gross revenues derived from the ownership or operation of the County System (the “County Net Revenues”) and including in the calculation of Net Revenues the County Net Revenues), shall not be less than 1.25.

Section 5. Insurance.

The City will cause to be bonded its employees or agents handling funds of the System in amounts considered necessary and adequate for its protection and it shall procure and maintain insurance on the System of the kinds and in the amounts normally carried by private companies or other governmental entities or agencies engaged in the operation of similar properties. Such insurance may provide reasonable and customary deductibles. Such insurance shall be purchased from a responsible insurance company or companies authorized and qualified to do business in the State. If the City is unable to obtain such insurance legally or on reasonable and customary terms, the City will maintain self-insurance to the extent required above. The proceeds of such fire and property damage policies are hereby pledged as security for the Bonds, but shall be available for and shall, to the extent necessary and desirable, be applied to the repair and replacement of the damaged or destroyed property and may be pledged on a parity basis as security for any revenue bonds issued by the City. In the event the proceeds of such policies are not used for that purpose, then same shall be deposited in the Renewal and Extension Fund; provided, however, that all such repairs or replacements shall be made in all instances whereby failure to do so would materially adversely affect the revenues of the System. Proceeds from the fidelity bonds on employees and agents shall be paid into the appropriate fund. All insurance policies and fidelity bonds shall be open to the inspection of the bondholders or their duly authorized representatives at all reasonable times.

Section 6. Separate Accounts.

The City shall keep the Funds and accounts of the System separate from all other funds and accounts of the City, or any of its departments, and no payment will be made from the revenues derived from the System which is not properly payable from such revenues. The City shall keep accurate records and accounts of all items of cost and all expenditures relating to the System, and of the revenues collected and the application thereof, and shall keep said records and accounts with respect to the physical properties in such manner that it will be possible at all times to identify both the amounts and the items of all additions and retirements. Such records and accounts shall be open to the inspection of all interested persons.

Section 7. Financial Statements.

The City shall cause to be included in its financial statements a statement of the income and expenditures of the System for such Fiscal Year and a balance sheet of the System as of the end of such Fiscal Year. The City shall prepare its financial statements in accordance with generally accepted accounting principles to the extent possible and shall cause an annual audit to be made of its financial statements by an independent certified public accountant or firm thereof selected by the City.

Section 8. Tax Covenants.

The City agrees to do all things necessary to maintain the tax-exempt status of any tax-exempt Bonds and not to do anything that would adversely affect such tax-exempt status.

Section 9. Continuing Disclosure.

The City hereby covenants for the benefit of the owners of the Bonds and the Underwriter of the Bonds to comply with its obligations under any Disclosure Agreement executed in connection with Rule 15c2-12 of the Securities and Exchange Commission. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Resolution shall be an action to compel performance.

Section 10. Combining Other Utilities with System.

The City hereby reserves the right to combine other utilities with the System provided that the City can satisfy the test for the issuance of Additional Bonds set forth in Article V, Sections 3(c)(i) or (ii).

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 1. Events of Default.

Each of the following events is hereby declared an "event of default", that is to say, if: (a) payment of the principal of and any redemption premium on any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption, or (b) payment of any installment of interest shall not be made when the same becomes due and payable, or (c) the City shall, for any reason, be rendered incapable of fulfilling its obligations hereunder, or (d) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Resolution, on the part of the City to be performed, and such default shall continue for 30 days after written notice, specifying such default and requiring same to be remedied, shall have been given to the City by any bondholder; provided, however, if the default stated in the notice cannot be corrected within such 30-day period, it shall not be a default hereunder if the City shall institute corrective action and diligently pursue it until the default is cured.

Section 2. Acceleration.

Upon the happening and continuance of any event of default specified in Section 1 of this Article, then and in every such case the owners of not less than a majority of the principal amount of outstanding Bonds may, by a notice in writing to the City, declare the principal of all of the Bonds then outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything in the Bonds or herein contained to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bonds shall have been so declared to be due and payable, all arrears of interest, if any, upon the Bonds then outstanding, and all other indebtedness secured hereby, except the principal of and interest on any Bonds not then due by their terms, and the interest accrued on such Bonds since the last interest payment date, shall have been paid, or shall have been provided for by deposit with the Paying Agent for such Bonds of a sum sufficient to pay the same, and every other default in the observance or performance of any covenant, condition or agreement in the Bonds, or herein contained, shall be made good, or provisions therefor satisfactory to such bondholders shall have been made, then and in every such case the owners of not less than a majority of the principal amount of outstanding Bonds may, by written notice to the City, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to, or affect, any subsequent default or impair any right consequent thereto.

Section 3. Remedies.

Upon the happening and continuance of any event of default, as provided in Section 1 of this Article, then and in every such case any bondholder may proceed, subject to the provisions of Section 5 of this Article, to protect and enforce the rights of the bondholders hereunder by a suit, action or special proceedings in equity, or at law, for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted, or for the enforcement of any proper legal or equitable remedy as such bondholder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

Section 4. Restoration.

In case any proceeding taken by any bondholder on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such bondholder, then and in every such case the City and the bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the bondholders shall continue as though no such proceedings had been taken.

Section 5. Equal Benefit.

No one, or more, owners of the Bonds secured hereby shall have any right in any manner whatever by his or their action to affect, disturb, or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Bonds.

Section 6. Non Exclusivity of Remedies.

No remedy herein conferred upon the bondholders is intended to be exclusive of any other remedy, or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute.

Section 7. No Waiver.

No delay or omission of any bondholder to exercise any right or power accruing upon any default occurring and continuing as aforesaid, shall impair any such default or be construed as an acquiescence therein and every power and remedy given by this Article to be owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 8. Surety Defaults.

No failure to reimburse a provision of a Debt Service Reserve Surety Bond for any draw thereunder shall permit the issuer of such Debt Service Reserve Surety Bond to (a) accelerate any Bonds issued pursuant to this Resolution or (b) pursue any remedy which would adversely affect the owners of the Bonds.

ARTICLE IX

SUPPLEMENTAL PROCEEDINGS

Section 1. Adoption of Supplemental Proceedings.

The City may, from time to time and at any time, with the consent of the bondholders of a majority in aggregate principal amount of Bonds outstanding, adopt such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution or in the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting: (a) the extension of the maturity of any Bond issued hereunder, (b) the reduction in the principal amount of any Bond or the alteration of the rate or rates of interest thereon or any other modification of the terms of payment of such principal or interest, (c) the reduction of the percentage of the principal amount of Bonds required for consent to such supplemental resolution or (d) the creation of any lien on the Net Revenues of the System prior to or superior to the lien created as the security for the payment of the Bonds without the consent of all the Bonds outstanding. A modification or amendment of the provisions with respect to the Sinking Fund is not to be deemed a change in the terms of payment.

Nothing herein contained, however, shall be construed as making necessary the approval by the bondholders of any supplemental resolution (a) to cure any ambiguity or formal defect or omission in this Resolution or in any supplemental proceedings, (b) to provide for the issuance of Additional Bonds in accordance with the terms of this Resolution (including, without limitation the addition of events of default and remedies relating to any Additional Bonds hereafter incurred by the City), (c) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders by the City, (d) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof, (e) to provide for the deposit into the Reserve Account of a Debt Service Reserve Surety Bond as more fully provided in Article V, (f) to modify, amend or supplement this Resolution or any proceedings supplemental hereto in such manner as to permit the qualification of this Resolution under the Trust Indenture Act of 1939 or any federal statute hereinafter in effect, (g) to make any modification or amendment of this Resolution required in order to make the Bonds eligible for acceptance by the Securities Depository or to permit the issuance of the Bonds or interests therein in book-entry form, (h) to modify any of the provisions of this Resolution in any respect provided that such modification shall not be effective until after the Bonds outstanding immediately prior to the effective date of such supplemental resolution shall cease to be outstanding and further provided that any Bonds issued contemporaneously with or after the effective date of such supplemental proceedings shall contain a specific reference to the modifications contained in such subsequent proceedings or (i) to make any other changes that in the opinion of counsel are not materially adverse to the interests of the bondholders.

Section 2. Notice.

After any supplemental resolution requiring the consent of the bondholders shall have been adopted, the City shall cause a notice of the adoption of such supplemental resolution to be mailed, postage prepaid, to all registered owners of Bonds appearing on the bond registration book kept by the Bond Registrar.

Section 3. Required Approval.

No supplemental resolution requiring the consent of the bondholders shall become effective unless the requisite number of owners shall have filed with the City within three months after the date of adoption of such supplemental resolution properly executed instruments approving the adoption of such supplemental resolution, each such instrument to be accompanied by proof of ownership of the Bonds to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 6 of this Article.

Section 4. Legal Action.

(a) Any action or proceeding in any court objecting to such supplemental resolution or to any of the terms and provisions therein contained or the operation thereof, or in any manner questioning the propriety of the adoption thereof or the execution by any bondholder of any instrument purporting to approve the adoption of such supplemental resolution, or to enjoin or restrain the City from taking any action pursuant to the provisions thereof, must be commenced within 30 days after the City shall have determined that the adoption of such supplemental resolution has been duly approved.

(b) Upon the expiration of such 30-day period, or, if any such action or proceedings shall be commenced, upon any judgment or decree sustaining such supplemental resolution becoming final, this Resolution and any supplemental resolutions shall be, and be deemed to be, modified and amended in accordance with such supplemental resolution, and the respective rights, duties and obligations under this Resolution and any supplemental resolution and all owners of outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject, in all respects, to such modifications and amendments.

Section 5. Incorporation.

Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of this Resolution and all conditions of this Resolution for any and all purposes, and shall be effective as to all owners of Bonds then outstanding and no notation or legend of such modifications and amendments shall be required to be made thereon.

Section 6. Proof of Ownership.

Any request, waiver, direction, consent or other instrument required by this Resolution to be signed or executed by bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, or of the written appointment of such agent, and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the City with regard to any action taken under such instrument:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The fact of the ownership of the Bonds shall be determined and proved by reference to the bond registration book kept by the Bond Registrar for such issue of Bonds and the City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

Any request or consent of the owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the City in pursuance of such request or consent.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. Severability.

In case any one or more of the provisions of this Resolution, or the Bonds issued hereunder, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 2. Resolution Constitutes a Contract.

The provisions of this Resolution shall constitute a contract by and between the City, any issuer of a Debt Service Reserve Surety Bond or bond insurance policy, any issuer of a Credit or Liquidity Facility and the owners of the Bonds authorized to be issued hereunder, and after the issuance of the Series 2023 Bonds this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds, nor shall the City pass any proceedings in any way adversely affecting the rights of such owners or issuers, so long as any of the Bonds authorized by this Resolution, or the interest thereon, shall remain unpaid or any amounts are owed to such issuers; provided, however, that this covenant shall not be construed as prohibiting modifications hereof or amendments hereto to the extent and in the manner as provided in Article IX hereof.

Section 3. Validation.

The Series 2023 Bonds herein authorized shall be validated in the manner provided by law, and to that end notice of the adoption of this Resolution and a copy thereof shall be served upon the District Attorney in order that proceedings for the above purpose be instituted in the Superior Court of Camden County.

Section 4. Authorization of Preliminary Official Statement.

The distribution of the Preliminary Official Statement is hereby authorized. The execution of a certificate deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 is hereby authorized. The Certificate shall be executed by the Mayor or Mayor Pro-Tem of the City.

Section 5. General Authority; Ratification.

The Mayor and Mayor Pro-Tem of the City are hereby authorized to execute and deliver all other documents and certificates necessary to effect the transactions contemplated by this Resolution and to make covenants on behalf of the City. All actions heretofore taken and all documents heretofore executed in connection with the transactions contemplated by this Resolution are hereby ratified and approved. If the Mayor or the Clerk is unable or unwilling to carry out the transactions contemplated by the terms of this Resolution or to execute any documents authorized herein, including but not limited to the Bonds, the Mayor Pro-Tem or Assistant Clerk are hereby authorized to act/sign on behalf of the Mayor and Clerk, respectively.

Section 6. Waiver of Bond Audit.

The City elects not to conduct the audit referred to in O.C.G.A. Section 36-82-100.

Section 7. Repealer; Effective Date.

Any and all resolutions or parts thereof in conflict with this Resolution this day adopted be and the same are hereby repealed. This Resolution shall be in full force and effect from and after its adoption.

Adopted and approved this May 8, 2023.

CITY OF KINGSLAND, GEORGIA

By:_______________________________________
Mayor

(SEAL)

Attest:

By:_________________________________
Clerk

EXHIBIT A

[FORM OF SERIES 2023 BOND]

No. R-___ $________________

UNITED STATES OF AMERICA
STATE OF GEORGIA
CITY OF KINGSLAND, GEORGIA
WATER AND SEWERAGE REVENUE BOND,
SERIES 2023

BOND DATE:	MATURITY DATE:	INTEREST RATE:	CUSIP:
July 17, 2023	September 1, 20__	______%	___________

FOR VALUE RECEIVED, the City of Kingsland, Georgia (the "City"), a municipal corporation of the State of Georgia, hereby promises to pay solely from the special fund provided therefor, as hereinafter set forth, to Cede & Co., as nominee of The Depository Trust Company ("DTC"), or registered assigns, the principal sum set forth above on the date set forth above, and interest on the principal amount at the rate per annum set forth above (computed on the basis of a 360-day year comprised of twelve 30-day months) from the Interest Payment Date (hereinafter defined) next preceding this bond's date of authentication to which interest has been paid (unless the date of authentication is an Interest Payment Date, in which case from such Interest Payment Date, unless the date of authentication is after a Record Date (defined below) but before an Interest Payment date, in which case from the next Interest Payment Date, or unless the date of authentication is before the first Interest Payment Date, in which case from the date of original issuance), until the payment of the principal amount hereof. The interest on this bond shall be paid on March 1 and September 1 of each year, commencing on March 1, 2024 (each an "Interest Payment Date") to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a "Record Date"). This bond shall initially be issued in book-entry form ("Book-Entry Form"). As long as this bond is held in Book-Entry Form, the principal of and interest on this bond shall be paid in accordance with the rules of DTC or a successor securities depository (the "Securities Depository"). In the event that this bond is no longer held in Book-Entry Form, the principal of and interest on this bond shall be paid in the manner described in the Resolution (hereinafter defined).

This bond is one of a duly authorized issue of the City of Kingsland, Georgia Water and Sewerage Revenue Bonds, Series 2023 (the "Series 2023 Bonds"). The Series 2023 Bonds are being issued for the purpose of (a) making certain improvements to the System and (b) paying the costs of issuing the Series 2023 Bonds. The Series 2023 Bonds are issued under the authority of the Constitution and laws of the State of Georgia, including the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended) and were duly authorized by a resolution of the Mayor and

Council of the City adopted on May 8, 2023, as supplemented on June 19, 2023 (the "Resolution"). Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Resolution. The Series 2023 Bonds are secured by a first lien on the Net Revenues of the System. The City may issue, under certain terms and conditions as provided in the Resolution, additional revenue bonds, and if issued such additional revenue bonds will rank on parity as to lien on the Net Revenues with the lien securing the payment of the Series 2023 Bonds. Reference to the Resolution is hereby made for a complete description of the fund charged with, and pledged to, the payment of the principal of and the interest on the Series 2023 Bonds, the nature and extent of the security therefor, a statement of rights, duties and obligations of the City, the rights of the owners of the Series 2023 Bonds, and the terms and provisions under which additional revenue bonds may be issued, to all the provisions of which the owner hereof, by the acceptance of this bond, assents.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until this bond shall have been authenticated and registered upon the bond registration book of the City kept for that purpose by the Bond Registrar, which authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized officer of the Bond Registrar of the certificate hereon.

The Series 2023 Bonds are being issued in Book-Entry Form. Actual Series 2023 Bonds are not available for distribution to the owners thereof (the "Beneficial Owners"), except under the limited circumstances set forth in the Resolution. The principal of and interest on the Series 2023 Bonds are payable by the Paying Agent to the Securities Depository or its nominee by wire transfer. Transfer of principal and interest payments to participants of the Securities Depository will be the responsibility of the Securities Depository, and transfers of principal and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants. The City and the Paying Agent will recognize the Securities Depository as the owner of the Series 2023 Bonds for all purposes, including without limitation: (a) the payment of principal of, redemption premium (if any) and interest on such Series 2023 Bonds; (b) giving notices of redemption and other matters with respect to such Series 2023 Bonds; (c) registering transfers with respect to such Series 2023 Bonds; (d) the selection of Series 2023 Bonds for redemption; and (e) voting and obtaining consents under the Resolution. The City and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants.

The Bond Registrar shall keep the bond registration book for the registration of the Series 2023 Bonds and for the registration of transfers of the Series 2023 Bonds. As long as the Series 2023 Bonds are held in Book-Entry Form, registrations of transfers and exchanges shall be made in accordance with the rules of the Securities Depository. If the Series 2023 Bonds are no longer held in Book-Entry Form, registrations of transfers and exchanges shall be made in accordance with the terms of the Resolution.

This bond is special limited obligation of the City and is secured by and payable solely from the Net Revenues and the moneys and securities held in the Funds. This bond shall not constitute a charge, lien or encumbrance, legal or equitable, on any other property of the City.

No holder of this bond shall ever have the right to compel any exercise of the taxing power of the City to pay such bond or the interest hereon or to enforce payment hereof against any other property of the City.

The Series 2023 Bonds maturing on or after September 1, 20__ are subject to optional redemption, in whole or in part, in any order of maturities, on any date on or after September 1, 20__, at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date.

The Series 2023 Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption prior to their maturity at a redemption price equal to 100% of the principal amount thereof being redeemed, plus accrued interest to the redemption date, on July 1 of the following years and in the following amounts (the September 1, 20__ amount to be paid rather than redeemed):

Year	Amount

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date, the City may (a) receive a credit with respect to its scheduled mandatory redemption obligation for any Series 2023 Bonds subject to scheduled mandatory redemption which are delivered to the Paying Agent for cancellation and not theretofore applied as a credit against a scheduled mandatory redemption obligation or (b) receive a credit with respect to its scheduled mandatory redemption obligation for any Series 2023 Bonds which prior to said date have been redeemed (otherwise than through scheduled mandatory redemption) and canceled by the Paying Agent and not theretofore applied as a credit against said scheduled mandatory redemption obligation. Each Series 2023 Bond so delivered or previously redeemed shall be credited by the Paying Agent, at the principal amount thereof, to the obligation of the City on such scheduled mandatory redemption date and the principal amount of the Series 2023 Bonds to be redeemed by operation of such scheduled mandatory redemption on such date shall be accordingly reduced.

If the Series 2023 Bonds are called for optional redemption in part, then the particular maturity or maturities to be redeemed shall be selected by the City. If less than all of the Series 2023 Bonds of a maturity are to be called for redemption, then Series 2023 Bonds within each maturity so called for redemption shall be selected (a) in the manner designated by the Securities Depository when the Series 2023 Bonds are held in Book-Entry Form and (b) by lot when the Series 2023 Bonds are not held in Book-Entry Form.

Notice of redemption shall be given by the Paying Agent not less than 20 or more than 60 days prior to the redemption date (a) in accordance with the rules of the Securities Depository as long as the Series 2023 Bonds are held in Book-Entry Form and (b) by first class mail, postage to all registered owners of the Series 2023 Bonds to be redeemed at addresses which appear upon the bond registration book as of the date of giving such notice. Any defect in such notice shall not affect the validity of the proceedings for such redemption or cause the interest to accrue on the principal amount of the Series Bonds so designated for redemption after the redemption date. Notice given in the manner set forth above shall be conclusively presumed to have been given, whether or not the registered owner receives the notice.

If at the time of mailing of notice of redemption there have not been deposited with the Paying Agent moneys sufficient to redeem all Series 2023 Bonds called for redemption, such notice will state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the date established for redemption, and such notice will be of no effect unless such moneys are so deposited.

To the extent and in the manner permitted by the Resolution, modifications, alterations, amendments, additions and revisions of the provisions of the Resolution and the Series 2023 Bonds may be made by the City without the consent of the owners of the Series 2023 Bonds in certain circumstances and with the consent of the owners of a majority of the principal amount of the Series 2023 Bonds outstanding in other circumstances.

This bond is issued with the intent that the laws of the State of Georgia shall govern its construction. In case of default, the owner of this bond shall be entitled to the remedies provided by the Resolution and the Revenue Bond Law and any amendments thereto.

It is hereby recited and certified that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been done, have happened and have been performed in due and legal form as required by law, and that provision has been made for the allocation from the anticipated revenues of the System, of amounts sufficient to pay the principal of and the interest on all of the Series 2023 Bonds as same mature, or are acquired by mandatory redemption, such revenues are irrevocably allocated and pledged to the payment thereof and the interest thereon.

IN WITNESS WHEREOF, the City has caused this bond to be executed by the manual signature of its Mayor and its official seal to be impressed hereon and attested by the manual signature of its Clerk, as of July 17, 2023.

CITY OF KINGSLAND, GEORGIA

(SEAL)

By:____
Mayor

Attest:

____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This bond is one of the Water and Sewerage Revenue Bonds, Series 2023 described in the within-mentioned Resolution of the Mayor and City Council of the City of Kingsland.

Date of authentication and registration: July 17, 2023.

[BOND REGISTRAR], as Bond Registrar

By:_______________________________________
Authorized Representative

VALIDATION CERTIFICATE

STATE OF GEORGIA)
)
COUNTY OF CAMDEN)

The undersigned Clerk of the Superior Court of Camden County, State of Georgia, HEREBY CERTIFIES that this bond was validated and confirmed by judgment of the Superior Court of Camden County, Georgia, on the ____th day of May, 2023, and that no intervention or objection was filed in the proceedings validating same and that no appeal from said judgment of validation has been taken.

WITNESS my signature and seal of the Superior Court of Camden County, Georgia.

Clerk, Superior Court
Camden County, Georgia

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto ____ (please print or typewrite name and address including postal zip code of assignee) the within bond and all rights thereunder, hereby constituting and appointing ___________ attorney to transfer this bond on the bond registration books kept for such purpose by the Bond Registrar, with full power of substitution in the premises.

DATED: _______________ ____

Notice: the signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed

____

Signature must be guaranteed by an institution which is a Participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

CLERK'S CERTIFICATE

STATE OF GEORGIA

CAMDEN COUNTY

The undersigned Clerk of the City of Kingsland (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the resolution adopted by the Mayor and Council of the City on May 8, 2023 at a meeting duly called and lawfully assembled, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution has been duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City, this the 8th day of May, 2023.

Clerk

(SEAL)

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:

AGENDA ITEM (ID # 4161)

DOC ID: 4161

Bid Award: Crane Truck

Purchase of a used crane truck for the water and sewer operations fund.
Staff recommends low bid, Jacksonville Truck Center, 2016 Dodge Ram 5500 for $73,000. Council was previously polled to move this item up to current year in the 5 year capital improvement plan in place of deferring the SBR rehabilitation to next year.

Bid Tabulaton
Used Crane Truck

Dealer	Year	Make	Model	Total Paid for Vehicle
Jacksonville Truck Center	2016	Ram	5500	$73,000.00
Jacksonville Truck Center	2016	Ram	5500 (4-Wheel Drive)	$79,900.00

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Manager
Category: Bid Award
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4157

AGENDA ITEM (ID # 4157)

Approval Of: Temporary Housing Rental for Fire Station #4 Remodel Project

Approval of temporary housing unit for on duty personnel during fire station remodel project. Staff received two quotes from vendors, Satellite Shelters, Inc. is the lowest bidder @ $59,175.00. Funding source is SPLOST VIII funds allocated for this project.

Staff recommends approval.

80 Hosea Rd.
Lawrenceville, GA 30046

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 770-963-7600

Mobile: (404) 539-4518

Your Satellite Sales Representative

Nathaniel Maggio

Email: nathanielm@satelliteco.com

Contract Date: 04/19/2023
Contract No.: RQ239513
Rental Insurance Status: NO INS
Insurance Exp Date:
Page: 1

Company:
Kingsland Fire Rescue
Kingsland, GA 31548

Contact:
Terry Smith
9124640492
tsmith@kingslandgeorgia.com

Ship-To Address:
Kingsland Fire Rescue
Kingsland, GA 31548

Pymt Terms: NET30
Billing Term: 8
Min Billing Period: N/A

Delivery Date (On or About): 04/19/2023

Description	Term		Qty	Unit Price	Total Price	Extended Contract Price
24x60 Doublewide Office w/RR	8	28DAYS	1	2,400.00	2,400.00	19,200.00
ADA Ramp	8	28DAYS	1	425.00	425.00	3,400.00
Personal Property Tax Recovery Fee	8	28DAYS	1	30.00	30.00	240.00
Steps - Rental	8	28DAYS	1	70.00	70.00	560.00
Chair Mats	8	28DAYS	6	5.00	30.00	240.00
Delivery		Each	2	4,100.00	8,200.00	
Installation-MW: Labor		Each	1	3,570.00	3,570.00	
Installation-MW: Material		Each	1	2,380.00	2,380.00	
Dismantle-MW In Advance		Each	1	4,250.00	4,250.00	
Pickup in Advance		Each	2	4,100.00	8,200.00	
Decks/Steps/Ramps: Install		Each	1	2,990.00	2,990.00	
Decks/Steps/Ramps: Dismantle		Each	1	2,990.00	2,990.00	

Total Recurring Charges	**2,955.00**	**23,640.0**
Total One Time Charges	**32,580.00**	**32,580.0**
Pre-Tax Total Contract		**56,220.0**

__________ Customer acknowledges that Satellite Shelters will charge a Damage Waiver Fee of 10% of the Trailer Rental Rate for the term of the lease unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file. In instances where the Damage Waiver Program is unavailable due to location or model restrictions, a Convenience Fee of 10% of the Trailer Rental Rate will be charged unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file.

Quote expires 30 days from Contract Date. Acceptance of this quote by signature constitutes a Rental Order and acceptance of Satellite Shelters, Inc. (Lessor) Rental Order Terms and Conditions which can be viewed at **https://www.satelliteco.com/download/pdf/SatelliteSheltersRentalOrderTCs.pdf** unless otherwise noted.

Signature:

Date:

Print Name: Lee H. Spell

PO #:

Title: City Manager

Satellite™
The First In Space

80 Hosea Rd.
Lawrenceville, GA 30046

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 770-963-7600
Mobile: (404) 539-4518

Your Satellite Sales Representat
Nathaniel Maggio
Email: nathanielm@satelliteco.com

Contract Date: 04/19/2023
Contract No.: RQ239513
Rental Insurance Status: NO INS
Insurance Exp Date:
Page: 2

		Optional Items - Not Included in Total	Term		Qty	Unit Price	Total Price	Extended Contract Price
* Check and Initial to Add Optional Items to Contract								
☐	________	Security: Window & Door Bar- Package	8	28DAYS	1	120.00	120.00	960.00
☐	________	Skirting: Installation		Each	1	4,200.00	4,200.00	
☐	________	Skirting: Removal in Advance		Each	1	1,050.00	1,050.00	
☐	________	30 x 60 Desk	8	28DAYS	1	44.00	44.00	352.00
☐	________	Rolling Desk Chair	8	28DAYS	1	38.50	38.50	308.00
☐	________	Folding Tables	8	28DAYS	1	12.00	12.00	96.00
☐	________	Folding Chairs	8	28DAYS	1	6.00	6.00	48.00
☐	________	Coffee Pot	8	28DAYS	1	8.50	8.50	68.00
☐	________	Microwave: 1.2 cuft	8	28DAYS	1	22.00	22.00	176.00
☐	________	Mini - Refrigerator: 4.2 cuft	8	28DAYS	1	50.00	50.00	400.00
☐	________	Refrigerator: 18 cuft	8	28DAYS	1	140.00	140.00	1,120.00
☐	________	275 gal Supply Water Tank Serviced (1x) Per Week	8	28DAYS	1	525.00	525.00	4,200.00
☐	________	300 gal Waste Holding Tank Serviced (1x) Per Week	8	28DAYS	1	445.00	445.00	3,560.00
☐	________	Delivery Holding Tanks		Each	1	200.00	200.00	
☐	________	Connect Holding Tanks						
☐	________	Disconnect Holding Tanks						
☐	________	Pick Up Holding Tanks in Advance		Each	1	200.00	200.00	

Satellite™
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PO Box 860700
Minneapolis, MN 55486-0700

Phone: 770-963-7600

Mobile: (404) 539-4518

Your Satellite Sales Representat

Nathaniel Maggio

Email: nathanielm@satelliteco.com

Contract Date: 04/19/2023
Contract No.: RQ239513
Rental Insurance Status: NO INS
Insurance Exp Date:

Quote is based upon availability and credit approval. Prices quoted do not include applicable taxes. If project/customer qualifies for exemption to sales tax, a valid certificate must be provided prior to delivery. If valid exemption certificate is received after any billing, tax will be due and exemption will be applied to all future billing.

Quote expires 30 days from Contract Date. Clerical errors are subject to correction. All charges billed in advance, unless otherwise noted. Pricing is based on non-prevailing wage rates with use of non-union labor.

Anchor pricing based on dirt. Additional charges apply to other surfaces, encountering concealed conditions or rock. Anchors do not guarantee prevention of weather-related damages. Building and anchor removal based on disconnecting metal strapping and leaving the anchor head or any foundations below grade. Site/Surface repair/restoration is not included.

Prices assume level, truck-accessible site (both for install & removal) free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building.

Permits (except transport) and other scopes of work/additional items, including all utilities (supply/connect/disconnect) are not included unless specifically listed herein. Satellite does not warrant that the building meets local codes unless expressly stated.

Quote based on use of Satellite's rental/sale/relocation agreements. For Used sales, all are "as is" without warranty expressed or implied.

Unless a current certificate of insurance is provided or already on file, customer will be required to utilize Satellite's Damage Waiver Program. See full Terms and Conditions linked o page 1 for details.

MRA Customers Only: The MRA on file supersedes all Items 1 - 27 below. This document is for the acknowledgment of equipment and price only.
All terms and conditions are as agreed per MRA# listed on page 1 of this document.

1. Term
This Agreement commences on the date the Rental Order is executed ("Effective Date") by and between the company entity named on the Rental Order ("Lessee"), and Satellite Shelters Inc. ("Lessor"), a Minnesota corporation with offices located at 2530 Xenium Lane North, Suite 150, Minneapolis MN 55441. Lessee and Lessor are periodically referred to as the "Parties," and each a "Party." This Agreement covers rental transactions between the parties for mobile and/or modular office equipment and furnishings ("Equipment") as described on Lessor's Rental Orders. Notwithstanding anything to the contrary contained in any job specific Rental Order, pre-printed terms, and conditions (including, without limitation, purported limitations on liability, waivers of rights and remedies, and variations from any of the warranty, guarantee, indemnity and liability, lease term and termination provisions of this Agreement) are of no force or effect and are superseded by the terms and conditions of this Agreement.
This Agreement commences on of the Effective Date and is perpetual, unless terminated in writing with thirty (30) days' notice to the other Party. Any charges or remaining lease terr due under the Rental Order for the Equipment under this Agreement will continue through the end of the initial minimum term (If indicated on page 1 of the Rental Order) for each specific item of Equipment, subject to provisions of Articles 15 and 16.

2. Insurance, Certificate of Insurance
Policies of Insurance. Lessee, at Lessee's cost and expense, must procure and deliver to Lessor, before delivery to Lessee of the Equipment to be leased in this Agreement, and keep in full force and effect during the entire term of this Agreement or as long as the Equipment is in the care, custody, or possession of Lessee, whichever is later, the following policies of insurance:
(a) Lessee must procure all-risks insurance covering Lessor, as an additional insured and loss payee, for loss of or damage to the Equipment and all of Lessor's property located on, at or adjacent to the building site specified in the Rental Order or while in transit to the building site specified in the Rental Order (including, at a minimum, materials in place or to be used as part of the installation or construction of the Equipment, surplus materials, temporary structures, scaffolding and staging, protective fencing, bridging, forms, and miscellaneous materials and supplies) on a full replacement cost basis. At a minimum, such insurance must cover and must not exclude loss or damage caused by: fire; lightning; explosion; windstorm; hail; riot; civil commotion; vandalism; sprinkler leakage; volcanic action; falling objects; weight of snow, ice or sleet; water damage; flood; earthquake or other earth movement; and collapse. Such insurance must also cover Lessor for loss of business income, loss of rental value or rental income, extra expenses, expediting expenses, debris removal, preservation of property, fire department service charge, pollutant clean-up and removal, increased cost of construction, and electronic data.
(b) Lessee must procure liability insurance covering Lessor, as an additional insured, for sums Lessor becomes obligated to pay because of bodily injury, property damage, or personal and advertising injury to third parties, or for medical expenses to third parties, arising out of, in whole or part, the use or condition of Lessor's Equipment, or any portion of Lessor's Equipment, while in the custody, possession or control of Lessee, with limits of liability of at least $1,000,000 per occurrence.
The insurance policies required under this section must each have a maximum deductible or self-insured retention of $5,000, for which Lessee is responsible, must be primary over any policies of Lessor, must contain provisions stating Lessee, and its insurer, waive all subrogation rights against Lessor, and must contain provisions stating that the policies canno be cancelled or allowed to expire until at least 30 days' after written notice is provided to Lessor.
Certificate of Insurance. Before the effective date of this Agreement, Lessee must provide Lessor with Certificates of Insurance executed by a duly authorized representative of eacl insurer, showing compliance with the insurance requirements set forth above. Unless Lessee provides Lessor with a certificate of insurance acceptable to Lessor, in the amounts stated in this section, or Lessee has maintained a blanket insurance certificate on file with Lessor, Lessee is required to utilize Lessor's Damage Waiver Program.
IF A CERTIFICATE OF INSURANCE OR NOTIFICATION OF SELF-ASSUMPTION OF RISK OF LOSS IS NOT RECEIVED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT, LESSEE AGREES TO UTILIZE LESSOR'S DAMAGE WAIVER PROGRAM, UNDER WHICH AN AMOUNT EQUAL TO THE DAMAGE WAIVER PROGRAM BILLINC RATE FOR THE EQUIPMENT UNDER AGREEMENT WILL BE ADDED TO THE INVOICE FOR EACH BILLING PERIOD. THE DAMAGE WAIVER PROGRAM IS FOR PROPERTY COVERAGE ONLY, SUBJECT TO THE PROVISIONS OF ARTICLE 3. THE DAMAGE WAIVER PROGRAM WILL BE APPLIED TO THIS AGREEMENT FOR THE FULL TERM, UNLESS A CERTIFICATE OF INSURANCE IS PROVIDED TO LESSOR DURING ANY BILLING CYCLE AFTER THE 28-DAY PERIOD SPECIFIED IN THIS AGREEMENT, IN

Satellite The First In Space
80 Hosea Rd.
Lawrenceville, GA 30046

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 770-963-7600
Mobile: (404) 539-4518

Your Satellite Sales Representat
Nathaniel Maggio
Email: nathanielm@satelliteco.com

Contract Date: 04/19/2023
Contract No.: RQ239513
Rental Insurance Status: NO INS
Insurance Exp Date:

WHICH CASE A MAXIMUM STOP CHARGE AND BILLING CREDIT EQUAL TO THE COST OF THE DAMAGE WAIVER PROGRAM FOR ONE BILLING CYCLE WILL BE MADE UPON THE REQUEST OF LESSEE.

3. Damage Waiver Program (not available for units in Louisiana and Florida)

The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor.

The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor. For an additional lease rate as set forth above, Lessor will provide the Damage Waiver for damage or loss to the Equipment under lease. This Damage Waiver Program is subject to a $1,000 deductible amount, per floor. Therefore, Lessee is solely responsible for the first $1,000 per floor of damage or loss with respect to the Equipment. This Damage Waiver Program covers only loss or damage to the leased Equipment. Lesse bears sole responsibility for all other direct or incidental losses, damage, or injuries occasioned by its use of the Equipment, including but not limited to personal injuries to employees or third parties or physical damage or loss to real or personal property not included as Equipment under this Agreement. The program does not cover damages from vandalism, flood, named storms, damages caused by Lessee's negligence or any third party not representing Lessee or Lessor, Lessee's willful actions or failure to act, improper use or operation of the Equipment in a manner prohibited by this Agreement, overloading or improper load distribution, failure to perform routine janitorial or cleaning causing damage, or damage caused by Lessee's failure to promptly notify Lessor in writing of items requiring correction or repair, or failure by Lessee to take reasonable precautions against theft or forced entry (theft and forced entry must be accompanied by police report and reported within 3 days).

OPTION TO OFFER DAMAGE WAIVER PROGRAM IS AT LESSORS SOLE DISCRETION.

4. Delineation of Responsibility

If an obligation is not expressly stated in this Agreement, then it is not the responsibility of Lessor.

5. Delivery by Lessor

Lessor is not liable to Lessee for any failure or delay in obtaining or delivering the Equipment. By taking delivery, Lessee acknowledges that the Equipment is in good operating order repair, working condition, and is fit for the purpose for which it is leased. Lessee must provide upon request, a separate Equipment acceptance notification.

Lessee is solely responsible for site selection, local code compliance, all zoning approvals, permits (except transport), providing a level (1' in 70') and truck accessible site, both at time of installation and removal, with a bearing surface of a minimum of 3,000 PSF and a site clear of obstructions, both above and below ground. Lessor is not responsible for building settlement or soil heaving due to inadequate foundation. All site restoration is the sole responsibility of Lessee. Lessor is not responsible for unforeseen conditions.

If the Lessee does not own the site where Lessee places the Equipment, Lessee must notify the landowner that the Equipment is leased. Lessee will indemnify Lessor if the landowner attempts to assert an ownership interest in the Equipment.

6. Taxes, Fees, and Expenses

In addition to the rental payments, Lessee agrees to pay all costs, expenses, fees, and charges incurred in connection with the Equipment, the use and operation of the Equipment, servicing costs, sales taxes, personal property, and other ad valorem taxes, and all assessments and other governmental charges whatsoever and by whomsoever payable on said Equipment, or on the use, ownership, possession, rental, shipment, transportation, delivery, or operation of the Equipment. However, Lessor will pay licensing and registration fees and federal or state net income taxes against Lessor on or measured by rentals payable under this Agreement, or the net income under this Agreement. Upon Lessor's demand, Lessee will reimburse Lessor for the full amount of any costs, expenses, taxes, fees, or other charges paid by Lessor.

7. Lawful Use, Assignment, and Subletting Prohibited

Lessee will use or permit the use of the Equipment only for lawful purposes and will keep it at the location provided above during the entire lease term. The Equipment must be at all times used and operated in compliance with all laws of any jurisdiction where it is located. Lessor assumes no responsibility for compliance with state or local codes. Lessee will not assign, transfer, sublet, or in any way assign its rights under this Agreement and may not pledge, permit to be liened, mortgage, hypothecate, or otherwise encumber or charge its rights or interests under this Agreement.

Lessee must give Lessor immediate notice of any purported attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee may no attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment will become equipment owned by Lessor subject to this Agreement.

8. Indemnity

Lessee indemnifies Lessor and holds Lessor, its officers, agents, and employees harmless of and from all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses and attorneys' fees and costs arising from or related to the use, condition, or operation of the Equipment, and by whomsoever used or operated.

9. Maintenance, Damage, and Destruction

Lessee must, at its own expense, at all times keep the Equipment in good and efficient working order, condition, and repair, and must keep and maintain on the Equipment such identification of ownership as Lessor may require. Lessee bears the risk of damage, theft, or destruction of the Equipment from every cause, and must make all replacements, repairs, or substitution of parts or Equipment at its expense, all of which will constitute an accession to the Equipment, and title of the Equipment will vest in Lessor. Should the Equipment be damaged by any reason and be capable of repair, Lessor may repair the same at Lessee's expense, or at Lessor's option, Lessee must repair the same at Lessee's expense to Lessor's specifications, as quickly as circumstances permit. Lessee will be responsible for all damages caused by moisture or water intrusion not reported promptly to Lessor for correction and repair. Lessee will not move Equipment without written permission of Lessor.

Upon the total loss of any or all the Equipment, to such an extent as to make the repair of the Equipment uneconomical in Lessor's sole opinion, Lessor may declare the Equipment a "Total Loss." Upon a Total Loss of the Equipment, Lessee must pay Lessor on the next day for the payment of rent: the rent then due, plus the full replacement value of the Equipment had a Total Loss not occurred, less all insurance proceeds actually paid or assigned to Lessor from the insurance maintained by Lessee, plus all applicable taxes and fees and transfer taxes (together, the "Total Loss Amounts"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligations will terminate and Lessor will transfer available ownership documents, if any, to Lessee, unless Lessor agrees in writing to dispose of the Equipment and at Lessee's sole cost and expense.

10. Inspection by Lessor

Lessor may inspect the Equipment at any reasonable time, and has the right to post any notice of non-responsibility or any other notice protecting its interest.

11. Accidents and Claims

Within 24 hours after any accident involving Equipment, Lessee must notify Lessor by telephone and within 48 hours notify Lessor in writing. Said report must state the time, place,

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Mobile: (404) 539-4518

Your Satellite Sales Representat

Nathaniel Maggio

Email: nathanielm@satelliteco.com

Contract Date: 04/19/2023

Contract No.: RQ239513

Rental Insurance Status: NO INS

Insurance Exp Date:

and nature of the event; the damage sustained; the addresses of persons involved, persons injured, and witnesses; and any other information relating to said event, and must promptly forward to Lessor all correspondence, notices, or documents received in connection with any claim or demand relating to the Equipment or its operation and must aid in the investigation and defense of all such claims and demands. Nothing in this section modifies the provisions of Article 8 above, in which Lessee holds Lessor harmless and indemnifies Lessor against all these matters, and Lessor will have no responsibility to take any actions in the event of such casualty. Rent will continue to be charged on damaged Equipment until a final settlement check has been received from Lessee's insurance provider in an amount adequate to compensate Lessor.

12. Non-Liability of Lessor

Unless caused by Lessor's gross negligence, Lessor will not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by the Equipment, or by the use, maintenance, operation, handling, or storage of the Equipment, or for the loss of Lessee's business, or damages whatsoever or howsoever caused.

13. Default

Each of the following events is an "Event of Default" as the term is defined in any agreement between the Parties:

a) If Lessee fails to pay when due any payment or any other amount owing;

b) If Lessee fails to perform any other term, covenant, or condition of this Agreement or any other agreement between the Parties on Lessee's part to be observed or performed.

c) If Lessee files for relief under any bankruptcy or similar law for the relief of debtors, or if Lessee makes any assignment for benefit of creditors, or if a receiver is appointed to take possession of any of the assets of Lessee, or any involuntary bankruptcy is filed against Lessee.

d) If Lessor considers itself insecure.

Upon an Event of Default, the Equipment and any rights of Lessee in the Equipment will be surrendered to Lessor. Lessor may take possession of the Equipment and is authorized by Lessee to enter upon any premises of Lessee without notice for the purpose of taking possession of the Equipment. Lessor may retain all rents and any other amounts paid by Lessee under this Agreement. Repossession by Lessor or the surrender of the Equipment to Lessor will not affect the right of Lessor to recover from Lessee any and all damages that Lessor will have sustained by reason of the breach of any of the covenants, terms, or conditions of this Agreement. Lessee will continue to be responsible for all the rental payments for the remainder of the term of this Agreement and for the payment of any other amounts owing. Nothing in this paragraph is a limitation on Lessor's right to damages.

Upon an Event of Default, Lessor may:

a) relet the Equipment or any portion of the Equipment for such periods, at such rental amounts as it considers reasonable. After deducting its costs and expenses in such reletting, may apply any net proceeds received to the amounts payable by Lessee under this Agreement, or

b) sell the Equipment or any portion of the Equipment, and after deducting its costs and expenses in connection with said sale or sales, apply the net proceeds to the amounts payable by Lessee under this Agreement. Lessee must pay any deficiency, as determined by the amount the net proceeds of said sale or reletting is less than the amount to be paid by Lessee under this Agreement, or

c) cancel and terminate the entire Agreement, and any and all separate Rental Orders made under this Agreement.

Lessor, at its sole option, may recover from Lessee the worth, at the time of the termination, of the excess between: (a) the amount of rent and charges equivalent to rent reserved under this Agreement for the remainder of the term of the Equipment and (b) the then reasonable rental value of the Equipment for the remainder of the stated term.

Lessor will have all other remedies in its favor existing in law, equity, or bankruptcy, and the remedies in this Agreement will be cumulative and not exclusive.

14. Cross-Default

Lessor and Lessee may supplement this Agreement with schedules and amendments. In addition, Lessor and Lessee may enter into additional lease agreements or sale agreement with each other. A default under this Agreement also constitutes a default under every other agreement the Parties may have with each other. Further, a default under any agreeme between Lessor and Lessee constitutes a default under this Agreement.

15. Return of Equipment, Termination of Agreement

At the end of the Term, Lessee must cause the Equipment to be returned to Lessor at any location designated by Lessor. Lessor, in its sole discretion, will determine how the Equipment will be returned to it, and Lessee will provide Lessor with at least fourteen (14) working days' advance notice of its return. The Equipment must be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as provided in this Agreement and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that before the return of the Equipment to Lessor or upon notice of its repossession, Lessee must immediately disconnect all utilities connected to the Equipment, remove all the Lessee's personal property from the Equipment, and vacate the Equipment so that the Equipment can be returned to the Lessor. Whenever Lessor or its agents pick up or repossess the Equipment, Lessee must remove any barriers or restrictions to make the Equipment readily accessible for removal by truck, without additional inconvenience or expense. All site restoration is the responsibility of Lessee. Lessor will not be liable for keeping or storing any personal property of the Lessee left in, on or around the Equipment; such property will be treated as abandoned by Lessee and Lessee consents to the disposal of such personal property by Lessor, at Lessee's expense. Any accessories in addition to the returned Equipment are part of the Equipment and the property of the Lessor. Lessee must reimburse Lessor for all costs incurred related to returning the Equipment, repairing the Equipment, cleaning debris, trash, or personal property left in the Equipment, or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted. Lessee indemnifies, defends, and holds Lessor harmless from all claims of Lessee or third parties arising from any return, retaking, or repossession of the Equipment.

16. Early Termination

If a minimum term is noted on page 1 of the Rental Order, this provision applies.

The Parties are unable to ascertain the actual damages Lessor will incur if Lessee terminates this Agreement before the Equipment's Minimum Initial Term expires ("Early Termination"). As a reasonable forecast of damages expected to occur upon Early Termination, in addition to all amounts due and owing before the Early Termination and all of Lessor's costs and expenses caused by the Early Termination, Lessee must pay Lessor the following:

a) If the Equipment is new custom-built Equipment at the start date of the Minimum Initial Term, Lessee must pay 100% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.

b) If the Equipment is standard stock Equipment at the start date of the Minimum Initial Term, Lessee must pay 50% of all remaining lease payments and all other amounts that woul have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.

17. REPOSSESSION

LESSEE ACKNOWLEDGES THAT, UNDER ARTICLE13 OF THIS AGREEMENT, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD AN

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Nathaniel Maggio

Email: nathanielm@satelliteco.com

Contract Date: 04/19/2023
Contract No.: RQ239513
Rental Insurance Status: NO INS
Insurance Exp Date:

EVENT OF DEFAULT OCCUR. LESSEE WAIVES THE RIGHT, IF ANY, TO REQUIRE LESSOR TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING BEFORE EXERCISING SUCH RIGHT OF REPOSSESSION.

18. Limited Warranty

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY OTHER AGREEMENT WITH LESSOR.

19. Limitation of Liability

IN NO EVENT WILL LESSOR BE LIABLE TO LESSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRAC TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
IN NO EVENT WILL LESSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LESSOR UNDER THE APPLICABLE RENTAL ORDER.

20. Lessor's Assignment

Lessee agrees that nothing contained in this Agreement will prohibit the Lessor, its assigns, and successors from selling, assigning and transferring all of its right, title, and interest in and to this Agreement, the property described in this Agreement, and all monies to become due under this Agreement.

21. Attorney's Fees and Costs

If Lessee defaults, Lessor is entitled to recover from Lessee, in addition to all other items of damages, all costs and expenses, including court costs and reasonable attorneys' fees incurred by Lessor to enforce its rights and remedies under this Agreement.

22. Financing Statement

Lessor is authorized by Lessee to cause this Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

23. Miscellaneous

Time is of the essence regarding this Agreement. This Agreement may be signed in any number of counterparts and each will constitute a duplicate original. The Parties agree to execute, or if required, acknowledge such further counterparts of this Agreement or any other documents as may be necessary to comply with the provisions of any applicable law a any time in force which requires the recording of filing of this Agreement or a copy of this Agreement in any public office of the United States or any state or political subdivision, an Lessee agrees to pay the fees or charges imposed by law for any such mandatory filing or recording as well as the amount of any stamps or documentary taxes, federal or state, levied or assessed on this Agreement. The relationship between the Parties is that of Lessor and Lessee and Lessee's only interest under this Agreement is as a Lessee. Lessee does not have and will not acquire any right, title, interest, or equity whatsoever in the Equipment. The Equipment will remain the sole property of the Lessor. The Equipment will remain personal property regardless of its use or manner of attachment to realty.
This Agreement was jointly drafted by the Parties, and the Parties agree that neither should be favored in the construction, interpretation, or application of any provision or any ambiguity. There are no unwritten or oral agreements between the Parties. This Agreement, and any schedules or amendments, constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments, and offers between the Parties, whether oral or written. The provisions of the Agreement are primary, and no provision of this Agreement will be waived, amended, discharged, or modified orally or by custom, usage, or course of conduct, unless such waiver, amendment, or modification is in writing and signed by an officer of each of the Parties.
This Agreement, the Rental Orders, lease schedule(s), attached riders, and any documents or instruments issued or executed under this Agreement will have been made, executed, and delivered in, and will be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Minnesota. Lessee and Lessor consent to the exclusive jurisdiction of any local, state, or federal court located within Minnesota. Venue must be in Minnesota, and Lessee waives local venue and any objection relating to Minnesota being an improper venue to conduct any proceeding relating to this Agreement. Provisions of this Agreement are severable, and the invalidity of any provision will not affect the validity of any other provision.
It is the policy of Satellite Shelters, Inc., not to discriminate against any employee or applicant for employment because he or she is an individual with a disability or a protected veteran. We encourage you to do the same.

24. Notices

All notices, requests, consents, claim, demands, waivers, and other communications under this Agreement must be in writing, and such notices will become effective when depositec in the United States mail, with proper postage prepaid, addressed to the Parties at such respective addresses appearing in this Agreement, or at such other addresses either Party may from time to time notify the other in writing.

25. Net Lease

This Agreement is a net lease and Lessee's obligations to pay all lease charges and other amounts payable under this Agreement are absolute and unconditional and, except as expressly provided in this Agreement, will not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) Equipment failure, defect or deficiency; (iii) damage to or destruction of the Equipment; or (iv) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller, or vendor of the Equipment. Except as expressly provided, this Agreement and any Rental Orders will not terminate for any reason, including any defect in the Equipment or Lessor's title of the Equipment or any destruction or loss of use of any item of Equipment.

26. Credit

Lessor has the right to require two (2) years' audited financial statements periodically and other documentation from Lessee for credit approval. Lessor specifically reserves the right to refuse acceptance of any additional Rental Orders to this Agreement if Lessee is in arrears on payment, or inadequate security or credit information is provided by Lessee.

27. Billing, Interest, and Late Charges

Invoicing will be done on a monthly basis. If payment is not received on the due date indicated on an invoice, to compensate Lessor for damages caused by Lessee's failure to pay

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Email: nathanielm@satelliteco.com

Contract Date: 04/19/2023
Contract No.: RQ239513
Rental Insurance Status: NO INS
Insurance Exp Date:

on time, Lessee must pay interest on all late payments in an amount equal to the lesser of: (a) one and one-half percent (1½%) per month, or (b) the maximum percentage allowed by law, calculated daily and compounded monthly.
LESSEE WILL BE BILLED ON A 28-DAY CYCLE IN ADVANCE. LESSOR WILL NOT PRORATE ANY FRACTION OF A BILLING CYCLE.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4160)

Meeting: 05/08/23 06:00 PM
Department: City Manager
Category: Contract
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4160

Approval Of: ESG Engineering Task Order #1 Camden Woods Parkway

ESG will provide engineering services to complete the project as directed by City of Kingsland for completion of construction and permitting documents for Camden Woods Parkway (CWP) from the intersection of Highway 40 and continuing north to Laurel Island Parkway. The intent is to design the roadway as a two lane urban connector with plans to construct to additional lanes at a future date. Project is located within Kingsland TAD #2 boundaries and costs to the city will be reimbursed accordingly.

Staff recommends approval.

ESG ENGINEERING

TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES – No. 1

This Agreement is by and between ESG Engineering, Inc. (ESG) and City of Kingsland, GA (COK)

ESG and COK are parties to a Professional Services Agreement dated February 8, 2022 . The Scope of Services to be performed under this Task Order shall be performed subject to the terms and conditions of said Agreement.

1 SCOPE OF SERVICES

ESG will provide engineering services to complete the project as directed by COK for completion of construction and permitting documents f Camden Woods Parkway (CWP) from the intersection of Highway 40 and continuing north to Laurel Island Parkway. The intent is to design tl roadway as a two lane urban connector with plans to construct to additional lanes at a future date.

The scope includes:

- Construction documents as needed to permit and construct the project. The project limits include all proposed work inside tl existing right of way of CWP as provided by a topographic and right of way survey provided by COK. The limits also incluc necessary work inside the GDOT right of way of Highway 40 and Laurel Island Parkway as provided by approved GDOT permitting.
- The basis of the alignment will be in accordance with preliminary plans prepared by P&A Engineering in 2007 unless revisions a necessary due to changes in right of way or easements.
- Coordination of water and sewer utility design provided by Carter & Sloope under agreement with COK. Carter & Sloope design w incorporated into the construction documents for bidding and construction purposes.
- GDOT permitting at the intersection of Highway 40 and Laurel Island Parkway.
- Traffic study if required by GDOT. For the purposes of this Task Order a scope and fee will be provided later after a pre-desi(meeting is completed to determine the scope of the traffic study.
- Coordination with Coastal Engineering Consultants for alignment of CWP with 50th Street. CWP alignment will take precedence ov the future alignment of 50th Street.
- Assistance with wetland sketches showing wetland jurisdictional impacts within the right of way of CWP. This task does not incluc environmental services. Environmental services for permitting and mitigation will be provided by the COK.
- Bidding services for CWP including water and sewer utility design provided by Carter & Sloope under separate agreement with tl COK.
- Construction phase services include review of shop drawings, periodic review of the project during construction, addressing Reques of Information (RFI), review of periodic pay requests and assistance with project closeout.
- Exclusions from the scope of services include:

1. Signal design or signal modification design
2. Archaeological survey and report
3. Surveying services
4. DNR buffer encroachment permitting
5. Environment permits with the exception of NPDES.
6. ALTA/ACSM, subdivision or boundary survey
7. Wetland delineation, surveys, or permits
8. Conveyance boundary surveys to GDOT
9. Traffic studies.
10. Offsite sanitary sewer connections.
11. Geotechnical investigation or report
12. Fire Protection / Suppression system design / permitting
13. Endangered species survey and report
14. Exhibits other than those specifically scoped herein
15. Site lighting
16. Off-site work unless specifically covered in the scope of services (i.e. utility line extensions, pump stations, roadwa extensions, etc.)
17. NPDES monitoring throughout construction.

18. Act as an expert witness for legal activities
19. Telephones, cable television, gas, and power distribution systems

2 COMPENSATION

COK will compensate ESG as set forth below for the tasks described and for the Scope of Services performed By ESG as provided below. Services will be performed as provided in the Hourly Rate Schedule on a time and expense basis.

Data Base Setup	$15,000.00
Preliminary Design	$ 35,000.00
Final Design	$ 55,000.00
Permitting – GDOT	$ 15,500.00
Permitting – LDA	$ 7,500.00
Bid Phase Services	$ 5,000.00
Construction Phase Services	6% of Construction Costs (to be evaluated at Bid Phase)

3 OBLIGATIONS OF THE CITY OF KINGSLAND

In addition to those obligations provided by the terms and conditions of the Agreement, COK shall:

3.1 Furnished Data

COK will provide to ESG all data in the possession of COK relating to the performance of the Scope of Services.

3.2 Access to Facilities and Property

COK will make its facilities accessible to ESG as required for ESG's performance of the Scope of Services.

3.3 Prompt Notice

COK will give prompt written notice to ESG whenever COK observes or becomes aware of any development that affects the scope or timing of ESG's performance.

3.4 Changes

The COK may request changes within the general Scope of Services in this Task Order. If such changes affect ESG's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Task Order. All requested changes will be made in writing and are subject to acceptance by ESG.

4 ATTACHMENTS, SCHEDULES, AND SIGNATURES

This Task Order and the terms and conditions of the Agreement constitutes the entire agreement between the parties, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below

City of Kingsland, Georgia (Print and sign name)

By ____

Name Lee Spell __________________________________ .

Title City Manager ______________________________

Date ______________________________________

Approved for ESG Engineering (Print and sign name)

By____

Name_______________________________________

Title____

Date _______________________________________

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4171

AGENDA ITEM (ID # 4171)

Approval Of: 2023-2024 School Resource Officer Agreement

The City shall provide the Board of Education with a total of three (3) SROs for law enforcement and security services. Two (2) SROs' for the Camden County High School and one (1) SRO for Camden Middle School. The Board of Education shall compensate the City equal to the actual costs that the City incurs for each SRO plus mileage at the current IRS rate outside normal commute to and from assigned school campus incurred by each SRO in performing their duties for the Board of Education.

Staff recommends approval.

State of Georgia,
Camden County

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (the "Agreement") is made, this________day of__________________________, 2023, by and between the **CAMDEN COUNTY BOARD OF EDUCATION**, by and through its Elected Board (hereinafter referred to as the "Board of Education"), the **CITY OF KINGSLAND, GEORGIA** ("hereinafter referred to as the "City"), through its Mayor and City Council, is as follows:

WITNESSETH:

WHEREAS, the Board of Education owns, operates, and manages schools within jurisdictional boundaries of the City of Kingsland for the purpose of providing free and public education to the citizens of Kingsland; and,

WHEREAS, pursuant to constitutional and statutory authority, the City is responsible for providing law enforcement and protection to the citizens of the Kingsland; and,

WHEREAS, the City has the fiscal responsibility for the funding of the Kingsland Police Department, including funding of officers and other staff that the City deems necessary; and,

WHEREAS, the provisions of O.C.G.A. § 20-2-1183 allow for the Board of Education to enter into an agreement with law enforcement for the safety and protection of the School's students, staff, and invitees upon its campuses; and,

WHEREAS, such agreement is accomplished through the School Resources Officer (SRO) Program; and,

WHEREAS, the City agrees to participate in the SRO Program and provide the Board of Education with certified peace officers; and,

WHEREAS, the Board of Education and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the Schools;

WHEREAS, the parties are authorized to enter into this Agreement pursuant to and in accordance with the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia;

NOW, THEREFORE, in consideration of the mutual benefits which will accrue to the parties as a result of this Agreement, the parties agree as follows:

1. School Resource Officer Program Services.

The City shall provide the Board of Education with a total of three (3) SROs for law enforcement and security services. Two (2) SROs' for the Camden County High School and one (1) SRO for Camden Middle School. The SROs shall be certified peace officers with the appropriate training and certification, pursuant to the Georgia Peace Officer Standards and Training Act. Such SROs shall hold and maintain valid and unrestricted P.O.S.T. certification.

2. Term of Agreement.

A. The term of this Agreement is one (1) calendar year, effective as of July 1, 2023, until June 30, 2024. This Agreement shall terminate automatically at the end of each Board of Education fiscal year on June 30th year and, unless otherwise terminated as provided herein, automatically renew at the beginning of the following Board of Education fiscal year on July 1st.

B. Following the initial term, this Agreement shall be automatically renewed for successive years upon the same terms and conditions as set forth herein subject to amendments to Exhibit "B" unless either the Board of Education or City provides written notice of its intent of nonrenewal of this Agreement at least sixty (60) days prior to the expiration of the term (or renewal term).

3. Duties and Responsibilities of School Resource Officer.

During the term of this Agreement, or any renewal, the duties and responsibilities of the SROs are as detailed on Exhibit "A."

4. Compensation for the SRO Program.

During the term of this Agreement, or any renewal thereof, the Board of Education shall compensate the City as set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference, for the SRO services provided. The City and SROs understand that the Board of Education's sole fiscal responsibility shall be the compensation provided herein on Exhibit "B".

5. School Resource Officer Duty Hours.

A. Duty hours shall be determined by the Board of Education with the consent of the City, which shall not be unreasonably withheld; however, whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. The SRO will be entitled to observe the current school calendar, including holidays and breaks, in the same manner as an employee of the Board of Education; however, it is understood between the parties that the Board of Education, in its discretion, shall have the authority to require SRO services during these holidays and breaks as needed.

B. It is understood and agreed that time spent by SROs attending school disciplinary tribunals, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the principal of the school to which the SRO is assigned. The Police Department will assign another SRO-qualified officer, if available, to substitute for the SRO who is absent beginning with the fourth consecutive day of absence.

6. Transporting Students.

A. SROs shall not transport students in vehicles of the Police Department except:

(1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and,

(2) When students are suspended and/or sent home from school pursuant to school disciplinary actions; if the student's parent or guardian has refused or is unable to pick up the child within a reasonable period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel; and,

(3) When the student's parents/guardians have been properly served a subpoena for the student to be a witness on behalf of the Board of Education at a disciplinary tribunal and the parent or guardian gives consent for the student to be transported to the disciplinary tribunal by the Board of Education.

B. Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported.

C. SROs shall notify appropriate school personnel upon removing a student from campus.

D. SROs shall not transport students in their personal vehicles.

E. All transport of a student in a vehicle of the Police Department shall be subject to the final determination of the SRO.

7. Employment of School Resource Officers.

A. At all times herein, it is understood that the City and School Resource Officers are acting as independent contractors with the Board of Education. The SROs are and shall continue to be employees of the City of Kingsland Police Department, subject to the administration, supervision, and control of the Chief of Police. The Chief of Police, in his sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. At no time shall any SRO be deemed an employee or agent of the Board of Education and shall have no control or responsibility for any SRO providing services under this Agreement.

B. The SRO shall have no authority to, and shall not administer any type of discipline to students, enforce the general discipline of students, or give, advocate, or make any disciplinary recommendations or decisions. These actions remain wholly and exclusively within the duties and responsibilities of the Board of Education and its employees.

C. Pursuant to the provisions herein, the Board of Education shall have the right to direct that an SRO exit from and/or refuse entry to premises or the property of the Board of Education. In this event, the Chief of Police shall immediately be notified.

8. School Resource Office Placement.

A. At least thirty (30) days prior to the beginning of the school year, the Chief of Police shall send to the School Superintendent the names of officers that he proposes to assign as SROs. The Board of Education shall have the ability to object to any name provided within ten (10) days of the notification by the Chief of Police. In the event of objection, the Chief of Police and Board of Education representative shall meet on the matter to attempt to resolve the same. Both parties shall attempt to resolve the matter in good faith. If the parties do not reach an agreement, this Agreement shall terminate.

B. At no time during this Agreement, or any renewal, shall the Chief of Police remove and/or replace an assigned SRO without, first, speaking with the Board of Education and seeking permission for the same, unless for disciplinary action. In his discretion, the Chief of Police may terminate the employment of or discipline an SRO without first speaking with the Board of Education. In this event of removal or termination, the Chief of Police shall replace such SRO as soon as possible.

C. If the Board of Education is dissatisfied with an SRO who has been assigned to provide services under this Agreement, the Board of Education shall meet with the Chief of Police, immediately, to attempt to resolve the matter. If the Board of Education is still dissatisfied, it shall request, in writing, a replacement SRO. The Chief of Police shall diligently work to replace said SRO within an appropriate time frame from the date of the written request.

D. In the event of an emergency, if the Chief of Police orders one or more SROs to leave their school during normal duty hours as described above and to perform other services for the Chief of Police, then the time spent shall not be considered hours worked under this Agreement. In such case, the Chief of Police shall attempt to provide relief coverage within a reasonable time frame. If relief is not provided during the time that the SRO is diverted, then the School District will not be responsible for compensating for such diverted hours as provided on Exhibit B.

9. Chain of Command.

A. In the performance of their duties, SROs shall coordinate and communicate with the principal and administration of the school to which they are assigned. Notwithstanding subsection (B) of this paragraph, SROs will first report any incidences, occurrences, disturbances, or potential threats, which occur or are threatened on school campus, to the principal and/or appropriate administration.

B. SROs will be subject to the chain of command of the Chief of Police.

10. Responsibilities and Duties of Chief of Police.

During the term of this Agreement, and renewal thereof, the Chief of Police shall:

A. Ensure that each SRO shall have and maintain proper and unrestricted certification to perform the duties required herein.

B. Ensure that each SRO has completed the training stated in the provisions of O.C.G.A. § 35-8-27, as amended, prior to placement.

C. Provide each SRO with the proper uniform, equipment, personal protective equipment and transportation necessary to perform the duties under this Agreement.

D. Ensure that each SRO receives his or her wages and benefits from compensation provided herein in Paragraph 4. The City understands that it has the sole and exclusive responsibility to pay all wages to the SROs and all applicable federal and state income taxes and make any such required deductions, such as FICA, as necessary.

E. Solely be responsible for providing workers' compensation insurance coverage for the SROs during the term of this Agreement.

F. Cooperate with the Board of Education in the providing of SROs, relief SROs, replacement SROs and other matters related to this Agreement.

11. Access to Reports.

Any arrest, incident and/or investigation report or other documents or materials prepared or filed by the SROs or with the Chief of Police's Office, which may directly or indirectly relate to the activities of the Board of Education in its operation of the schools, facilities, and programs, shall be available to the appropriate Board of Education officers and agents, except in such event that disclosure of the report, document or material is specifically prevented by law.

12. Termination of Agreement.

This Agreement may be terminated as follows:

A. Upon sixty (60) days written notice by any party.

B. Upon five (5) business days' written notice for cause if an aggrieved party has provided notice of a material breach of the obligations set forth in this Agreement and the breaching party has failed to remedy or cure said breach no more than ten days after its receipt of the notice of breach.

C. Immediately by the Board of Education in the event that any SRO's certification is revoked, suspended, or engages in "unprofessional conduct" as defined by the Georgia Peace Officers Standards and Training Council.

D. Should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty (60) days' written notice to the other.

13. Indemnification.

A. The Board of Education will not at any time be responsible for the acts, actions or performance of the SRO, or the failure to act, inaction or failure to perform of the SRO. The City will indemnify and hold harmless the Board of Education, its officers, agents and employees for and against any and all claims for damages, demands and/or causes of action, including injury and death, caused by or which may result from the exercise by the SROs and City carrying out their duties and obligations pursuant to this Agreement, and any renewal, to the extent the negligence or inappropriate actions or activities of an officer, agents or employee of the Board of Education shall directly cause or contribute to any injury or damage for which a claim is made. However, at no time, shall the Board of Education have any responsibility or liability for the SROs carrying out any law enforcement duties and/or responsibilities.

B. The Board of Education will indemnify, save and hold the City, Chief of Police and the SRO(s) harmless from any and all claims for damages, demands or causes of action, which may result from the negligence or intentional conduct of the Board of Education, its officers, agents or employees carrying out their duties and obligations pursuant to this Agreement, and any renewal, to the extent the negligence or inappropriate actions or activities of an officer, agents or employee of the City and Chief of Police, including the SROs, shall directly cause or contribute to any injury or damage for which a claim is made.

14. Notices.

Any notice or communication required or permitted under this Agreement shall be delivered in person by a courier or by certified mail, return receipt requested, to the following or to such other address as one party may, from time to time, furnish to the other party in writing:

To the School District:

Board of Education
Attn: Superintendents Office
311 S. East Street
Kingsland, Georgia 31548

To the Chief of Police:

Chief of Police
Kingsland Police Department
111 S. Seaboard Street
Kingsland, Georgia 31548

To the City:

Kingsland, Georgia
Attn: City Manager
PO Box 250
107 S. Lee Street
Kingsland, Georgia 31548

15. Miscellaneous.

A. The parties agree that this Agreement represents the entire agreement between the parties and that this Agreement may only be modified in writing and said modification shall be signed by all the parties.

B. Should any provision of this Agreement be found to be void, invalid or unenforceable by a court of law, which finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the remaining provisions of this Agreement.

C. This Agreement is governed by the laws of the State of Georgia and any actions resulting from this Agreement shall be filed in a court of competent jurisdiction in Camden County, Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized and respective boards, have caused their names and seals to be affixed hereto, on the day and year first above written.

CAMDEN COUNTY BOARD OF EDUCATION
by and through its Board

Signed, sealed, and delivered
in the presence of:

____
John Tucker, Superintendent

____
Notary Public, Kingsland, Georgia
My commission expire:______________

Attest: __________________________________

[Notary Seal]

[BOARD SEAL]

City of Kingsland, by and
through its Mayor and City Council

Signed, sealed, and delivered
in the presence of:

____
Lee Spell, City Manager

____
Notary Public, Kingsland, Georgia
My commission expire:______________

Attest: __________________________________

[Notary Seal]

[CITY SEAL]

EXHIBIT A

SRO Duties and Responsibilities

A. Be a visible, active law enforcement figure on campus dealing with law enforcement, security matters and school code violations originating on the assigned campus for the purposes of discouraging criminal activity.

B. Monitor the school(s), programs, and events to ensure the safety of students and staff and respond to matters when asked by administrative staff that are within the purview of the services to be provided in this Agreement, including major disruptions and criminal offenses, which occur at Board of Education schools, programs, and events.

C. Be a resource for students, teachers and parents which will enable them to be associated with a law enforcement figure and role model in the students' environment by projecting a professional and approachable image to the same.

D. Investigate perceived and potential Board of Education rule violations, disruptions, and criminal matters, occurring upon Board of Education premises and at related events, at the direction of administrative staff and provide support to the same during such investigations.

E. While on duty for the Board of Education, report to the school administrative staff about investigations and assistance with investigations and share information with the administrator about persons and conditions that pertain to campus safety concerns.

F. Arrest and/or transport students, as deemed necessary by the SRO, when conduct occurs upon Board of Education premises and related events that warrant such actions.

G. Act upon the report of criminal activity or complaints by the Board of Education and exercise such duties and responsibilities as obligated of a law enforcement officer regarding the same.

H. While on duty for the Board of Education, report all crimes originating on campus and at off campus events and programs to the principal/administration. Information on cases that are worked off-campus by the Kingsland Police Department or other agencies involving students on a campus or events/programs of a school served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).

I. Understand that disciplining students is a Board of Education responsibility and, when necessary, take students who violate the code of conduct to the principal's office for discipline to be meted out by school officials.

J. Be involved in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, by resolving the problem to preserve the school climate.

K. Provide traffic control at school(s), programs, and events, when deemed necessary, for the safety of students, staff, and the general public.

L. Assist in the development of plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest, as requested by school administration.

M. Coordinate all of his/her activities with the principal and designated staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.

N. Provide, overall, law enforcement and security duties at Camden County schools, programs, and related events.

Q. Wear approved department uniform, formal business attire or business casual with appropriate Police logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the Board of Education and/or Chief of Police. The Board of Education and Chief of Police shall jointly set expectations and resolve any disputes in this area.

R. Wear their department authorized duty weapons in accordance with the Kingsland Police Department policy.

S. Function as a liaison between the Board of Education and the Kingsland Police Department and foster a strong, positive relationship between the same.

T. Be assigned to perform other security and patrol duties as requested by the Board of Education and agreed to by the Chief of Police.

U. Shall not act in any manner or engage in any behavior that the Board of Education believes is unbecoming, unwarranted or unethical with students, staff, and invitees.

Exhibit B

SRO Compensation

A. The Board of Education shall compensate the City equal to the actual costs that the City incurs for each SRO plus mileage at the current IRS rate outside normal commute to and from assigned school campus incurred by each SRO in performing their duties for the Board of Education. This compensation is for the services of the SRO for hours actually worked per school calendar year at rate structure below. If a relief or replacement SRO is utilized, the hourly rate compensation will not be altered. The compensation shall be as follows, with additional information shown on the School Resource Officers Reimbursement form attached hereto:

Officer	School	Regular Hourly Rate (includes benefits)	Overtime Rate (includes FICA)
Oliver	Camden Middle	$30.97	$35.35
Flowers	High School	$33.99	$39.41
Brown	High School	$29.28	$33.09

B. Compensation for SRO services shall be paid on a monthly basis at times agreed upon between the Board of Education and City.

C. Payment shall be made within thirty (30) days of receipt of a detailed invoice from the City identifying the SRO, hours worked and prorated pay for the SRO for the month.

D. SROs shall continue to accrue leave pursuant to the applicable policies of the Kingsland Police Department and/or City.

E. The Chief of Police may approve the Board of Education's request for services outside of the scheduled hours and scope of specified duties at an additional hourly rate per SRO assigned. Such rate and times shall be agreed upon by the Board of Education and Chief of Police, in writing, prior to the services being provided by the SRO. Overtime may be incurred by the SRO as a result of the approved additional services as requested by the Board of Education.

F. For purposes of this Agreement, and any renewal thereof, any hours incurred by an SRO in excess of 40 hours per pay period week will be designated as compensatory time, meaning the School District shall pay the equivalent of time and a half of the SRO's hourly rate of pay for every hour worked beyond 40 hours in a one-week pay period.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: Finance
Category: Agreement
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4159 A

AGENDA ITEM (ID # 4159)

Approval Of: Chris Gilman Stadium Scoreboard Cost Share

Camden County Public Service Authority (PSA) has asked for the County and Cities to share in the cost of a new electronic scoreboard for the Chris Gilman Stadium. PSA requested competitive bids and determined the successful bidder to be Electro-Mech for $296,244 along with logo and electrical upgrade for a total project cost of $313,244. Cost share based on the 2020 Census population would result in Kingsland's share to be $104,878. Funding source is general fund from the increase in Local Option Sales Tax revenue received.

Camden County Public Service Authority

Bid Tabulation

Video Scoreboard for Chris Gilman Stadium

Thursday, April 20th, 2023

Funding Source: General Fund (pending funding approval from Cities/County)

Vendor	Total Rating
Dalton Signs (Daxtronic)	50.1
Electro-Mech	77.08
Fair-Play	73.45

RFP 2023-003 Video Scoreboard for Chris Gilman Stadium				
Summary of Specifications Proposed for Video Scoreboard				
	Minimum Specifications as per Specs sheet in RFP:	**Dalton Signs (Daxtronic)**	**Electro-Mech**	**Fair-Play**
	Video Display			
Minimum Active Area	17"X30"	Did not specify - Cabinet is 16x30	20X32	17.7X31.5
Minimum Resolution	320 X 576	336X600	400x640	324x576
Minimum Number of Pixels	184,320	201,600	256,000	186,624
Minimum Number of LEDs	552,960	2,260,300	768,000	559,872
Maximum Pitch	16.0mm	15.24mm	15.24mm	16mm
Graphics Software	Contractor to Specify and include in base bid	yes	yes	yes
Viewing Agngle	Must be included in proposal	not clearly stated in bid	H: 120, V:140 Min	H: 160, V:140
Brightness	Capable of a brightness of level of 10,000 nits	10,000 nits	10,000 nits	8,000 nits
Cabinet Style	Contractor to Specify	see attachment #1	see attachment #2	see attachment #3
Cabling: UL or CE certified	UL or CE certified	yes	yes	yes
Warranty	5-year parts/2-year on-site labor	5year parts	11 year parts/5 year labor	5 year pars/labor not confirmed
Emergency On-Site Response Time	Procedure & approx time must be noted in proposal	24-48 hours plus game day support	30min-24hours	4 hours
Spare Parts Package	at least 5% critical components & modules	yes	yes	yes
Design	Contractor to show rendition of the board	See attachment #1	See attachment #2	See attachment #3
Provides solution to tie North and South end scoreboards	new south end video scoreboard should be compatible w/ both play clocks and existing north end scoreboard	yes	yes	no
Cost		$ 396,855.00	$ 296,244.00	$ 198,762.00

Allocation

Entity	Population	Percentage	Scoreboard $313,244 Allocation
Kingsland	18,337	33.48%	$104,878
St Marys	18,252	33.33%	$104,392
Woodbine	1,062	1.94%	$6,074
County	17,117	31.25%	$97,900
Total	54,768	100.00%	$313,244

Source: Census, 2020

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4168)

Meeting: 05/08/23 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4168

Approval Of: IGA for Use of Kingsland Fuel Depot

Intergovernmental Agreements with Camden County, Camden County Board of Education, Camden County Emergency Management Agency, and Camden County Public Service Authority for the use of the Kingsland Fuel Depot and sale of fuel for governmental functions and activities.

Staff recommends approval.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF KINGSLAND, GEORGIA AND

CAMDEN COUNTY BOARD OF COMMISSIONERS

This Agreement ("Agreement") is made effective as of the _____ day of __________, 2023, by and between the City of Kingsland, Georgia, acting by and through its Mayor and City Council ("Kingsland") and the Camden County Board of Commissioners, acting by and through its Board ("CAMDEN COUNTY"); and

WHEREAS, City of Kingsland, as a government, is authorized by § O.C.G.A. 36-34-2 (5) to enter into intergovernmental services agreements; and

WHEREAS, CAMDEN COUNTY is authorized to make and execute contracts with municipalities in the same county where the city of Kingsland is located; and

WHEREAS, Kingsland operates a fueling station (Fuel Depot) for the purpose of providing Gasoline and Diesel fuel to Public Equipment for the sole purpose of providing public services including, but not limited to, emergency response, public works services, sanitation services, public utility services and other related governmental services; and

WHEREAS, Kingsland and CAMDEN COUNTY desire to share operational costs of maintaining a fuel facility for their mutual use and benefit in order to most cost-effectively provide gasoline and other fuels for use in governmental functions and activities and to facilitate intergovernmental efficiencies for obtaining fuel and gasoline for vehicles used for governmental functions and activities.

NOW, THEREFORE, Kingsland and CAMDEN COUNTY (collectively, the "Parties") agree as follows:

1. Kingsland agrees to sell fuel, including gasoline and diesel, to the CAMDEN COUNTY at the price per gallon that Kingsland pays the distributor/wholesaler for the fuel plus $0.10 per gallon. The price per gallon is expected to vary from shipment to shipment. Kingsland will account for all fuel on the basis of "first in, first out" with the price per gallon being charged for the first gas in the holding tank, until that gas has been used, after which the price per gallon charged will be for the next most recent delivery of fuel from the distributor.

2. Kingsland will provide documentation, upon request, of the price per gallon charged, including applicable invoices for fuel.

3. Kingsland will provide CAMDEN COUNTY with a key and code to access fuel at the Fuel Depot, the cost for each key issued is $10.00. CAMDEN COUNTY agrees that such key/code shall remain in the possession of and will be provided only to those employees or authorized representatives of CAMDEN COUNTY that have been properly trained and hold a minimum Class “C” Fuel Pump Operators Training Certificate as mandated by the Environmental Protection Division and whose duti include putting fuel in vehicles used by the CAMDEN COUNTY for governmental functions and activities.

4. Kingsland will bill CAMDEN COUNTY on a monthly basis for all fuel pumped to the key/code authorized for use by the CAMDEN COUNTY. CAMDEN COUNTY is responsible for any internal controls to ensure that all fuel pumped using the authorized key has been used solely for governmenta functions and activities. Upon request, CAMDEN COUNTY will provide Kingsland with a written explanation of the government function and activity related to any purchase in excess of one hundred (100) gallons of fuel in a single transaction.

5. CAMDEN COUNTY agrees to indemnify Kingsland against any and all claims related to unlawful, improper or unauthorized use of any fuel, including gasoline, purchased from Kingsland.

6. This Agreement is the entire agreement of the Parties and may not be amended except in writing and signed by both Parties. All prior discussion and understandings of the Parties are hereby merged into this Agreement.

7. This Agreement is effective upon execution by both parties for a period ending June 30, 2024, anc may be renewed by the parties for additional terms as the Parties may agree.

8. This Agreement may be terminated by either Party upon thirty (30) days notice, except that Kingsland may terminate this Agreement without notice at any time that CAMDEN COUNTY uses fuel, or allows the use of fuel it has purchased, including gasoline and diesel, for non-governmental functions and activities.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date first written above.

City of Kingsland, by its Mayor and City Council

____
Dr. C. Grayson Day, Jr., Mayor

Date: ______________________

Attest:

____
Jean O. Seigler-Horne, City Clerk

Camden County Board of Commissioners

____
(name/title)

Date: _________________

Attest:

____
Name/Title

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF KINGSLAND, GEORGIA AND

CAMDEN COUNTY BOARD OF EDUCATION

This Agreement ("Agreement") is made effective as of the _____ day of __________, 2023, by and between the City of Kingsland, Georgia, acting by and through its Mayor and City Council ("Kingsland") and the Camden County Board of Education, acting by and through its Board ("BOARD OF EDUCATION"); and

WHEREAS, City of Kingsland, as a government, is authorized by § O.C.G.A. 36-34-2 (5) to enter into intergovernmental services agreements; and

WHEREAS, BOARD OF EDUCATION is authorized to make and execute contracts with municipalities in the same county where the city of Kingsland is located; and

WHEREAS, Kingsland operates a fueling station (Fuel Depot) for the purpose of providing Gasoline and Diesel fuel to Public Equipment for the sole purpose of providing public services including, but not limited to, emergency response, public works services, sanitation services, public utility services and other related governmental services; and

WHEREAS, Kingsland and BOARD OF EDUCATION desire to share operational costs of maintaining a fuel facility for their mutual use and benefit in order to most cost-effectively provide gasoline and other fuels for use in governmental functions and activities and to facilitate intergovernmental efficiencies for obtaining fuel and gasoline for vehicles used for governmental functions and activities.

NOW, THEREFORE, Kingsland and BOARD OF EDUCATION (collectively, the "Parties") agree as follows:

1. Kingsland agrees to sell fuel, including gasoline and diesel, to the BOARD OF EDUCATION at the price per gallon that Kingsland pays the distributor/wholesaler for the fuel plus $0.10 per gallon. The price per gallon is expected to vary from shipment to shipment. Kingsland will account for all fuel on the basis of "first in, first out" with the price per gallon being charged for the first gas in the holding tank, until that gas has been used, after which the price per gallon charged will be for the next most recent delivery of fuel from the distributor.

2. Kingsland will provide documentation, upon request, of the price per gallon charged, including applicable invoices for fuel.

3. Kingsland will provide BOARD OF EDUCATION with a key and code to access fuel at the Fuel Depot, the cost for each key issued is $10.00. BOARD OF EDUCATION agrees that such key/code sha remain in the possession of and will be provided only to those employees or authorized representative of BOARD OF EDUCATION that have been properly trained and hold a minimum Class “C” Fuel Pum Operators Training Certificate as mandated by the Environmental Protection Division and whose duti include putting fuel in vehicles used by the BOARD OF EDUCATION for governmental functions and activities.

4. Kingsland will bill BOARD OF EDUCATION on a monthly basis for all fuel pumped to the key/code authorized for use by the BOARD OF EDUCATION. BOARD OF EDUCATION is responsible for any internal controls to ensure that all fuel pumped using the authorized key has been used solely for governmental functions and activities. Upon request, BOARD OF EDUCATION will provide Kingsland with a written explanation of the government function and activity related to any purchase in excess of one hundred (100) gallons of fuel in a single transaction.

5. BOARD OF EDUCATION agrees to indemnify Kingsland against any and all claims related to unlawful, improper or unauthorized use of any fuel, including gasoline, purchased from Kingsland.

6. This Agreement is the entire agreement of the Parties and may not be amended except in writing and signed by both Parties. All prior discussion and understandings of the Parties are hereby merged into this Agreement.

7. This Agreement is effective upon execution by both parties for a period ending June 30, 2024, anc may be renewed by the parties for additional terms as the Parties may agree.

8. This Agreement may be terminated by either Party upon thirty (30) days notice, except that Kingsland may terminate this Agreement without notice at any time that BOARD OF EDUCATION uses fuel, or allows the use of fuel it has purchased, including gasoline and diesel, for non-governmental functions and activities.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date first written above.

City of Kingsland, by its Mayor and City Council

____

Dr. C. Grayson Day, Jr., Mayor

Date: ________________________

Attest:

____

Jean O. Seigler-Horne, City Clerk

Camden County Board of Education

____

(name/title)

Date: __________________

Attest:

____

Name/Title

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF KINGSLAND, GEORGIA AND

CAMDEN COUNTY EMERGENCY MANAGEMENT AGENCY

This Agreement (“Agreement”) is made effective as of the _____ day of ___________, 2023, by and between the City of Kingsland, Georgia, acting by and through its Mayor and City Council (“Kingsland”) and the Camden County Emergency Management Agency, acting by and through the Camden County Board of Commissioners, (“EMA”); and

WHEREAS, City of Kingsland, as a government, is authorized by § O.C.G.A. 36-34-2 (5) to enter into intergovernmental services agreements; and

WHEREAS, EMA is authorized to make and execute contracts with municipalities in the same county where the city of Kingsland is located; and

WHEREAS, Kingsland operates a fueling station (Fuel Depot) for the purpose of providing Gasoline and Diesel fuel to Public Equipment for the sole purpose of providing public services including, but not limited to, emergency response, public works services, sanitation services, public utility services and other related governmental services; and

WHEREAS, Kingsland and EMA desire to share operational costs of maintaining a fuel facility for their mutual use and benefit in order to most cost-effectively provide gasoline and other fuels for use in governmental functions and activities and to facilitate intergovernmental efficiencies for obtaining fuel and gasoline for vehicles used for governmental functions and activities.

NOW, THEREFORE, Kingsland and EMA (collectively, the “Parties”) agree as follows:

1. Kingsland agrees to sell fuel, including gasoline and diesel, to the EMA at the price per gallon that Kingsland pays the distributor/wholesaler for the fuel plus $0.10 per gallon. The price per gallon is expected to vary from shipment to shipment. Kingsland will account for all fuel on the basis of “first in, first out” with the price per gallon being charged for the first gas in the holding tank, until that gas has been used, after which the price per gallon charged will be for the next most recent delivery of fuel from the distributor.

2. Kingsland will provide documentation, upon request, of the price per gallon charged, including applicable invoices for fuel.

3. Kingsland will provide EMA with a key and code to access fuel at the Fuel Depot, the cost for eac key is $10.00. EMA agrees that such key/code shall remain in the possession of and will be provided only to those employees or authorized representatives of EMA that have been properly trained and hol a minimum Class "C" Fuel Pump Operators Training Certificate as mandated by the Environmental Protection Division and whose duties include putting fuel in vehicles used by the EMA for governmental functions and activities.

4. Kingsland will bill EMA on a monthly basis for all fuel pumped to the key/code authorized for use by the EMA. EMA is responsible for any internal controls to ensure that all fuel pumped using the authorized key has been used solely for governmental functions and activities. Upon request, EMA will provide Kingsland with a written explanation of the government function and activity related to any purchase in excess of one hundred (100) gallons of fuel in a single transaction.

5. EMA agrees to indemnify Kingsland against any and all claims related to unlawful, improper or unauthorized use of any fuel, including gasoline, purchased from Kingsland.

6. This Agreement is the entire agreement of the Parties and may not be amended except in writing and signed by both Parties. All prior discussion and understandings of the Parties are hereby merged into this Agreement.

7. This Agreement is effective upon execution by both parties for a period ending June 30, 2024, anc may be renewed by the parties for additional terms as the Parties may agree.

8. This Agreement may be terminated by either Party upon thirty (30) days notice, except that Kingsland may terminate this Agreement without notice at any time that EMA uses fuel, or allows the use of fuel it has purchased, including gasoline and diesel, for non-governmental functions and activities.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date first written above.

City of Kingsland, by its Mayor and City Council

____

Dr. C. Grayson Day, Jr., Mayor

Date: ________________________

Attest:

____

Jean O. Seigler-Horne, City Clerk

Camden County Emergency Management Agency

____

(name/title)

Date: ___________________

Attest:

____

Name/Title

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF KINGSLAND, GEORGIA AND

CAMDEN COUNTY PUBLIC SERVICE AUTHORITY

This Agreement ("Agreement") is made effective as of the _____ day of ___________, 2023, by and between the City of Kingsland, Georgia, acting by and through its Mayor and City Council ("Kingsland") and the Camden County Public Service Authority, acting by and through its Board, ("PSA"); and

WHEREAS, City of Kingsland, as a government, is authorized by § O.C.G.A. 36-34-2 (5) to enter into intergovernmental services agreements; and

WHEREAS, PSA is authorized to make and execute contracts with municipalities in the same county where the city of Kingsland is located; and

WHEREAS, Kingsland operates a fueling station (Fuel Depot) for the purpose of providing Gasoline and Diesel fuel to Public Equipment for the sole purpose of providing public services including, but not limited to, emergency response, public works services, sanitation services, public utility services and other related governmental services; and

WHEREAS, Kingsland and PSA desire to share operational costs of maintaining a fuel facility for their mutual use and benefit in order to most cost-effectively provide gasoline and other fuels for use in governmental functions and activities and to facilitate intergovernmental efficiencies for obtaining fuel and gasoline for vehicles used for governmental functions and activities.

NOW, THEREFORE, Kingsland and PSA (collectively, the "Parties") agree as follows:

1. Kingsland agrees to sell fuel, including gasoline and diesel, to the PSA at the price per gallon that Kingsland pays the distributor/wholesaler for the fuel plus $0.10 per gallon. The price per gallon is expected to vary from shipment to shipment. Kingsland will account for all fuel on the basis of "first in, first out" with the price per gallon being charged for the first gas in the holding tank, until that gas has been used, after which the price per gallon charged will be for the next most recent delivery of fuel from the distributor.

2. Kingsland will provide documentation, upon request, of the price per gallon charged, including applicable invoices for fuel.

3. Kingsland will provide PSA with a key and code to access fuel at the Fuel Depot, the cost for each key issued is $10.00. PSA agrees that such key/code shall remain in the possession of and will be provided only to those employees or authorized representatives of PSA that have been properly trained and hold a minimum Class "C" Fuel Pump Operators Training Certificate as mandated by the Environmental Protection Division and whose duties include putting fuel in vehicles used by the PSA for governmental functions and activities.

4. Kingsland will bill PSA on a monthly basis for all fuel pumped to the key/code authorized for use by the PSA. PSA is responsible for any internal controls to ensure that all fuel pumped using the authorized key has been used solely for governmental functions and activities. Upon request, PSA will provide Kingsland with a written explanation of the government function and activity related to any purchase in excess of one hundred (100) gallons of fuel in a single transaction.

5. PSA agrees to indemnify Kingsland against any and all claims related to unlawful, improper or unauthorized use of any fuel, including gasoline, purchased from Kingsland.

6. This Agreement is the entire agreement of the Parties and may not be amended except in writing and signed by both Parties. All prior discussion and understandings of the Parties are hereby merged into this Agreement.

7. This Agreement is effective upon execution by both parties for a period ending June 30, 2024, and may be renewed by the parties for additional terms as the Parties may agree.

8. This Agreement may be terminated by either Party upon thirty (30) days notice, except that Kingsland may terminate this Agreement without notice at any time that PSA uses fuel, or allows the use of fuel it has purchased, including gasoline and diesel, for non-governmental functions and activities.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date first written above.

City of Kingsland, by its Mayor and City Council

____
Dr. C. Grayson Day, Jr., Mayor

Date: _______________________

Attest:

____
Jean O. Seigler-Horne, City Clerk

Camden County Public Service Authority

____
(name/title)

Date: __________________

Attest:

____
Name/Title

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Manager
Category: Contract
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4170

AGENDA ITEM (ID # 4170)

Approval Of: 2023-2027 Contract with Axon Enterprises for 45 Taser 7 Units

5-year agreement with Axon Enterprises to provide KPD with 45 upgraded Taser-7 units @ $156,080.00 ($31,216.00 annually.) Contract includes Instructor Courses and Certification Bundle. Also includes unlimited duty cartridges and an annual allotment of training cartridges, no-cost replacement of damaged units, and a transfer credit of $5,920.00. Year one (1) was approved in the KPD Capital Outlay budget. Axon is a sole source provider.

Staff recommends approval.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-399491-44909.717RM

Issued: 12/14/2022
Quote Expiration: 12/31/2022
Estimated Contract Start Date: 02/01/2023
Account Number: 113037
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Delivery-111 Seaboard St 111 Seaboard St Kingsland, GA 31548-5863 USA	Kingsland Police Dept. - GA PO Box 1658 Kingsland, GA 31548-1658 USA Email:	Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Ricky Evans Phone: (912) 729-8254 Email: revans@kingslandga.gov Fax: (912) 729-8628

Quote Summary

Program Length	60 Months
TOTAL COST	$156,080.00
ESTIMATED TOTAL W/ TAX	$156,080.00

Discount Summary

Average Savings Per Year	$8,193.55
TOTAL SAVINGS	$40,967.75

Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	$31,216.00	$0.00	$31,216.00
Jan 2024	$31,216.00	$0.00	$31,216.00
Jan 2025	$31,216.00	$0.00	$31,216.00
Jan 2026	$31,216.00	$0.00	$31,216.00
Oct 2027	$31,216.00	$0.00	$31,216.00
Total	**$156,080.00**	**$0.00**	**$156,080.00**

Quote Unbundled Price: $197,047.75
Quote List Price: $163,540.7
Quote Subtotal: $156,080.0

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Tota
Program									
100552	TRANSFER CREDIT - GOODS	1			$1.00	($5,920.00)	($5,920.00)	$0.00	($5,920.0
T7Cert	2021 Taser 7 Certification Bundle	45	60	$72.41	$60.00	$60.00	$162,000.00	$0.00	$162,000.0
A la Carte Hardware									
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			$789.75	$0.00	$0.00	$0.00	$0.0
A la Carte Services									
20120	TASER INSTRUCTOR COURSE VOUCHER	2			$375.00	$0.00	$0.00	$0.00	$0.0
Total							**$156,080.00**	**$0.00**	**$156,080.0**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	45	01/01/2023
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	01/01/2023
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	54	01/01/2023
2021 Taser 7 Certification Bundle	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	01/01/2023
2021 Taser 7 Certification Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	42	01/01/2023
2021 Taser 7 Certification Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	3	01/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	135	01/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	90	01/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	135	01/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	90	01/01/2023
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	90	01/01/2023
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	90	01/01/2023
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	45	01/01/2023
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	45	01/01/2023
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2023
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2023
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	01/01/2023
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2023
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2023
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	01/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	90	01/01/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	90	01/01/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	90	01/01/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	90	01/01/2025
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	90	01/01/2025
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	90	01/01/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	90	01/01/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	90	01/01/2026
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	90	01/01/2027
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	90	01/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	45	02/01/2023	01/31/2028
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	02/01/2023	01/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	20120	TASER INSTRUCTOR COURSE VOUCHER	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	54	01/01/2024	01/31/2028
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	45	01/01/2024	01/31/2028
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	1	01/01/2024	01/31/2028
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2024	01/31/2028

Payment Details

Jan 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	($1,184.00)	$0.00	($1,184.00)
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	$0.00	$0.00	$0.00
Year 1	20120	TASER INSTRUCTOR COURSE VOUCHER	2	$0.00	$0.00	$0.00
Year 1	T7Cert	2021 Taser 7 Certification Bundle	45	$32,400.00	$0.00	$32,400.00
Total				**$31,216.00**	**$0.00**	**$31,216.00**

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	($1,184.00)	$0.00	($1,184.00)
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	$0.00	$0.00	$0.00
Year 2	20120	TASER INSTRUCTOR COURSE VOUCHER	2	$0.00	$0.00	$0.00
Year 2	T7Cert	2021 Taser 7 Certification Bundle	45	$32,400.00	$0.00	$32,400.00
Total				**$31,216.00**	**$0.00**	**$31,216.00**

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	($1,184.00)	$0.00	($1,184.00)
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	$0.00	$0.00	$0.00
Year 3	20120	TASER INSTRUCTOR COURSE VOUCHER	2	$0.00	$0.00	$0.00
Year 3	T7Cert	2021 Taser 7 Certification Bundle	45	$32,400.00	$0.00	$32,400.00
Total				**$31,216.00**	**$0.00**	**$31,216.00**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	($1,184.00)	$0.00	($1,184.00)
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	$0.00	$0.00	$0.00
Year 4	20120	TASER INSTRUCTOR COURSE VOUCHER	2	$0.00	$0.00	$0.00
Year 4	T7Cert	2021 Taser 7 Certification Bundle	45	$32,400.00	$0.00	$32,400.00
Total				**$31,216.00**	**$0.00**	**$31,216.00**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	($1,184.00)	$0.00	($1,184.00)
Year 5	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	$0.00	$0.00	$0.00
Year 5	20120	TASER INSTRUCTOR COURSE VOUCHER	2	$0.00	$0.00	$0.00
Year 5	T7Cert	2021 Taser 7 Certification Bundle	45	$32,400.00	$0.00	$32,400.00
Total				**$31,216.00**	**$0.00**	**$31,216.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/14/2022

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SCOTTSDALE, ARIZONA 85255

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1/29/2023

To: **United States state, local and municipal law enforcement agencies**

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AL, AR, CA, CT, DE, FL, GA, HI, IA IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TN, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch

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- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.

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- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   - TASER 10 Models: 100390, 100391
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for energy weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 10 Magazines
   - TASER 10 live duty magazine (black), item number 100393
   - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
   - TASER 10 live training magazine (purple), item number 100395
   - TASER 10 inert training magazine (red), item number 100396

4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to

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function in the probe deployment mode)

- TASER 10 live cartridge, item number 100399
- TASER 10 HALT cartridge, item number 10400
- TASER 10 inert cartridge, item number 100401

5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 22175
   - Close Quarter cartridge, 12 degrees, Model 22176
   - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
   - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
   - Inert cartridge, 3.5 degrees, Model 22179
   - Inert cartridge, 12 degrees, Model 22181

6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22188
   - 21-foot Model: 22189
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 22190

7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22184
   - 25-foot Model: 22185
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157

8. Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:
   - Tactical battery pack Model 20018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

10. Power Modules (Battery Packs) for X26P and X2 energy weapons:
    - Performance Power Magazine (PPM) Model: 22010
    - Tactical Performance Power Magazine (TPPM) Model: 22012
    - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
    - eXtended Performance Power Magazine (XPPM) Model: 11010
    - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

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11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
    - TASER Weapons Dock Core and Multi-bay Module: 74200
    - TASER Weapons Dock Core and Single-bay Module: 74201
    - TASER Weapons Dock Single Bay Dataport: 74208

12. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

14. Energy Weapon Holsters:
    - Right-hand TASER 10 holster by Safariland Model: 100611
    - Left-hand TASER 10 holster by Safariland Model: 100613
    - Right-hand TASER 10 holster by Blade-Tech Model: 100614
    - Left-hand TASER 10 holster by Blade-Tech Model: 100615
    - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
    - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
    - Ambidextrous TASER 10 holster by So-Tech Model: 100621
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
    - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
    - Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
    - Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

15. Enhanced HALT Suit Model: 100623

16. TASER Simulation Suit II Model: 44550

17. HALT Suit Model: 20050

18. TASER 7 conductive target Model: 80087

19. TASER 7 Target Frame Model: 80090

TASER 7 Warranties

1. Tactical Battery Pack Model 20041

2. TASER 7 Dock and Core Warranty Model: 20042

3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

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TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.

2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.

3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.

4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.

5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.

6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)

7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.

8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.

9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.

10. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years.

11. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.

12. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program

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SCOTTSDALE, ARIZONA 85255

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management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.

14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
15. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
16. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
17. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS Choose an item.	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	**Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4169)

Meeting: 05/08/23 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4169

Approval of: Election of Georgia Municipal Association (GMA) District 12 Officers for 2023-2024

Approval of the nominees for the GMA District 12 Officers for 2023-2024

ELECTION OF GMA'S DISTRICT 12 OFFICERS FOR 2023-2024

BALLOT

The nominating committee comprised of current District 12 officers nominated the following city officials as GMA's District 12 Officers for 2023-2024:

- President — Russ Deen, Mayor, Guyton
- First Vice President — Lisa James, Councilmember, St. Mary's
- Second Vice President — Patrick Kirkland, Councilmember, Rincon
- Third Vice President — Paulette Chavers, Councilmember, Statesboro

Is your city in favor of the nominees for positions of President, First Vice President, Second Vice President, and Third Vice President

Yes ____ No _____

Please provide the following information:

City: Kingsland

Name of person submitting ballot: Dr. C. Grayson Day, Jr.

I affirm that I am authorized to vote on behalf of the city:

Signature: ____

Please mail or email the ballot by June 2 to:
Pam Helton, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; email at phelton@gacities.com .

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/08/23 06:00 PM
Department: City Manager
Category: Appointment
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4166

AGENDA ITEM (ID # 4166)

Removal and Appointment of Kingsland's Resident Public Service Authority Board Member

Removal of Kingsland's PSA Resident Member appointment Mr. Terry Landreth, and appointment of replacement members.