



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MAY 28, 2024

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

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

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

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

V. RECOGNITION

- 1. Employee Recognition: Angie Bogler & Hannah Smith -

Completion of Carl Vinson Institute of Government's Level I Local Government
Finance Officer Certification Program.

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

- 1. Approval of Annexation & Zoning Designation - Parcel 108 004A -

Scott E. Gay has applied for the Annexation of parcel 108 004A containing approximately 11.39 acres located at 327 Haddock Road in the unincorporated area of Camden County. The purpose of the Annexation is to have water and sewer access to the parcel for a proposed grant assisted low income 40-unit multi-family project. The applicant is also requesting a zoning designation of R-3 (Medium and High Density Residential) for the parcel if the annexation is approved, which is consistent with the existing county zoning. There is existing water and sewer access in the area. Current zoning is R-3 (County). Staff recommends approval based on the fact that the County re-zoned the property to R-3 for the purpose of the Multifamily Project.

Planning Commission recommends approval.

VIII. NEW BUSINESS

1. Approval Of: Engineering Service Agreement for Three Culvert Crossings in the Meadows -

Approval of an \$8,600 Lump Sum proposal by Roberts Civil engineering for examination and replacement of three culverts in The Meadows subdivision.

Staff recommends approval.

2. Approval Of: Proposal for Engineering Services for Three Driveways on Royal Parkway at the Lawn -

Approval of a \$16,900.00 civil engineering service agreement for three driveways on Royal Parkway at The Lawn. Funding available in Capital Projects Fund.

Staff recommends approval.

3. Approval Of: Engineering Service Agreement for Royal Parkway Sidewalk -

Approval of Civil Engineering Services for new sidewalk on Royal Parkway from U.S. 17 to existing sidewalk at Caney Heights adjacent to The Lawn. SPLOST VIII funding is available.

Staff recommends approval.

4. Approval Of: Ordinance 2024-08 Water, Sewer, Solid Waste Fees -

To amend the water, sewer, and solid waste ordinance for purpose of amending solid waste collection fee schedule and fire hydrant meter fees.

5. Approval Of: Resolution #2024-09 FY 2023-24 Mid-Year Budget Revisions -

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

TABLED

AGENDA ITEM (ID # 4451)

Meeting: 05/28/24 06:00 PM
Department: Finance
Category: Recognition
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4451

5.1

Employee Recognition: Angie Bogler & Hannah Smith

Completion of Carl Vinson Institute of Government's Level I Local Government Finance Officer Certification Program.

HISTORY:

05/13/24

City Council

DEFERRED

Next: 05/28/24



City Council
107 South Lee Street
Kingsland, GA 31548

Meeting: 05/28/24 06:00 PM
Department: Planning and Zoning
Category: Annexation
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

TABLED

AGENDA ITEM (ID # 4449)

DOC ID: 4449

Approval of Annexation & Zoning Designation - Parcel 108 004A

Scott E. Gay has applied for the Annexation of parcel 108 004A containing approximately 11.39 acres located at 327 Haddock Road in the unincorporated area of Camden County. The purpose of the Annexation is to have water and sewer access to the parcel for a proposed grant assisted low income 40-unit multi-family project. The applicant is also requesting a zoning designation of R-3 (Medium and High Density Residential) for the parcel if the annexation is approved, which is consistent with the existing county zoning. There is existing water and sewer access in the area. Current zoning is R-3 (County). Staff recommends approval based on the fact that the County re-zoned the property to R-3 for the purpose of the Multifamily Project.

Planning Commission recommends approval.

HISTORY:

05/13/24

City Council

DEFERRED

Next: 05/28/24

Item removed during consent docket.



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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: May 6, 2024

City Council Meeting Date: May 13, 2024

Agenda Item: Annexation Request and Zoning Designation

Background:

The surrounding properties are mostly single family residential with no multifamily residential within the Haddock Rd. area. The existing site plan for the project was submitted to the county in 2022 and the property was rezoned to R-3 (High Density Multifamily). The property owner is not the developer of the project.

Summary:

Scott E. Gay has applied for the Annexation of parcel 108 004A containing approx. 11.39 acres located at 327 Haddock Rd. in the unincorporated area of Camden County. The purpose of the Annexation is to have water and sewer access to the parcel for a proposed grant assisted low income 40-unit multifamily project. The applicant is also requesting a zoning designation of R-3 (Medium and High Density Residential) for the parcel if the annexation is approved, which is consistent with the existing county zoning. There is existing water and sewer access in the area.

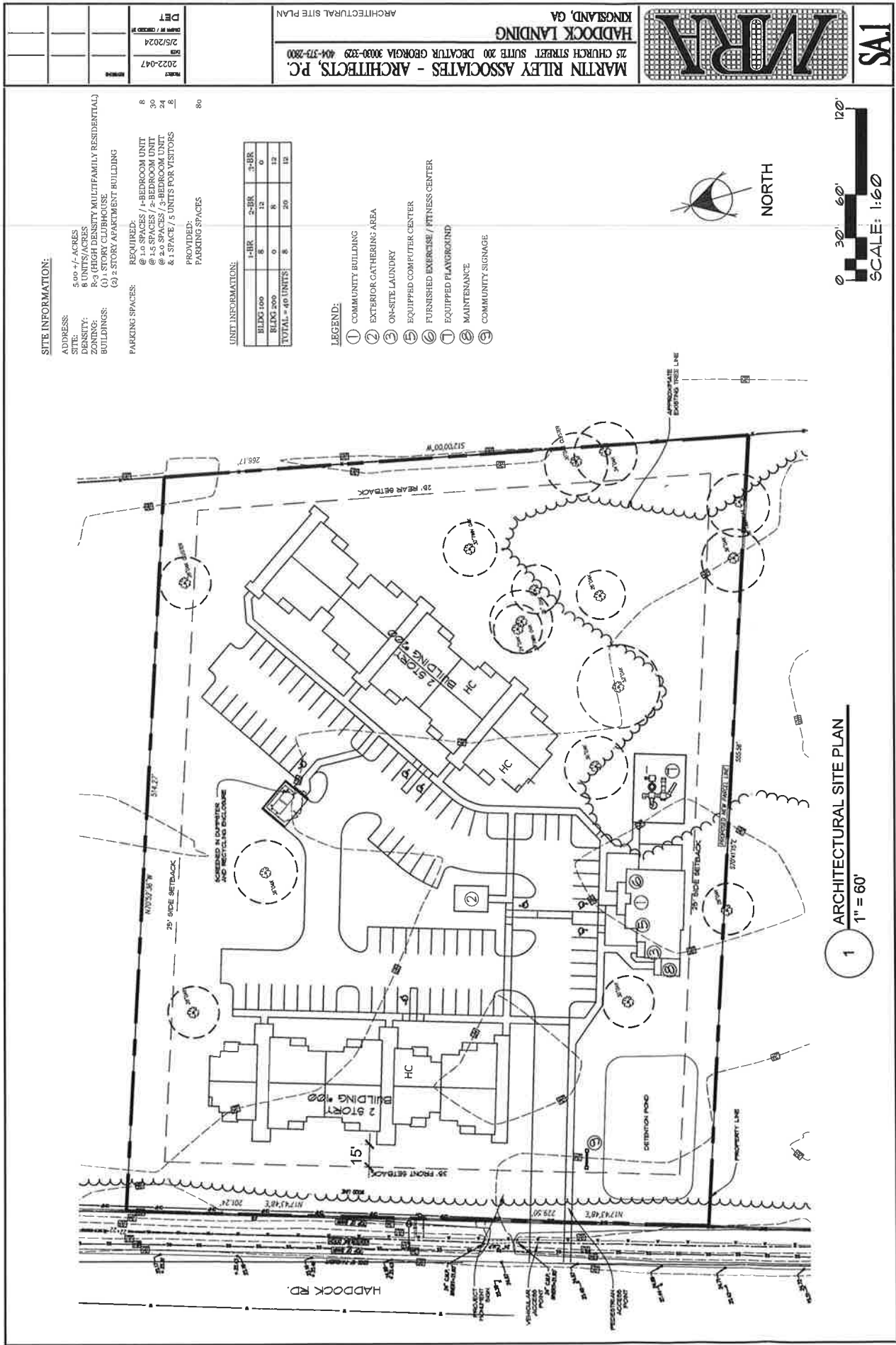
Current Zoning: R-3 (County)

Is Proposal Consistent with the Comprehensive Plan? N/A

Staff Recommendation: Staff Recommends approval based on the fact that the County rezoned the property to R-3 for the purpose of the Multifamily Project.

Scott L. Kimball
Planning Director







Camden County, GA



Overview

Legend

- ☐ Parcels
- USA Major Highways
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
 - City Labels

Parcel ID	108 004A	Owner	GAY SCOTT EDWARD	Last 2 Sales			
Class Code	Residential		228 FLEA HILL PLACE	Date	Net Price	Reason	Qual
Taxing District	42 UNINCORPORATED SERVICE DIST		KINGSLAND, GA 31548	9/1/1996	0	NM	U
	42 UNINCORPORATED SERVICE DIST	Physical Address	327 HADDOCK RD	n/a	0	n/a	n/a
Acres	11.39	Assessed Value	Value \$58263				

(Note: Not to be used on legal documents)

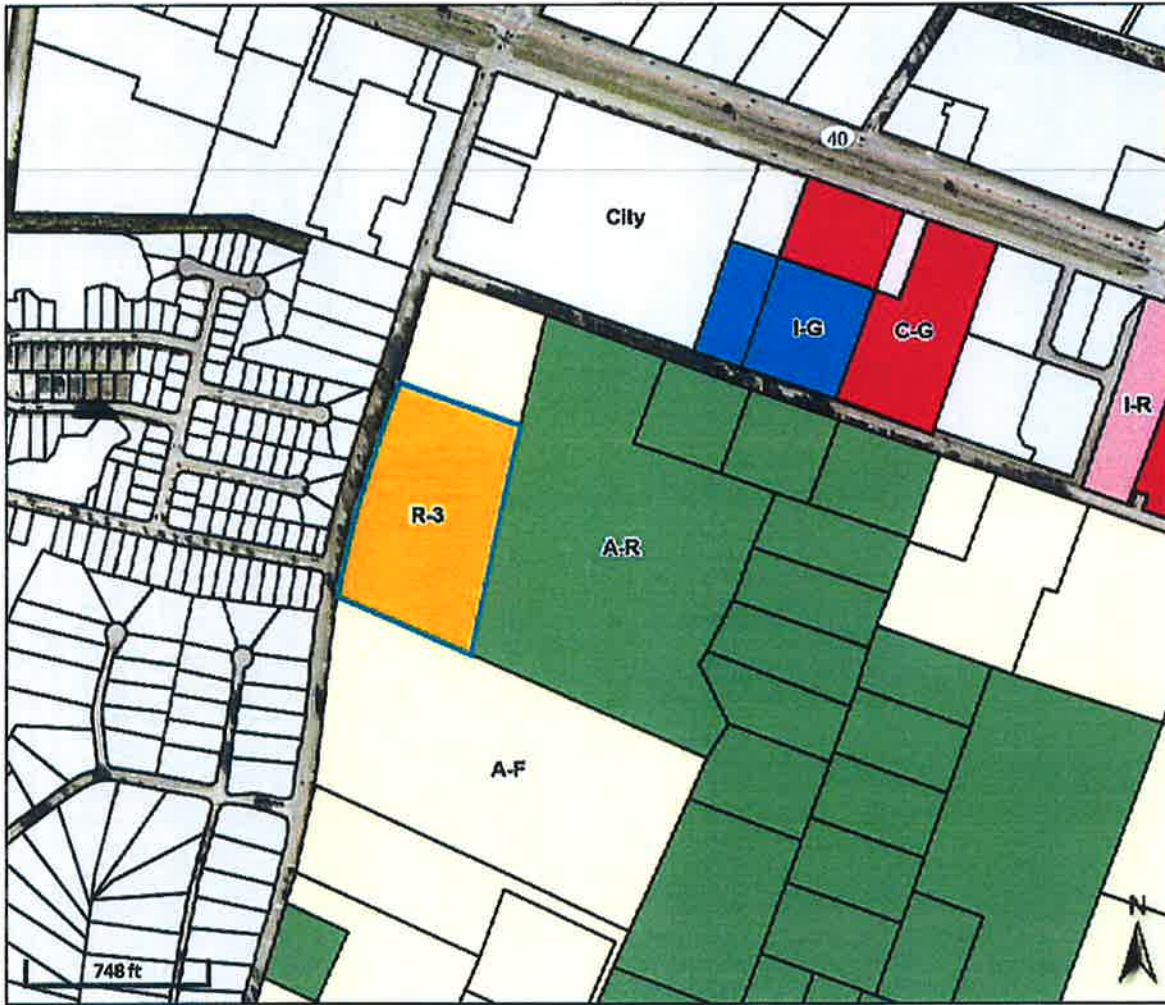
Date created: 4/8/2024

Last Data Uploaded: 4/6/2024 2:38:02 AM

Developed by Schneider
GEOSPATIAL



Camden County, GA



Overview

Legend

- Parcels
- USA Major Highways
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
- City Labels
- Zoning**
 - A-F
 - A-R
 - C-G
 - C-I
 - C-N
 - C-P
 - City
 - I-G
 - I-R
 - LCI
 - MHP
 - PD
 - R-1
 - R-2
 - R-3
 - RVD
 - Unknown

Parcel ID	108 004A	Owner	GAY SCOTT EDWARD	Last 2 Sales			
Class Code	Residential		228 FLEA HILL PLACE	Date	Net Price	Reason	Qual
Taxing District	42 UNINCORPORATED SERVICE DIST		KINGSLAND, GA 31548	9/1/1996	0	NM	U
	42 UNINCORPORATED SERVICE DIST	Physical Address	327 HADDOCK RD	n/a	0	n/a	n/a
Acres	11.39	Assessed Value	Value \$58263				

(Note: Not to be used on legal documents)

Zoning is for reference only. Please visit [Camden County Zoning Maps](#) for up to date zoning maps.

May Agordo.



**APPLICATION TO CITY OF KINGSLAND, GEORGIA
TO ANNEX LANDS/ DE-ANNEX**

The undersigned desire to annex/de-annex certain land into/out of the City of Kingsland, Georgia, which land is shown on Tax Map 42, Block _____, Parcel 108 004A has a street address of 327 Haddock Rd, Kingsland GA 31548, and is more fully and completely described in *Exhibit "A" attached hereto and hereby made a part hereof*. Such land is currently located in the unincorporated area of Camden County, Georgia, and is currently zoned R3 by the City of Kingsland/Camden County. I/We, the undersigned, desire to have this property annexed/de-annexed into/from the City of Kingsland, Georgia. I/We further desire to have a zoning classification of R3 at the time the subject property is annexed. If the requested zoning is different from the County's zoning, you must complete Number 4 on the following page.

Please give the square footage or acreage of the land to be annexed/de-annexed:

Square footage: _____ or Number of Acres: 11.39

This Application is being submitted by the undersigned pursuant to Official Code of Georgia Annotated 36-36-3, et. seq., and said owner(s) request the governing body of Kingsland to annex/de-annex said property to/from the existing corporate limit of Kingsland, Georgia.

In accordance with requirements of the Department of Justice Voting Section, please provide an estimate of the current population of the property being annexed/de-annexed and an estimate of the future population: Current population: 0 Future population: 84

The undersigned further state that the undersigned is/are *all* of the owner(s) of the subject property, and that all facts contained herein are true, to the best of the undersigned's belief.

Date 4/4/24

Scott E Gay SCOTT E GAY
Signature (Signed and Printed) of Owner
228 Flea Hill Place Kingsland GA 3154
Address of above Owner

Date _____

Signature (Signed and Printed) of Owner

Address of above Owner

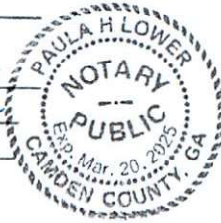
CONTINUED ON BACK

Attachment: Scott Gay Annexation Application (4449 : Approval of Annexation & Zoning Designation - Parcel 108 004A)

Date 4/4/24 Page One
 Signature (Signed and Printed) of Owner Scott E Gay
 Address of above Owner 228 Flea Hill place Kingsland GA 315

Owner(s) signed the above in the presence of:

Witness Paula H Lower
 NOTARY PUBLIC, State of Georgia
 My commission expires: _____
 (NOTARY SEAL)



**ITEMS REQUIRED FOR SUBMISSION WITH THE ATTACHED
APPLICATION TO CITY OF KINGSLAND, GEORGIA, TO ANNEX/DE-ANNEX LANDS**

1. COMPLETED APPLICATION FORM, PROPERLY EXECUTED, WITNESSED AND NOTARIZED
2. THREE (3) COPIES OF PLAT (SURVEY) OF THE SUBJECT PROPERTY AND ONE (1) COPY FOR DE-ANNEXATION.
3. THREE (3) COPIES OF CORRECT LEGAL DESCRIPTION OF THE PROPERTY AND ONE (1) COPY FOR DE-ANNEXATION)
4. IF THE CITY'S ZONING CLASSIFICATION REQUESTED BY APPLICANT IS DIFFERENT THAN THE COUNTY'S ZONING CLASSIFICATION, PLEASE STATE BELOW WHY YOU ARE REQUESTING DIFFERENT ZONING FOR THE SUBJECT PROPERTY:

County is R-3, Requesting the
same zoning R-3

ORDINANCE NO. 2024-06**AN ORDINANCE TO ANNEX AN 11.39 ACRE TRACT OF LAND, OWNER
SCOTT E. GAY BY THE CITY OF KINGSLAND**

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

WHEREAS, Scott E. Gay owns the tract of land located at 327 Haddock Rd., otherwise described as map and parcel 108 004A, consisting of a total of 11.39 acres to be annexed into the City of Kingsland, which is currently undeveloped.

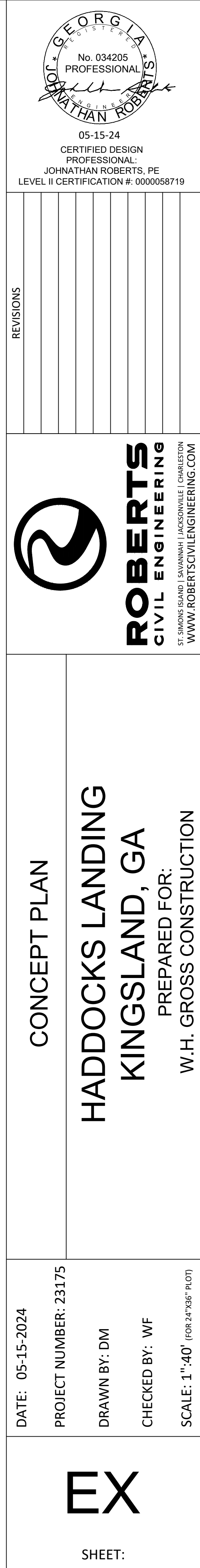
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND that the City of Kingsland annex the stated property of Scott E. gay and that it be zoned R-3 (Medium and High Density Residential).

Adopted and approved this 13th day of May, 2024.

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Jean Seigler Horne, City Clerk





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/28/24 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4468

AGENDA ITEM (ID # 4468)

Approval Of: Engineering Service Agreement for Three Culvert Crossings in the Meadows

Approval of an \$8,600 Lump Sum proposal by Roberts Civil engineering for examination and replacement of three culverts in The Meadows subdivision.

Staff recommends approval.



Civil Engineering Proposal

The Meadows (3 Culvert Crossings) Drainage Assessment

Kingsland, Georgia

Attachment A – Scope of Work

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with an examination of three culvert crossings within the Meadows Subdivision drainage system in Kingsland, GA. The following summarizes the scope of work that RCE proposes to perform.

1. Drainage System Examination – The drainage assessment will include:

- a. Review of extant construction plans and record drawings for the Meadows subdivision.
- b. Visual assessment of the existing drainage infrastructure at the culvert crossing along Woodbridge Rd and two culvert crossings at the intersection of Old Folkston Rd & Woodbridge Rd.
- c. Interview of the neighborhood residents to solicit any distinct concerns with the drainage issues in the areas of the culvert crossings indicated in b. above.

2. Drainage Plans – A set of detailed plans will include the following:

- a. Hydrology Study Model
- b. Drainage Plan

Site specific Drainage Plans will be prepared to indicate RCE assessment and specific recommendations for improving the existing drainage infrastructure at the culvert crossing along Woodbridge Rd and two culvert crossings at the intersection of Old Folkston Rd & Woodbridge Rd.

Lump Sum: \$ 8,600

- 3. Hourly Services** – Tasks not specifically stated in the Scope of Work are available on an hourly basis at RCE's current hourly rate at the time of service. These tasks could include but are not limited to revisions, permitting, meetings, calls, bidding, and contractor coordination.

Current Hourly Rate Schedule

Principal Engineer	\$195
Project Manager	\$185
Sr. Project Engineer	\$185
Project Engineer	\$150
Sr. Field Engineer	\$150
Project Coordinator	\$130
Field Engineer	\$130
Draftsman	\$130
Admin	\$75

Notes:

1. The visual assessment includes an above ground visual assessment and removal of manhole covers to view catch basins as necessary. CCTV is not included in this proposal. If CCTV is required, it will be provided in a separate proposal.

CONTRACT AGREEMENT

This Contract Agreement is entered into this date _____ by and between **City of Kingsland** (hereinafter “Client”) and **Roberts Civil Engineering, LLC** (hereinafter “Engineer”) (collectively the “Parties”).

1. Parties Information:

CLIENT:	City of Kingsland (c/o Lee Spell)
Client Address:	107 S Lee Street Kingsland, GA 31548
Client Phone:	912-729-5613
Client Email:	lsPELL@kingslandgeorgia.com
 ENGINEER:	 Roberts Civil Engineering, LLC
Engineer Contact:	Bill Weeks
Engineer Address:	301 Sea Island Rd., Suite 23 St. Simons Island, GA 31522
Engineer Phone:	(912) 638-9681
Engineer Email:	bweeks@robertscivilengineering.com

2. **Purpose:** Client desires to retain Engineer, as an independent contractor, to provide certain services as specified herein to Client and Engineer desires to provide such services to Client in accordance with the terms and conditions set forth herein.
3. **Scope of Work:** Engineer’s Scope of Work under this Contract Agreement shown in Attachment A (hereinafter “Scope of Work”). The Parties agree that any work performed by Engineer beyond the Scope of Work defined herein shall be performed at Client’s expense based on the hourly fees described in Attachment A. The hourly rate services may include but are not limited to revisions, permitting, meetings, calls, bidding, and contractor coordination.
4. **Contract Price:** Engineer agrees to perform the Scope of Work as shown in Attachment A (hereinafter “Contract Price”), subject to additions and deductions by Change Orders.
5. **Terms of Payment:** Client shall make payments in draws to Engineer monthly based on the hourly fees for work performed and reimbursable expenses. Payment is due upon receipt of the invoice. A 1% interest fee will be charged for each 30-day period that elapses from the date of the invoice until receipt of payment.
6. **Stop Work Clause:** Billings become delinquent if not paid within thirty (30) days of the invoice date. If billings are not paid within thirty (30) days of the invoice date, RCE we will stop all work until your account is brought current, or we will withdraw from engagement under this Agreement. The Client acknowledges and agrees that RCE is not required to continue work in the event of the Client’s failure to pay on a timely basis for services rendered as required by this Agreement. The Client further acknowledges and agrees that in the event we stop work or withdraw from this Agreement as a result of the Client’s failure to pay on a timely basis for services rendered as required by this Agreement, RCE shall not be liable to the Client for any damages that occur as a result of RCE’s ceasing to render services.
7. **Contract Time:** Engineer agrees to obtain Substantial Completion and Final Completion in accordance with the schedules established by the Parties via an executed Change Order.
8. **Insurance:** Engineer shall maintain valid: (1) general liability insurance in the aggregate amount of \$1,000,000; (2) worker’s compensation insurance in the amounts prescribed by law; and (3) errors and omissions insurance in the amount of \$1,000,000 or the duration of this Project with extended coverage for a period of 1 year following completion of the Project.

9. **Limitation of Liability:** Client agrees that Engineer and its agents and employees shall not be held responsible for any loss or damage sustained by Client, or additional costs incurred by Client, resulting from a delay caused by Client or its other Subcontractors, their agents or employees, or supplier, or by abnormal weather conditions, or by any other cause. The maximum liability that the Engineer shall incur shall be the lesser of the design fee or the insurance amount.
10. **Indemnity:** Client agrees to defend, indemnify and save harmless Engineer from and against any claim, cost, attorneys' fees incurred (including attorneys' fees incurred on any appeal), expense, liability, or damages attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Scope of Work by Client, its other Subcontractors and suppliers, or their agents, servants, or employees. Client shall not, however, be required to indemnify Engineer from or against claims solely arising out of Engineer's own negligence. Client shall strictly comply and shall ensure that its contractor(s) and other subcontractors comply with all federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Project, including but not limited to permits required under the Federal Clean Water Act and local ordinances for land disturbance activity. Owner expressly agrees to indemnify, defend, and hold Engineer harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.
11. **Statute of Limitations:** Client agrees to file any and all claims against Engineer within one (1) year of the last date on which Engineer supplied or provided design for the project.
12. **Termination:** Either party may terminate this agreement after (15) calendar days of written notice. Engineer shall be paid for the amount of work completed through the notice of termination.
13. **Independent Contractor:** It is the intention of the Parties that the Engineer occupies the status of an independent contractor, as that term is generally understood in the construction industry. It is the intention of the Parties that: (i) the Engineer shall specifically not occupy the status of an agent, servant, or employee of the Client; and (ii) the relationship between the Engineer and the Client shall specifically not be that of a partnership, joint venture, or other similar association.
14. **Entire Agreement:** This Contract Agreement and the Attachments hereto constitute the sole and entire agreement between the Parties hereto with respect to the subject matter hereof and no modification of this Contract Agreement and Exhibits shall be binding unless signed by all Parties. No representation, promise, or inducement not included in this Contract Agreement or Exhibits shall be binding upon any party hereto.
15. **Counterparts:** This Contract Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.
16. **Engagement:** Engineer shall be engaged to begin the Scope of Work upon receipt of all of the following a signed Contract Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.

ENGINEER:

By: Bert Etheredge
For: Roberts Civil Engineering, LLC
Its: Director of Construction Services



CLIENT:

By: Lee Spell
For: City of Kingsland
Its: City Manager



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4469)

Meeting: 05/28/24 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4469

8.2

Approval Of: Proposal for Engineering Services for Three Driveways on Royal Parkway at the Lawn

Approval of a \$16,900.00 civil engineering service agreement for three driveways on Royal Parkway at The Lawn. Funding available in Capital Projects Fund.
Staff recommends approval.



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston | Baxley

www.robertscivilengineering.com

Civil Engineering Proposal The Lawn Kingsland, Ga Attachment A – Scope of Work Date of Proposal: 04/11/2024

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with the three driveway locations off Royal Pkwy for the proposed development on parcel 094 035. The main entrance, secondary entrance, and service entrance shown on Master Plan-B will be designed for this project. The following summarizes the scope of work that RCE proposes to perform.

1. **Civil Engineering Construction Plans and Permitting** – The plans and reports will be coordinated with the Authority Having Jurisdiction. A set of detailed site construction plans will include the following:
 - a. **Staking Plan**
The geometric design of the roads and/or parking areas will be shown as well as other key features.
 - b. **Grading and Drainage Plan**
The location of all drainage facilities and flow paths including spot elevations will be shown on this plan to indicate the drainage patterns on site.
 - c. **Driveway Profiles**
The proposed driveways will be profiled and shown on plan sheets.
 - d. **General Details**
Detailed drawings for storm piping, erosion control components, and miscellaneous other details are used to give further construction information to the contractor.
2. **Drainage Report** – A report will be prepared explaining the drainage design for the site. The report will address the following:
 - a. Existing drainage system
 - b. Proposed drainage system
 - c. Purpose of analysis
 - d. Design variables and discharge
 - e. Water quantity and quality
 - f. Hydraulic Analysis

Total Sum of Items 1-2 \$ 16,900

3. **Hourly Services** – Tasks not specifically stated in the Scope of Work are available on an hourly basis at RCE's current hourly rate at the time of service. These tasks could include but are not limited to **revisions, meetings, calls, bidding, and contractor coordination.**

Current Hourly Rate Schedule

Principal Engineer	\$195
Project Manager	\$185
Sr. Project Engineer	\$185
Project Engineer	\$150
Sr. Field Engineer	\$150
Project Coordinator	\$130
Field Engineer	\$130
Draftsman	\$130
Admin	\$75

Notes:

1. Permit, application, and tap fees are the responsibility of the Client.
2. Record drawings, wetland delineation, and wetland permitting (if required) are the responsibility of the Client.
3. Boundary, Topo, and Utility surveying is the responsibility of the Client.
4. A site plan is not required, although if the city requires a submittal then a site plan will be handled hourly.
5. Hourly rates are subject to change.



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston | Baxley

www.robertscivilengineering.com

CONTRACT AGREEMENT

This Contract Agreement is entered into this date _____, by and between City of Kingsland (hereinafter "Client") and **Roberts Civil Engineering, LLC** (hereinafter "Engineer") (collectively the "Parties")

1. **Parties Information:**

CLIENT:	City of Kingsland
Client Address:	PO Box 250 Kingsland, GA 31548
Client Phone:	(912) 729-5613
Client Email:	lspell@kingslandgeorgia.com
 ENGINEER:	 Roberts Civil Engineering, LLC
Engineer Address:	301 Sea Island Rd., Suite 10 St. Simons Island, GA 31522
Engineer Phone:	(912) 638-9681
Engineer Email:	ccopelan@robertscivilengineering.com

2. **Purpose:** Client desires to retain Engineer, as an independent contractor, to provide certain services as specified herein to Client and Engineer desires to provide such services to Client in accordance with the terms and conditions set forth herein.
3. **Scope of Work:** Engineer's Scope of Work under this Contract Agreement shown in Attachment A (hereinafter "Scope of Work"). The Parties agree that any work performed by Engineer beyond the Scope of Work defined herein shall be performed at Client's expense based on the hourly fees described in Attachment A. The hourly rate services may include but are not limited to revisions, permitting, meetings, calls, bidding, and contractor coordination.
4. **Contract Price:** Engineer agrees to perform the Scope of Work as shown in Attachment A (hereinafter "Contract Price"), subject to additions and deductions by Change Orders.
5. **Terms of Payment:** Client shall make payments in draws to Engineer on a monthly basis based on the percentage complete of the Scope of Work plus hourly fees for additional work and reimbursable expenses. Payment is due upon receipt of the invoice. A 1.5% interest fee will be charged for each 30-day period that elapses from the date of the invoice until receipt of payment.
6. **Stop Work Clause:** Billings become delinquent if not paid within thirty (30) days of the invoice date. If billings are not paid within thirty (30) days of the invoice date, RCE we will stop all work until your account is brought current, or we will withdraw from engagement under this Agreement. The Client acknowledges and agrees that RCE is not required to continue work in the event of the Client's failure to pay on a timely basis for services rendered as required by this Agreement. The Client further acknowledges and agrees that in the event we stop work or withdraw from this Agreement as a result of the Client's failure to pay on a timely basis for services rendered as required by this Agreement, RCE shall not be liable to the Client for any damages that occur as a result of RCE's ceasing to render services.

7. **Contract Time:** Engineer agrees to obtain Substantial Completion and Final Completion in accordance with the schedules established by the Parties via an executed Change Order.
8. **Insurance:** Engineer shall maintain valid: (1) general liability insurance in the aggregate amount of \$1,000,000; (2) worker's compensation insurance in the amounts prescribed by law; and (3) errors and omissions insurance in the amount of \$1,000,000 or the duration of this Project with extended coverage for a period of 1 year following completion of the Project.
9. **Limitation of Liability:** Client agrees that Engineer and its agents and employees shall not be held responsible for any loss or damage sustained by Client, or additional costs incurred by Client, resulting from a delay caused by Client or its other Subcontractors, their agents or employees, or supplier, or by abnormal weather conditions, or by any other cause. The maximum liability that the Engineer shall incur shall be the lesser of the design fee or the insurance amount.
10. **Indemnity:** Client agrees to defend, indemnify and save harmless Engineer from and against any claim, cost, attorneys' fees incurred (including attorneys' fees incurred on any appeal), expense, liability, or damages attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Scope of Work by Client, its other Subcontractors and suppliers, or their agents, servants, or employees. Client shall not, however, be required to indemnify Engineer from or against claims solely arising out of Engineer's own negligence. Client shall strictly comply and shall ensure that its contractor(s) and other subcontractors comply with all federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Project, including but not limited to permits required under the Federal Clean Water Act and local ordinances for land disturbance activity. Owner expressly agrees to indemnify, defend, and hold Engineer harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.
11. **Statute of Limitations:** Client agrees to file any and all claims against Engineer within one (1) year of the last date on which Engineer supplied or provided design for the project.
12. **Termination:** Either party may terminate this agreement after (15) calendar days of written notice. Engineer shall be paid for the amount of work completed through the notice of termination.
13. **Independent Contractor:** It is the intention of the Parties that the Engineer occupies the status of an independent contractor, as that term is generally understood in the construction industry. It is the intention of the Parties that: (i) the Engineer shall specifically not occupy the status of an agent, servant, or employee of the Client; and (ii) the relationship between the Engineer and the Client shall specifically not be that of a partnership, joint venture, or other similar association.
14. **Entire Agreement:** This Contract Agreement and the Attachments hereto constitute the sole and entire agreement between the Parties hereto with respect to the subject matter hereof and no modification of this Contract Agreement and Exhibits shall be binding unless signed by all Parties. No representation, promise, or inducement not included in this Contract Agreement or Exhibits shall be binding upon any party hereto.
15. **Counterparts:** This Contract Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.
16. **Engagement:** Engineer shall be engaged to begin the Scope of Work upon receipt of all of the following items from Client:
 - i. Signed Contract Agreement
 - ii. Boundary, Topo, Utility, and Wetland Survey in DWG and PDF Format

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.

ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer

John R. Roberts

CLIENT:

By: _____
For: _____
Its: _____

Attachment: The Lawn Kingsland Civil Proposal 4.11.2024 (4469 : Approval Of: Proposal for Engineering Services for Three Driveways on



Tonya Harvey <tharvey@kingslandgeorgia.com>

Civil Proposal for The Lawn

Bill Weeks <bweeks@robertscivilengineering.com>

Wed, May 15, 2024 at 1:28 PM

To: Tonya Harvey <tharvey@kingslandgeorgia.com>

Cc: Lee Spell <lspell@kingslandgeorgia.com>, Bill Coleman <bcoleman@kingslandgeorgia.com>, Mary Kathryn Turner <mturner@robertscivilengineering.com>, Jake Lemmings <JLemmings@robertscivilengineering.com>

Good afternoon Tonya,

Wanted to follow up on your question from yesterday -

Our proposal covers all the coordination with Atlanta Gas so as to conform to their specifications and crossing requirements. Based on other jobs with similar issues, our engineer does not think a permit will be required - just the engineering signoff by the gas provider. If a permit should be required, preparation and filing is included in our scope of work. The only additional cost to the City would be the permit cost itself.

Let me know if you have further questions. Be glad to assist in any way that I can.

Have a great week. Best regards,

Bill

William Weeks

Project Manager

Your Success is our Mission!

O: (912) 638-9681

OUR LOCATIONS

**From:** Tonya Harvey <tharvey@kingslandgeorgia.com>**Sent:** Tuesday, May 14, 2024 1:31 PM**To:** Bill Weeks <bweeks@robertscivilengineering.com>**Subject:** Re: Civil Proposal for The Lawn



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4470)

Meeting: 05/28/24 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4470

8.3

Approval Of: Engineering Service Agreement for Royal Parkway Sidewalk

Approval of Civil Engineering Services for new sidewalk on Royal Parkway from U.S. 17 to existing sidewalk at Caney Heights adjacent to The Lawn. SPLOST VIII funding is available.
Staff recommends approval.



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Civil Engineering Proposal Royal Pkwy Sidewalk Kingsland, Ga Attachment A – Scope of Work Date of Proposal: 04/25/2024

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with a new sidewalk addition located in the 80' R/W along Royal Pkwy in Kingsland, Ga. The following summarizes the scope of work that RCE proposes to perform.

Fixed Lump Sum Cost

1. **Wetland Delineation** – Our subconsultant will delineate all wetlands or waters of the U.S. that are present on the above referenced site in accordance with the *Corps of Engineers Wetland Delineation Manual; January 1987* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)*. Our subconsultant will prepare an exhibit representing the approximate wetland areas found on-site and coordinate with our surveyor for the preparation of a wetland survey to be used to obtain a formal Jurisdictional Determination from the USACE.
2. **Topographical Survey** – Our survey consultant will prepare a route survey of Royal Parkway. The survey will be based on 100' cross sections extending from the centerline of Royal Parkway 50' in a northerly and southerly direction. Our subconsultant will contact Georgia 811 to have any utilities flagged within the right-of-way. The vertical datum utilized will be based on N.A.V.D 88 which corresponds with the latest flood information for Camden County.
3. **Civil Engineering Construction Plans** – A set of detailed site construction plans will include the following:
 - a. **Staking Plan**
The geometric design of the sidewalk will be shown as well as other key features.
 - b. **Grading and Drainage Plan**
The location of all drainage facilities and flow paths including spot elevations will be shown on this plan to indicate the drainage patterns on site.
 - c. **Roadway Profile**
The proposed roadway system within the site will be profiled and shown on plan sheets.
 - d. **General Details**
Detailed drawings for utilities, storm piping, erosion control components, and miscellaneous other details are used to give further construction information to the contractor.
 - e. **Typical Sections**
Typical sections for the proposed sidewalk will be shown on the plans.
 - f. **Cross Sections**
Cross sections will be provided every 100' interval for the roadway and proposed sidewalk.

4. **Drainage Report** – A report will be prepared explaining the drainage design for the site. The report will address the following:

- a. Existing drainage system
- b. Proposed drainage system
- c. Purpose of analysis
- d. Design variables and discharge
- e. Water quantity and quality
- f. Hydraulic Analysis

5. **Land Disturbance Activity Plans (LDA Plans)**

- a. Land Disturbance Activity Plans will be prepared and submitted to the Authority Having Jurisdiction.
- b. The Notice of Intent NOI will be submitted to the Georgia Environmental Protection Division (EPD).
- c. The fee forms will be coordinated with the EPD office in Atlanta.
- d. Monitoring will be provided during construction with once per week field visits and reports.

6. **Civil Plan Permitting** – The plans and reports will be coordinated with the Authority Having Jurisdiction to include the following:

- a. Preparation of Required Applications and Forms
- b. Submittal
- c. Coordination with Reviewers
- d. Response to Comments

Total Sum - Fixed Costs (Items 1-6) \$ 37,850

Variable Costs

7. **Wetland Survey (per LF basis)**– The survey consultant will prepare a Freshwater Wetland Survey for Subject Property. The lines will be surveyed based on the delineation flagged map prepared by the environmental consultant. Field work will be performed in accordance with the US Army Corps of Engineers (USACE). The horizontal datum will be based on the Georgia State Plane, East Zone, NAD83 coordinate system. A boundary survey will not be prepared as a part of this project. The survey will be drawn to a suitable scale and size for submitting to the USACE.

\$ 0.75 per LF

8. **Agency Coordination (if necessary)** – Our subconsultant will prepare a Jurisdictional Determination Request for submittal to the USACE and provide ongoing coordination in order to acquire written verification of the jurisdictional limits on the subject property.

Lump Sum \$ 1,800

9. **USACE Site Visit (if necessary)** – If a field review of the subject property is requested by USACE, our subconsultant will accompany them to the site to provide justification of any delineated wetland limits or isolated wetland determinations.

Lump Sum \$ 1,800

10. Monitoring Land Disturbance Activity

- a. Monitoring (**if requested**) will be provided during construction with once per week field visits and reports.

\$ 1,315 /Month

- 11. Hourly Services** – Tasks not specifically stated in the Scope of Work are available on an hourly basis at RCE's current hourly rate at the time of service. These tasks could include but are not limited to **revisions, permitting, meetings, calls, bidding, and contractor coordination.**

Current Hourly Rate Schedule

Principal Engineer	\$195
Project Manager	\$185
Sr. Project Engineer	\$185
Project Engineer	\$150
Sr. Field Engineer	\$150
Project Coordinator	\$130
Field Engineer	\$130
Draftsman	\$130
Admin	\$75

Notes:

1. Permit, application, and tap fees are the responsibility of the Client.
2. Items 2-3 will be billed if wetlands are impacted, and Jurisdictional Determination is deemed necessary.
3. Item 5 will be billed once the wetland survey has been completed.
4. Hourly rates are subject to change.



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CONTRACT AGREEMENT

This Contract Agreement is entered into this date April 25, 2024, by and between the City of Kingsland (hereinafter "Client") and **Roberts Civil Engineering, LLC** (hereinafter "Engineer") (collectively the "Parties")

1. Parties Information:

CLIENT:

Client Address: City of Kingsland

Client Phone: 912-729-5613

Client Email: lsPELL@kingslandgeorgia.com

ENGINEER:

Engineer Address: Roberts Civil Engineering, LLC

301 Sea Island Rd., Suite 10

St. Simons Island, GA 31522

Engineer Phone: (912) 638-9681

Engineer Email: ccopelan@robertscivilengineering.com

2. **Purpose:** Client desires to retain Engineer, as an independent contractor, to provide certain services as specified herein to Client and Engineer desires to provide such services to Client in accordance with the terms and conditions set forth herein.
3. **Scope of Work:** Engineer's Scope of Work under this Contract Agreement shown in Attachment A (hereinafter "Scope of Work"). The Parties agree that any work performed by Engineer beyond the Scope of Work defined herein shall be performed at Client's expense based on the hourly fees described in Attachment A. The hourly rate services may include but are not limited to revisions, permitting, meetings, calls, bidding, and contractor coordination.
4. **Contract Price:** Engineer agrees to perform the Scope of Work as shown in Attachment A (hereinafter "Contract Price"), subject to additions and deductions by Change Orders.
5. **Terms of Payment:** Client shall make payments in draws to Engineer on a monthly basis based on the percentage complete of the Scope of Work plus hourly fees for additional work and reimbursable expenses. Payment is due upon receipt of the invoice. A 1.5% interest fee will be charged for each 30-day period that elapses from the date of the invoice until receipt of payment.
6. **Stop Work Clause:** Billings become delinquent if not paid within thirty (30) days of the invoice date. If billings are not paid within thirty (30) days of the invoice date, RCE we will stop all work until your account is brought current, or we will withdraw from engagement under this Agreement. The Client acknowledges and agrees that RCE is not required to continue work in the event of the Client's failure to pay on a timely basis for services rendered as required by this Agreement. The Client further acknowledges and agrees that in the event we stop work or withdraw from this Agreement as a result of the Client's failure to pay on a timely basis for services rendered as required by this Agreement, RCE shall not be liable to the Client for any damages that occur as a result of RCE's ceasing to render services.

7. **Contract Time:** Engineer agrees to obtain Substantial Completion and Final Completion in accordance with the schedules established by the Parties via an executed Change Order.
8. **Insurance:** Engineer shall maintain valid: (1) general liability insurance in the aggregate amount of \$1,000,000; (2) worker's compensation insurance in the amounts prescribed by law; and (3) errors and omissions insurance in the amount of \$1,000,000 or the duration of this Project with extended coverage for a period of 1 year following completion of the Project.
9. **Limitation of Liability:** Client agrees that Engineer and its agents and employees shall not be held responsible for any loss or damage sustained by Client, or additional costs incurred by Client, resulting from a delay caused by Client or its other Subcontractors, their agents or employees, or supplier, or by abnormal weather conditions, or by any other cause. The maximum liability that the Engineer shall incur shall be the lesser of the design fee or the insurance amount.
10. **Indemnity:** Client agrees to defend, indemnify and save harmless Engineer from and against any claim, cost, attorneys' fees incurred (including attorneys' fees incurred on any appeal), expense, liability, or damages attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Scope of Work by Client, its other Subcontractors and suppliers, or their agents, servants, or employees. Client shall not, however, be required to indemnify Engineer from or against claims solely arising out of Engineer's own negligence. Client shall strictly comply and shall ensure that its contractor(s) and other subcontractors comply with all federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Project, including but not limited to permits required under the Federal Clean Water Act and local ordinances for land disturbance activity. Owner expressly agrees to indemnify, defend, and hold Engineer harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.
11. **Statute of Limitations:** Client agrees to file any and all claims against Engineer within one (1) year of the last date on which Engineer supplied or provided design for the project.
12. **Termination:** Either party may terminate this agreement after (15) calendar days of written notice. Engineer shall be paid for the amount of work completed through the notice of termination.
13. **Independent Contractor:** It is the intention of the Parties that the Engineer occupies the status of an independent contractor, as that term is generally understood in the construction industry. It is the intention of the Parties that: (i) the Engineer shall specifically not occupy the status of an agent, servant, or employee of the Client; and (ii) the relationship between the Engineer and the Client shall specifically not be that of a partnership, joint venture, or other similar association.
14. **Entire Agreement:** This Contract Agreement and the Attachments hereto constitute the sole and entire agreement between the Parties hereto with respect to the subject matter hereof and no modification of this Contract Agreement and Exhibits shall be binding unless signed by all Parties. No representation, promise, or inducement not included in this Contract Agreement or Exhibits shall be binding upon any party hereto.
15. **Counterparts:** This Contract Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.
16. **Engagement:** Engineer shall be engaged to begin the Scope of Work upon receipt of all of the following items from Client:
 - i. **Signed Contract Agreement**

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.

ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer

John R. Roberts

CLIENT:

By: _____
For: _____
Its: _____



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4456)

Meeting: 05/28/24 06:00 PM
Department: Finance
Category: Ordinance
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4456

8.4

Approval Of: Ordinance 2024-08 Water, Sewer, Solid Waste Fees

To amend the water, sewer, and solid waste ordinance for purpose of amending solid waste collection fee schedule and fire hydrant meter fees.

ORDINANCE ~~2019-08~~2024-08
CITY OF KINGSLAND, GEORGIA
TO AMEND WATER AND SEWER ORDINANCE – ~~2019-03~~2019-08

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

BE IT ORDAINED by the Mayor and City Council of the City of Kingsland, and it is here ordained by authority of same, as follows:

SECTION 1. RATE SCHEDULE:

Section 1 of that certain water and/or sewer ordinance of the City of Kingsland duly passes and adopted September 8, 1982 as same appears of file and on record in the minute book of said city and as subsequently amended, is hereby amended and consolidated by changing rate schedules as follows:

From and after the passage of this ordinance there be and is hereby the following water and sewer rate schedules for the City of Kingsland, Georgia:

RESIDENTIAL WATER RATE SCHEDULE :

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$ 12.65 - minimum	\$18. 65 - minimum
1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals	\$ 2.95 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.47 - per 1,000 gals	\$ 3.29 - per 1,000 gals

COMMERCIAL WATER RATE SCHEDULE:

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$ 14.21 - minimum	\$ 23.52 - minimum
1 gallon	6,000 gallons	\$ 2.30 - per 1,000 gals	\$ 3.50 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.65 - per 1,000 gals	\$ 3.85 - per 1,000 gals

CHURCHES WATER RATE SCHEDULE :

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$ 12.65 - minimum	\$ 18.65 - minimum
1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals	\$ 2.95 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.47 - per 1,000 gals	\$ 3.29 - per 1,000 gals

RV/TRAVEL TRAILER PARK WATER RATE SCHEDULE (PER METER):
(For Pre-Existing RV Parks, See Note (b)2 below)

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$14.21 – minimum	\$21.31 – minimum
1 gallon	6,000 gallons	\$ 2.30 – per 1,000 gals	\$ 3.45 – per 1,000 gals
Over 6,000 gallons -----		\$ 2.65 – per 1,000 gals	\$ 3.98 – per 1,000 gals

LODGING CLASS WATER RATE SCHEDULE (PER UNIT/ROOM):

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	___ 0 gallon	\$ 10.35 - minimum	\$ 15.53 -minimum
____1gallon	6,000 gallons	\$ 2.13 - per 1,000 gals	\$ 3.20 – per 1,000 gals
Over 6,000 gallons-----		\$ 2.47 - per 1,000 gals	\$ 3.71 – per 1,000 gals

FIRE HYDRANT:

MONTHLY RENTAL FOR METER \$100.00 (minimum, will not be prorated)
PLUS CONSUMPTION RATES (below)

CONSUMPTION	Up to--	INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$14.21 – minimum	\$21.31 – minimum
1 gallon	6,000 gallons	\$ 2.30 – per 1,000 gals	\$ 3.45 – per 1,000 gals
Over 6,000 gallons -----		\$ 2.65 – per 1,000 gals	\$ 3.98 – per 1,000 gals

SHALLOW WELL:

An additional Surcharge of \$5.00 per month shall be added to the normal billing of all customers that apply for and receive a permit to use a shallow well in the City Limits of Kingsland, Said Surcharge shall be applicable for each and every month that the permit to use shall be in force.
Sewer usage is based on water metered.

RESIDENTIAL SEWER RATE SCHEDULE:

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE	OUTSIDE
0 gallon	0 gallon	\$ 12.65 - minimum	\$ 17.15 - minimum
1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals	\$ 3.45 – per 1,000 gals
Over 6,000 gallons-----		\$ 2.47 - per 1,000 gals	\$ 3.79 – per 1,000 gals

COMMERCIAL SEWER RATE SCHEDULE:

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE	OUTSIDE
0 gallon	0 gallon	\$ 14.21 - minimum	\$ 19.38 - minimum
1 gallon	6,000 gallons	\$ 2.30 - per 1,000 gals	\$ 3.50 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.65 - per 1,000 gals	\$ 3.85 - per 1,000 gals

RV/TRAVEL TRAILER PARK SEWER RATE SCHEDULE (PER METER):
(For Pre-Existing RV Parks, See Note (b)2 below)

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$14.21 – minimum	\$ 21.31 – minimum
1 gallon	6,000 gallons	\$ 2.30 – per 1,000 gals	\$ 3.45 – per 1,000 gals
Over 6,000 gallons -----		\$ 2.65 – per 1,000 gals	\$ 3.98 – per 1,000 gals

LODGING CLASS SEWER RATE SCHEDULE (PER UNIT/ROOM):

CONSUMPTION	Up to--	MONTHLY CHARGE	
		INSIDE CITY	OUTSIDE CITY
0 gallon	0 gallon	\$ 10.35 - minimum	\$ 15.53 - minimum
_____1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals	\$ 3.20 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.47 - per 1,000 gals	\$ 3.71 – per 1,000 gals

SEPTIC TANK WASTE DISPOSAL FEE SCHEDULE:

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

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

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

2. Water/Sewer rates for RV Parks established in Ordinance #2018-01 will continue to apply to pre-existing RV Parks (in existence prior to February 25, 2019) until such establishment is sold to new owners. Additionally, the portion of expansion of any existing RV Park will be applicable to the current Water/Sewer rates in effect and will not be considered pre-existing. Modifications, including rate adjustments, to future

Water/Sewer Ordinances will apply to all existing and new RV Parks proportionately, as applicable. For the purposes of this section, pre-existing RV Parks specifically refers to the following establishments:

- i. Country Oaks RV Park, Tax Map 108 032A, up to 44 camp sites (slips/hook ups)
 - ii. KiKi RV Park, Tax Map 095 003C, up to 22 camp sites (slips/hook ups)
 - iii. Walkabout Campground & RV Park, Tax Map 093 042A, up to 70 camp sites (slips/hook ups)
- (c) Extraordinary circumstances, such as, industrial users, and fire protection shall be governed by special contract agreements made by the Mayor and City Council on recommendations of the City's engineer.
- (d) Remote Read Opt-Out Program
 - 1. An Opt-Out Program is available to customers for the Meter Transmitting Unit (MTU) only; the installation/replacement of water meters is mandated as outlined in the Water/Sewer Ordinance and cannot be opted out of.
 - 2. The Opt-Out Program is applicable to current property owners only. Current property owners are those listed on City tax records at the time of the opt-out election. Upon the sale or transfer of a property, a MTU must be installed as part of the remote read program unless the new owner elects to opt out under these guidelines.
 - 3. A customer may, at his/her discretion, opt out of the remote read program. In order to do so, the customer must complete and submit the Opt-Out form provided by the Department.
 - 4. The customer can enter into agreement with the City by completing the required Opt-Out form. The agreement will include conditions of participation and an acknowledgement of the additional fees and charges that will be assessed due to the election to opt-out.

SOLID WASTE COLLECTION FEE SCHEDULE INSIDE CITY:

MONTHLY RATE

RESIDENTIAL:	PER RESIDENTIAL CAN 1xWEEK	\$13.2515.00
	<i>(Budget Resolution 2023-06, effective January 1, 2024)</i>	
COMMERCIAL:	ONE-96 GALLON CAN 1xWEEK	\$25.00
	TWO-96 GALLON CANS 1xWEEK	\$41.00
	TWO-96 GALLON CANS 2xWEEK	\$81.00

A wheeled garbage container (solid waste receptacle) will be delivered to new customers within 3-5 business days of opening the account. The garbage container will be picked up by the City at the same time the final water meter reading is taken upon account closure by the customer. The current replacement cost of the container will be deducted from the customer's security deposit when the customer fails to return the garbage container to the City in a serviceable condition.

SECTION 2. APPLICATION FOR WATER AND SEWER SERVICE:

The consumer shall make application for water and sewer service and at the same time shall make a security deposit as follows:

DEPOSIT INSIDE CITY:

RESIDENTIAL:	3/4"	Meter	\$100.00
COMMERCIAL:	3/4"	Meter	\$ 125.00
	1"	Meter	\$ 200.00
	1 1/2"	Meter	\$ 300.00
	2"	Meter	\$ 400.00
FIRE HYDRANT		Meter	\$1,400.00

DEPOSIT OUTSIDE CITY

RESIDENTIAL:	3/4"	Meter	\$100.00
COMMERCIAL:	3/4"	Meter	\$150.00
	1"	Meter	\$250.00

1 1/2"	Meter	\$350.00
2"	Meter	\$450.00
FIRE HYDRANT	Meter	\$1,400.00

Deposits for consumers requiring meters larger than 2 inch shall be determined by estimating two months usage and applying current rate schedules.

The security deposit required inside/outside the City shall be refunded to the customer when the wheeled garbage container is returned to the City in a serviceable condition, and all water & sewer bills are paid in full or when twenty-four (24) consecutive timely payments are made on the customer’s account, whichever occurs first. To qualify for deposit refund account cannot have any late fees, disconnect fees, penalties, or returned check fees in the 24 months preceding the issuance of the refund. (Effective date shall be July 1, 2015).

All applicants for water and/or sanitary sewer who desire to not supply the City of Kingsland with a Social Security Number, which is to be used for collection purposes only shall submit a deposit for service in the amount of \$250.00.

SECTION 3. CHARGES FOR INITIAL WATER AND SEWER SERVICE:

Section 3 of that certain water and/or sewer ordinance of the City of Kingsland duly passed and adopted September 8, 1982, and subsequently amended as appears office and on record in the minute books of said City, is hereby amended by changing fees as follows:

Each consumer subscribing to use the water and/or sewer service of the City of Kingsland shall execute a water and/or sewer users agreement and shall pay basic connection fees as follows:

(a) FOR WATER SERVICE:

<u>CONNECTION FEE INSIDE CITY:</u>	<u>FEE PLUS METER:</u>
3/4" Meter	\$ 600.00 + Meter
1" Meter	\$ 1,520.00 + Meter
1 1/2" Meter	\$ 2,500.00 + Meter
2" Meter	\$ 3,820.00 + Meter
3" Meter	\$10,595.00 + Meter
4" Meter	\$17,532.00 + Meter
5" Meter	\$26,000.00 + Meter
6" Meter	\$36,600.00 + Meter
<u>CONNECTION FEE OUTSIDE CITY:</u>	<u>FEE PLUS METER:</u>
3/4" Meter	\$ 600.00 + Meter
1" Meter	\$ 2,273.00 + Meter
1 1/2" Meter	\$ 3,694.00 + Meter
2" Meter	\$ 5,731.00 + Meter

Consumers requiring water connections larger than 2" in size shall pay a proportionately higher connection fee based on current costs of labor and materials.

In all cases of new multiple type users subscribing for water and/or sewer service, the City will make the determination as to the installation of either a master meter(s) or individual meters for each unit.

(b) FOR SEWER SERVICE:

The following Average Daily Flow shall be utilized to determine the indicated connection fee:

<u>TYPE OF INSTALLATION</u>	<u>FLOW GPD</u>	<u>\$ PER UNIT</u>
CLUB BUILDING	500	\$3,000.00
BAR		
PER SEAT	50 (minimum \$3,000)	\$ 120.00
EMPLOYEE (FTE)	25 (minimum \$3,000)	\$ 60.00
BEAUTY/BARBER SHOP		
PER WET CHAIR	333 (minimum \$3,000)	\$ 799.00
BOWLING ALLEY		
PER LANE	125 (minimum \$3,000)	\$ 300.00
CAR WASH		
PER BAY-SELF OPERATED	100 (minimum \$3,000)	\$ 240.00
AUTOMATIC	166	\$ 398.00

CHURCH		
PER SEAT (in largest assembly)	5 (minimum \$1,000)	\$ 12.00
COIN LAUNDRY		
PER MACHINE	400	\$ 800.00
COMMERCIAL LAUNDRY		
PER MACHINE	640	\$1,536.00
COUNTRY CLUB		
PER 100 Square feet	250	\$ 600.00
HOSPITAL		
PER BED	200	\$ 500.00
INDUSTRIAL		
PER EMPLOYEE	35 (minimum \$3,000)	\$ 84.00
LODGING ESTABLISHMENTS	225	\$ 1,080.00
PER UNIT/ROOM		
(Includes Hotel/Motel, RV Parks, B&Bs)		
MOBILE HOME PARK		
SINGLE OR DOUBLE WIDE	300	\$ 1,200.00
Apts. PER UNIT		
w/o washer/dryer hook up**	225	\$ 1,080.00
Apts. with washer/dryer		
Hook up** per unit	300	\$1,200.00
NURSING HOME		
PER BED	125	\$ 300.00
OFFICE		
PER 1000 SQ FT	175 (minimum \$3,000)	\$ 420.00
Medical per 1000 SQ FT	500	\$1,500.00
RESIDENCE		
PER UNIT-INCLUDES		
CONDO/T.HOMES	400	\$ 1,200.00
MULTI-FAMILY*		
PER UNIT 1-2 BEDROOM	300	\$1,200.00
3 BEDROOM	400	\$1,200.00
*Includes duplex, triplex, quadra-plex		
RESTAURANT		
WITH DRIVE-IN	55 (minimum \$3,000)	\$ 132.00
PER SEAT W/O DRIVE-IN	25 (minimum \$2,000)	\$ 50.00
SERVICE STATION/FUEL CTR.		
REGULAR PUMP		\$ 500.00
TRUCK PUMP		\$5,000.00
OTHERWISE PER PUMP	75	\$ 180.00
SCHOOL*		
PER STUDENT	17 (minimum \$1,000)	\$ 41.00
WITH GYM	21 (minimum \$1,500)	\$ 50.00
*Includes Day Care Centers		
STORES, SHOPPING CENTER		
PER 1000 SQ FT	100 (minimum \$3,000)	\$ 240.00
THEATER	5 (minimum \$3,000)	\$ 10.00
Per seat		
AUDITORIUM CONVENTION CENTER, ASSEMBLY HALL		
(NO FOOD SERVICE)		
PER CAPITA	10 (minimum \$3,000)	\$ 24.00

WAREHOUSE		
PER 1000 SQ FT	25 (minimum \$3,000)	\$ 60.00

** Apartments are defined as a building designed for residential occupancy by 3 or more families living in separate units without firewalls separating the units and containing less than 1500 square feet of living space per dwelling unit.

FOR CAPITAL RECOVERY FEE:

The following Average Daily Flow shall be utilized to determine the indicated connection fee:

<u>TYPE OF INSTALLATION</u>	<u>FLOW GPD</u>	<u>\$ PER UNIT</u>
CLUB BUILDING	500	\$3,000.00
BAR		
PER SEAT	50 (minimum \$3,000)	\$ 120.00
EMPLOYEE (FTE)	25 (minimum \$3,000)	\$ 60.00
BEAUTY/BARBER SHOP		
PER WET CHAIR	333 (minimum \$3,000)	\$ 799.00
BOWLING ALLEY		
PER LANE	125 (minimum \$3,000)	\$ 300.00
CAR WASH		
PER BAY-SELF OPERATED	100 (minimum \$3,000)	\$ 240.00
AUTOMATIC	166	\$ 398.00
CHURCH		
PER SEAT (in largest assembly)	5 (minimum \$1,000)	\$ 12.00
COIN LAUNDRY		
PER MACHINE	400	\$ 800.00
COMMERCIAL LAUNDRY		
PER MACHINE	640	\$1,536.00
COUNTRY CLUB		
PER 100 Square feet	250	\$ 600.00
HOSPITAL		
PER BED	200	\$ 500.00
INDUSTRIAL		
PER EMPLOYEE	35 (minimum \$3,000)	\$ 84.00
LODGING ESTABLISHMENTS	225	\$ 1,080.00
PER UNIT/ROOM		
(Includes Hotel/Motel, RV Parks, B&Bs)		
MOBILE HOME PARK		
SINGLE OR DOUBLE WIDE	300	\$ 6,000.00
Apts. PER UNIT		
w/o washer/dryer hook up**	225	\$ 1,080.00
Apts. with washer/dryer		
Hook up** per unit	300	\$ 1,200.00
NURSING HOME		
PER BED	125	\$ 300.00
OFFICE		
PER 1000 SQ FT	175 (minimum \$3,000)	\$ 420.00
Medical per 1000 SQ FT	500	\$1,500.00
RESIDENCE		
PER UNIT-INCLUDES		
CONDO/T.HOMES	400	\$ 6,000.00

MULTI-FAMILY*		
PER UNIT 1-2 BEDROOM	300	\$6,000.00
3 BEDROOM	400	\$6,000.00
*Includes duplex, triplex, quadra-plex		
RESTAURANT		
WITH DRIVE-IN	55 (minimum \$3,000)	\$ 132.00
PER SEAT W/O DRIVE-IN	25 (minimum \$2,000)	\$ 50.00
SERVICE STATION/FUEL CTR.		
REGULAR PUMP		\$ 500.00
TRUCK PUMP		\$5,000.00
OTHERWISE PER PUMP	75	\$ 180.00
SCHOOL*		
PER STUDENT	17 (minimum \$1,000)	\$ 41.00
WITH GYM	21 (minimum \$1,500)	\$ 50.00
*Includes Day Care Centers		
STORES, SHOPPING CENTER		
PER 1000 SQ FT	100 (minimum \$3,000)	\$ 240.00
THEATER		
Per seat	5 (minimum \$3,000)	\$ 10.00
AUDITORIUM CONVENTION CENTER, ASSEMBLY HALL (NO FOOD SERVICE)		
PER CAPITA	10 (minimum \$3,000)	\$ 24.00
WAREHOUSE		
PER 1000 SQ FT	25 (minimum \$3,000)	\$ 60.00

**Apartments are defined as a building designed for residential occupancy by 3 or more families living in separate units without firewalls separating the units and containing less than 1500 square feet of living space per dwelling unit.

- NOTES:
- (1)

Minimum sewer system treatment fee for commercial/industrial buildings: \$800.00 + \$100.00 = \$900.00. All other tap fees will be computed on an individual basis by city engineer/city manager.
- (2)

These fees are for within the City connections.
- (3)

Customer must pay all expenses to bring water/sewer service to the point on the property line where the customer & the city agree that service will be provided. This includes the cost of a wet or dry tap of the lines. Mayor & Council may negotiate this issue.
- (4)

Fee's for outside the city service will be 50% higher.
- (5)

Flow GPD are determined by the City Engineer and may vary or differ from the above in unusual cases. All variance from this ordinance must be substantiated by a study.
- (6)

Any use not covered by this ordinance will be computed by the Engineer.
- (7)

Flow GPD will be computed to the nearest 1000 where applicable.
- (8)

All applicants for water and/or sewer service for existing one-family residential structures located within the City of Kingsland are eligible for service based on a payment plan. All fees shall be paid within 36 months of service.
- (9)

Connection to City of Kingsland sewer system shall only be permitted to those residents and businesses lying within the city limits.

In the case of new multi-family or other large user type projects where the owner/developer installs all water and sewer facilities in accordance with City approved plans, including mains, trunk lines, taps, and meters, the City may establish a special assessment fee in lieu of the normal connection fee(s).

Based on an assessment of the direct impact the development will have on water and sewer facilities, the special assessment fee may be less or greater than the normal connection fee.

The special assessment fee shall be established by the Mayor and Council upon recommendation of the City engineer and in accordance with the agreement between the City of Kingsland and the Georgia Department of Natural Resources dated June 30, 1981.

SPRINKLER SYSTEM:

\$240.00 per inch of pipe diameter. Each private line shall be equipped with an approved detector meter at customer's expense.

- Notes:
- 1. In all cases of new multiple type users subscribing for water and/or sewer service, the City will make the determination as to the installation of either a master meter(s) or individual meters for each unit.
 - 2. Customer must pay the full cost of compound or other meters as determined by the City plus shipping cost.
 - 3. Fee's for outside the city limits are to be 50% higher.

SECTION 4. MINIMUM CHARGES:

The minimum charge, as provided in the rate schedule, shall be made for such connection subscribed for. Water furnished for a given lot shall be used on that lot only, and except for fire protection, the City of Kingsland shall not under any condition furnish water or sewer service free of charge to anyone.

SECTION 5. TIME LIMITATION FOR CONNECTIONS

When basic water and/or sewer connection fees have been paid by an individual type user, the subscriber shall have (12) twelve months to connect to the system without additional charges, except as hereinbefore provided.

If actual connection occurs during the following (12) twelve months, the subscriber shall be required to pay any increase in the basic fee or fees that may have been adopted by the Mayor and Council by amendment to this ordinance.

At the end of twenty-four (24) months, the total amount of connection fee(s) paid shall be reimbursed to the applicant minus an administrative fee of \$100.00 if service tap(s) to the system have not been provided by the City of Kingsland and the connection to the tap has not been made by the applicant.

If a tap service to the system has been made for a location(s), the total amount of connection fee(s) paid shall be forfeited by the subscriber as service rendered even if actual connection by the applicant/subscriber has not been made.

Both Water and Sewer Connection fees shall be transferable if requested and approved by the Mayor and Council, but additional assessment fees shall be assessed and payable to the City based on increased service demand as provided for in SECTIONS 1, 2, and 3 contained herein.

Subscribers for multiple type users shall also be required to comply with this section, however a detailed schedule for development and connection shall be agreed to by written instrument by the owner/developer and adopted by official action by the Mayor and Council of the City of Kingsland.

SECTION 6. CITY'S RESPONSIBILITY AND LIABILITY

The City of Kingsland, Georgia shall run a service line from its distribution line to the property line where the distribution line exists or is to be constructed and runs immediately adjacent and parallel to the property to be served. The basic connection fee shall be for a service line not exceeding one hundred (100) feet.

- (a) The City may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extension of its distribution lines as may be required to render such service.
- (b) The City may install its meter at or near the property line or, at the City's option, on the consumer's property within three (3) feet of the property line.
- (c) The City reserves the right to refuse service unless the consumer's line or pipings are installed in such a manner as to prevent cross-connection or back-flow.

- (d) Under normal conditions the consumer will be notified of any anticipated interruptions of service by the City of Kingsland.
- (e) The City of Kingsland, Georgia shall run a sewer service line from its collection line to the property line where the collection line exists and runs immediately adjacent and parallel to the property to be served. The basic connection fee shall be for a service line not exceeding one hundred (100) feet.
- (f) The City may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its collection lines as may be required to render such service.
- (g) Residential water meters (3/4 inch) and small commercial water meters (3/4 inch) remain the property of the City of Kingsland. The City of Kingsland is responsible for making repairs to the water meters when necessary.
- (h) Commercial water meters are provided by the customer. Occasionally upon request, commercial water meters are ordered by the City and the customer reimburses the City at cost. Either way, commercial water meters, except small commercial (3/4 inch) water meters, are the property of the customer, and the customer is responsible for maintaining and repairing the water meter to City standards.

SECTION 7. CONSUMER'S RESPONSIBILITY AND LIABILITY:

Water furnished by the City of Kingsland, Georgia shall be used for consumption by the consumer, members of his household and employees only. The consumer shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, nor other purposes, except when water is available in sufficient quantity without interfering with the regular domestic consumption in the area served. Disregard for this rule shall be sufficient cause for refusal and/or discontinuance of service.

- (a) Where meter or meter box is placed on the premises of a consumer, a suitable place shall be provided by the consumer therefore, unobstructed and accessible at all times to the meter.
- (b) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter. Should the City be called out after 4:30p.m. and/or after the City's normal operating hours to turn on or off a water meter because there is no such cut-off valve for consumer's repairs or maintenance, it will be subject to a \$25.00 service charge.
- (c) The consumer's piping and apparatus shall be installed and maintained by the consumer's expense, in a safe and efficient manner and in accordance with the sanitary regulations of the State Health Department.
- (d) In order to be received as a consumer and entitled to receive water from the City's water system, all applicants must offer proof that any private wells located on their property are not physically connected to the lines of the City's water system and all applicants by becoming consumers of the City covenant and agree that, so long as they continue to be consumers of the City, they will not permit the connection of any private wells on their property to the City's water system, by any piping permanent or temporary.
- (e) Sanitary sewer service furnished by the City of Kingsland, Georgia shall be for wastewater generated only by the Kingsland water system. No wastewater from private wells, storm drains, roof drains or similar sources shall be discharged into the system.
- f) The consumer's sewer piping and apparatus shall be installed and maintained at the consumer's expense. All contractors or plumbers installing water/or sewer system service lines shall be registered at City Hall and approved by the City. All such connections and service line work shall be done in accordance with City specifications, and all work shall be inspected and approved by the City prior to the piping being covered with earth.

SECTION 8. ACCESS TO PREMISES AND EXTENSIONS OF SYSTEM:

Duly authorized agents of the City of Kingsland shall have access at all hours to the premises of the consumer for the purpose of installing or removing City property, inspecting piping, reading and testing meters, or for any other purpose in connection with the water service and its facilities and the sewer service and its facilities.

Extensions to the system, outside of existing right-of-way shall be made only when the consumer shall grant or convey, or shall cause to be granted or conveyed to the City of Kingsland a permanent easement of right-of -way across any property traversed by the water and sewer lines.

SECTION 9. CHANGE OF OCCUPANCY:

Notice during normal business hours must be given to the City of Kingsland to discontinue water and sewer service or to change occupancy. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer. The new occupant shall apply for water and sewer service prior to occupying the premises, and failure to do so will make him liable for paying for the water consumed since the last meter reading.

SECTION 10. METER READING-BILLING-COLLECTIONS

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

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

~~(g)~~(h) For fire hydrant meter accounts, failure to report monthly reading will result in a \$50.00 penalty fee. Any meter connected to a fire hydrant without proper application, meter device, and approval will result in a \$1,000 penalty fee. Any damages to fire hydrant and/or fire hydrant nut from not using a proper hydrant wrench will result in a minimum \$50.00 damage fee.

SECTION 11. SUSPENSION OF SERVICE:

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

- (a) Upon discontinuance of service for nonpayment, the customer's water meter will be turned off and the garbage container picked up by the City. The security deposit will be applied by the City

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

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

SECTION 12. COMPLAINTS/ADJUSTMENTS

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

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

SECTION 13. EFFECTIVE DATE:

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

SECTION 14. CONFLICTING ORDINANCE:

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

THIS ORDINANCE AMENDED and ADOPTED by the Mayor and City Council of the City of Kingsland, Georgia at a Meeting of the City Council of Kingsland, Georgia on the ~~23RD~~-28th day of ~~SEPTEMBER~~ May 2024.

THE CITY OF KINGSLAND

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

ATTEST:

~~Linda O'Shaughnessy~~ Jean Seigler-Horne, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4452)

Meeting: 05/28/24 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4452 A

8.5

Approval Of: Resolution #2024-09 FY 2023-24 Mid-Year Budget Revisions

**A RESOLUTION TO AMEND THE FISCAL YEAR 2023-2024
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND
Resolution # 2024-09**

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

Account Name	Budget Account	Current Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed	Notes
That it is necessary to amend the budget in the General Fund (100) for a decrease in revenues and expenditures of the Administration department.						
That the above transaction can be fulfilled by changing the following budget accounts:						
Cash Carry Forward	100-00-0000-391300	\$3,663,840	(\$378,840)		\$3,285,000	Remove funding share -Public Health Bldg, covered by SPL 8 excess collections
Contributions to other Agency	100-45-1500-572000	\$386,340		(\$378,840)	\$7,500	Remove funding share -Public Health Bldg, covered by SPL 8 excess collections
			<u>(\$378,840)</u>	<u>(\$378,840)</u>		
That it is necessary to amend the budget in the General Fund (100) for an increase in expenditures of the Police department.						
That the above transaction can be fulfilled by changing the following budget accounts:						
Cash Carry Forward	100-00-0000-391300	\$3,285,000	\$288,545		\$3,573,545	five-2023 Tahoes from prior year budget
Cash Carry Forward	100-00-0000-391300	\$3,573,545	\$348,000		\$3,921,545	ten-2023 Dodge Chargers -Council approved from Insurance Recovery funds
Cash Carry Forward	100-00-0000-391300	\$3,921,545	\$99,790		\$4,021,335	equipment for vehicles purchased
Vehicles	100-50-3210-542200	\$30,000		\$288,545	\$318,545	five-2023 Tahoes from prior year budget
Vehicles	100-50-3210-542200	\$318,545		\$348,000	\$666,545	ten-2023 Dodge Chargers -Council approved
Equipment	100-50-3210-542500	\$10,911		\$99,790	\$110,701	equipment for vehicles purchased
			<u>\$736,335</u>	<u>\$736,335</u>		
That it is necessary to amend the budget in the General Fund (100) for an increase in expenditures of the Downtown Development department.						
That the above transaction can be fulfilled by changing the following budget accounts:						
Cash Carry Forward	100-00-0000-391300	\$4,021,335	\$5,000		\$4,026,335	Cash carry forward for PY Banner orders received in CY
Lamp Post Banners	100-68-7550-531107	\$5,000		\$5,000	\$10,000	Cash carry forward for PY Banner orders received in CY
			<u>\$5,000</u>	<u>\$5,000</u>		
That it is necessary to amend the budget in the Downtown Development Fund (278) to account for decreases in revenues and expenditures.						
That the above transaction can be fulfilled by changing the following budget accounts:						
Downtown Market	278-00-0000-347921	\$4,500	(\$2,000)		\$2,500	adjust to actual
Catfish Festival Event	278-00-0000-347922	\$25,600	\$4,400		\$30,000	adjust to actual
Interest	278-00-0000-361000	\$0	\$100		\$100	adjust to actual
Sponsorship Program	278-00-0000-371200	\$24,000	(\$6,500)		\$17,500	adjust to actual
DDA Fundraising	278-00-0000-371201	\$0	\$200		\$200	adjust to actual
Catfish Festival Sponsorship	278-00-0000-371202	\$6,500	\$1,000		\$7,500	adjust to actual
Christmas Event Sponsorship	278-00-0000-371203	\$1,000	\$2,680		\$3,680	adjust to actual
Holiday Lights	278-00-0000-371204	\$1,000	(\$1,000)		\$0	adjust to actual
The Lawn Rent	278-00-0000-381003	\$35,000	(\$19,000)		\$16,000	adjust to actual
Professional/technical	278-68-7550-521300	\$15,000		\$9,738	\$24,738	tree expense
Professional-Fairground dev	278-68-7550-521301	\$20,000		(\$12,000)	\$8,000	lawn site plan

Account Name	Budget Account	Current Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed	Notes
Advertising	278-68-7550-523300	\$4,100		(\$1,000)	\$3,100	radio show host
Website	278-68-7550-523350	\$4,300		(\$2,300)	\$2,000	reduce expense
Contract Labor	278-68-7550-523900	\$6,500		\$3,242	\$9,742	increase for event, authority admin, event coordination & market labor
DDA Fund expense	278-68-7550-531514	\$4,500		(\$1,000)	\$3,500	Fall event water bill insert
Downtown Market Expense	278-68-7550-531520	\$4,500		(\$2,800)	\$1,700	reduce expense
Catfish Festival Event	278-68-7550-531523	\$21,500		(\$8,500)	\$13,000	reduce expense
Christmas Décor Expense	278-68-7550-531524	\$5,000		\$8,000	\$13,000	adjust to actual
Contingency	278-68-7550-574000	\$100,000		(\$13,500)	\$86,500	fund changes from contingency
			<u>(\$20,120)</u>	<u>(\$20,120)</u>		

That it is necessary to amend the budget in the Convention & Visitors Bureau Fund (275) to account for increases in revenues and expenditures.

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

Salaries	275-75-7540-511100	\$201,473		\$695	\$202,168	Dest. Mkting Mgr FLSA salary adj. \$41,111 to \$43,888, eff 7/1/24 3mos
Fica	275-75-7540-512200	\$15,398		\$53	\$15,451	Dest. Mkting Mgr FLSA salary adj. \$41,111 to \$43,888, eff 7/1/24 3mos
Salaries	275-76-7545-511100	\$113,473		\$1,780	\$115,253	Welcome Ctr Mgr FLSA salary adj. \$36,766 to \$43,888, eff 7/1/24 3mos
Fica	275-76-7545-512200	\$8,725		\$136	\$8,861	Welcome Ctr Mgr FLSA salary adj. \$36,766 to \$43,888, eff 7/1/24 3mos
Contingency	275-75-7540-579000	\$750,912		(\$2,664)	\$748,248	fund salary changes from contingency
Purchased/Contracted Svcs-Tourism	275-75-7540-521000	\$307,500		\$29,500	\$337,000	
Purchased/Contracted Svcs-Wel Ctr	275-76-7545-521000	\$79,078		(\$10,578)	\$68,500	
Supplies-Welcome Center	275-76-7545-531100	\$41,500		\$1,500	\$43,000	
Building Improvement	275-76-7545-541200	\$0		\$8,759	\$8,759	
Contingency	275-75-7540-579000	\$748,248		(\$29,181)	\$719,067	fund expenditure changes from contingency
			<u>\$0</u>	<u>\$0</u>		

That it is necessary to amend the budget in the Solid Waste Fund (540) to account for a capital outlay expense.

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

Cash carry forward	540-00-0000-391300	\$450,000	\$351,460		\$801,460	Garbage truck (side loader), council approved
Machinery/Equipment	540-85-4510542100	\$450,000		\$351,460	\$801,460	Garbage truck (side loader), council approved
			<u>\$351,460</u>	<u>\$351,460</u>		

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

Adopted this 28th day of May 2024.

CITY OF KINGSLAND, GEORGIA

Dr. C. Grayson Day, Jr., Mayor

Attest: _____
Jean Seigler, City Clerk