



CITY OF ST. MARYS, GEORGIA
418 Osborne Road
St. Marys, GA 31558

June 13, 2016

WORK SESSION EVENT PLANNER POSITION
4:15 P.M.

WORK SESSION CODE ENFORCEMENT UPDATE
4:45 P.M.

WORK SESSION ADVANCED DISPOSAL
5:30 P.M.

COUNCIL MEETING
6:00 P.M.

AGENDA

- I. **CALL TO ORDER**
- II. **INVOCATION:** *Councilmember Dave Reilly*
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL** **QUORUM: YES** **NO**
- V. **APPROVAL OF MINUTES:** *May 16, 2016 Regular City Council Minutes*
- VI. **PRESENTATIONS:**
ANNUAL REPORT SUBMARINE MUSEUM: *Keith Post & Gary Pugh*
WATER METER RADIO READ MAPPING: *Jennifer Brown, Jeff Adams and Bobby Marr*
GEOGRAPHIC INFORMATION SYSTEM (GIS) MAPPING:
Jeff Adams (Community Development Director)
BOARD APPOINTMENTS:
Orange Hall Foundation (4 positions)
- VII. **SET CONSENT AGENDA**

VIII. APPROVAL OF THE AGENDA

IX. GRANTING AUDIENCE TO THE PUBLIC

X. OLD BUSINESS: NO ITEMS

XI. NEW BUSINESS:

- A. EVENT PLANNER POSITION DISCUSSION:TAB "A"
*Councilmember Linda P. Williams***
- B. ADVANCED DISPOSAL CONTRACT: *John J. Holman (City Manager)*.....TAB "B"
*Request authorization for City Manager and staff to review options with Advanced Disposal for contract renewal of five additional years***
- C. GEORGIA EMERGENCY MANAGEMENT AGENCY (STATEWIDE MUTUAL AID ASSISTANCE AGREEMENT): *John J. Holman (City Manager)*TAB "C"
*To Authorize the Mayor to enter into an agreement with GEMA for mutual aid assistance in natural/ man-made disasters or emergencies***
- D. RESOLUTION & LETTER OF SUPPORT-HALLMARK COMPANIES, INC. (THE PINES APARTMENTS) APPLICATION GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS LOW INCOME HOUSING TAX CREDITS FOR ACQUISITION & REHABILITATION:
John J. Holman (City Manager) Request from Hallmark companies, Inc. for a resolution and letter of support from the City as part of the application for funding to renovate the existing facilities which were constructed in 1981.....TAB "D"**
- E. FIRE STATION NO. 7 AND NO. 9 APRON REPLACEMENT PROJECT:TAB "E"
*Bobby Marr (Public Works Director) Request award of contract to Charlie Hester Construction and authorize Mayor to sign the construction contract***
- F. ST. MARYS ROAD LANDSCAPING: *Bobby Marr (Public Works Director)*.....TAB "F"
*Request authorization to award contract for landscaping along St. Marys Road***
- G. MEMORANDUM OF AGREEMENT DEPARTMENT OF HOMELAND SECURITY, US CITIZENSHIP & IMMIGRATION SERVICES (SAVE): *City Clerk*TAB "G"
*To renew a federal mandated agreement with DHS-USCIS for the verification of illegal aliens***
- H. JULY 4, 2016 CITY COUNCIL MEETING: *City Clerk*TAB "H"
*To discuss whether to cancel or reschedule meeting due to Fourth of July Holiday***
- I. RESOLUTION –GEORGIA ENVIRONMENTAL FINANCE AUTHORITY FUNDS:
Jennifer Brown (Finance Director) Request approval of resolution and authorization for Mayor to sign documents to execute loan and promissory note for clean water state revolving fund loan administered by GEFA not to exceed \$480, 670 to finance a portion of costs for Force Main Project on Point Peter CausewayTAB "I"**

J. FY 2016 GENERAL FUND BUDGET AMENDMENT-IT COMPUTER MAINTENANCE:
Jennifer Brown (Finance Director) Request amendment to budget for computer maintenance and server issues TAB “J”

K. ROCCO’S ITALIAN RESTAURANT (ALCOHOL LICENSE): *City Clerk TAB “K”*
Request approval to advertise a public hearing for Rocco’s Italian Restaurant applying for a Beer, Wine and Liquor License on premise consumption with food

XII. REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. FINANCE DIRECTOR’S REPORT: *Jennifer Brown (Finance Director TAB “L”*

B. CALENDAR: *City Clerk*

XIII. REPORT OF MAYOR

XIV. GRANTING AUDIENCE TO THE PUBLIC

MAYOR AND COUNCIL COMMENTS

CITY MANAGER’S COMMENTS

XV. EXECUTIVE SESSION:

XVI. ADJOURNMENT

This is a tentative agenda and is subject to change. Please check with City Hall prior to the Meeting for any revisions.

CITY OF ST. MARYS, GEORGIA

FY 2017 BUDGET PUBLIC HEARING "PROPOSED FY2017 BUDGET"

May 16, 2016

5:30 p.m.

MINUTES

Mayor John F. Morrissey and City Council of the City of St. Marys conducted a Budget Public Hearing for the proposed FY 2017 Budget in Council Chambers at City Hall on May 16, 2016, at 5:30 p.m.

PRESENT WERE:

Mayor John F. Morrissey
Councilmember Sam L. Colville
Councilmember Robert L. Nutter
Councilmember Elaine Powierski
Councilmember David Reilly
Councilmember Linda P. Williams

ABSENT WERE:

Councilmember Jim Gant

CITY OFFICIALS PRESENT:

John J. Holman, City Manager
Jennifer Brown, Finance Director
Angela Wigger, Tourism Director
Jeff Adams, Community Development Director
Bobby Marr, Public Works Director
Robert Horton, Fire Chief
Shannon Brock, Police Lieutenant

Mayor Morrissey called the Budget Public Hearing to order at 5:30 p.m. and opened the floor to the Public for questions and/or comments.

GRANTING AUDIENCE TO THE PUBLIC: There were no public comments.

ADJOURNMENT

Mayor John F. Morrissey declared the FY 2017 Budget Public Hearing closed at 5:31 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk

CITY COUNCIL MEETING

**May 16, 2016
6:00 p.m.**

MINUTES

The Mayor and City Council for the City of St. Marys, Georgia met for its regular City Council session on Monday, May 16, 2016 in the Council Chamber at City Hall.

PRESENT WERE:

Mayor John F. Morrissey
Councilmember Sam L. Colville
Councilmember Robert L. Nutter
Councilmember Elaine Powierski
Councilmember David Reilly
Councilmember Linda P. Williams

ABSENT WERE:

Councilmember Jim Gant

CITY OFFICIALS PRESENT:

John J. Holman, City Manager
Jennifer Brown, Finance Director
Donna Folsom, Human Resources Director
Angela Wigger, Tourism Director
Jeff Adams, Community Development Director
Bobby Marr, Public Works Director
Robby Horton, Fire Chief
Shannon Brock, Police Lieutenant

CALL TO ORDER:

Mayor Morrissey called the City Council Meeting to order at 6:00 p.m. Councilmember Williams gave the invocation. Mayor Morrissey led the audience in the pledge of allegiance. Council roll call indicated a quorum of Council members present for the meeting.

APPROVAL OF MINUTES: *May 2, 2016 Regular City Council Meeting Minutes*

Councilmember Nutter moved to approve the May 2, 2016 Regular City Council Meeting minutes. Councilmember Reilly seconded the motion. Voting was unanimous for the motion.

May 9, 2016 Special Called City Council Meeting Minutes

Councilmember Nutter moved to approve the May 9, 2016 Special Called City Council Meeting minutes. Councilmember Williams seconded the motion. Voting was unanimous for the motion.

PRESENTATIONS:

JOINT PROCLAMATION-NATIONAL KIDS TO PARKS DAY: *Mayor John F. Morrissey*

Mayor Morrissey read the National Kids to Parks Day proclamation and invited everyone to attend one of the three events in Camden County (St. Marys, Kingsland and Woodbine) on Saturday, May 21, 2016.

NATIONAL KIDS TO PARK DAY (LEAP INTO SUMMER): *William Brunson (Camden County Public Service Authority)*

Mr. Brunson stated the event in St. Marys will be from 9:00 a.m. to 2:00 p.m. with free pool admission, free lunches/popsicles. Mr. Brunson announced several activities for kids including soccer/baseball games, Touch a Truck event, and swimming. Mr. Brunson thanked St. Marys City Council for supporting the event and volunteering. Mayor Morrissey asked Mr. Brunson to give a brief update on outdoor facilities available to families supported by the Camden County Public Service Authority (PSA). Mr. Brunson stated the PSA maintains 26 parks, 31 ball fields, numerous tennis courts/playgrounds in Camden County. Mayor Morrissey and City Council thanked Mr. Brunson for doing a great job for residents/cities.

MASTER PLAN STEERING COMMITTEE (VISION OF ST. MARYS YOUTH ART CONTEST):

Michael Rich (Chairman)

Mr. Rich recognized several members of the Master Plan Steering Committee in attendance and stated several businesses sponsored the art contest with prizes (Camden Bicycle Center, Cumberland Sound Studio, Jerry Lee Music and Satilla Board Sports). Mr. Fred Mercier announced the winners of the Master Plan Steering Committee-Vision of St. Marys Youth Art Contest: (Elementary School winners) Lorelai Boone & Logan Drawdy, (Middle School Winners) Carly Jelinek, Kennedy Martin, Cody McCartha and Faith Sweazy. Mayor Morrissey, City Council and residents congratulated the winners on doing a great job.

PROCLAMATION-OLDER AMERICANS MONTH 2016: *Mayor John F. Morrissey*

Mayor Morrissey read the Older Americans Month 2016 proclamation encouraging citizens to support, honor and thank elders in the community.

BOARD ANNOUNCEMENT:

Orange Hall Foundation (4 positions)

Mayor Morrissey announced four openings on Orange Hall Foundation.

SET CONSENT AGENDA (*):

Councilmember Reilly made a motion to approve the consent agenda as New Business A, B, C, E, G and H. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

Councilmember Colville made a motion to approve the agenda as amended. Councilmember Williams seconded the motion. Voting was unanimous in favor of the motion.

GRANTING AUDIENCE TO THE PUBLIC:

Joan Smith, 400 George Street: Mrs. Smith thanked City Council for supporting the St. Marys Senior Center and mentioned raffle funds being brought to City Hall/people causing disruptions at the center.

OLD BUSINESS: No Items

NEW BUSINESS:

A. ADOPTION OF FY 2017 BUDGET (*): *Jennifer Brown (Finance Director)*
Request approval to adopt FY 2017 Budget

Councilmember Reilly made a motion to approve and adopt the FY 2017 Budget.
Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

B. RESOLUTION-DECLARATION OF OFFICIAL INTENT TO REIMBURSEMENT COSTS OF ACQUIRING VEHICLES AND EQUIPMENT WITH TAX EXEMPT FINANCING FOR FY 2017 (*):
Jennifer Brown (Finance Director) Request approval of resolution for tax exempt finance for FY 2017

Councilmember Reilly made a motion to approve the resolution declaring official intent to reimburse costs of acquiring vehicles and equipment with tax exempt financing for FY 2017.
Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

C. REVERSE SUBDIVISION REQUEST-RLF WINDING RIVER, LLC (*):
Jeff Adams (Community Development Director)

RLF Winding River, LLC is requesting approval for a two lot to one lot minor final plat located on Boatsman Way in Winding River Subdivision to include Tax Parcels 120K-191 & 120K-192. The property is zoned PD R-1

Councilmember Reilly made a motion to approve RLF Winding River, LLC request for a reverse subdivision for a two lot to one lot minor final plat located on Boatsman Way (Tax Parcels 120K-191 & 120K-192) in Winding River Subdivision. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

D. SPECIAL USE PERMIT (JOSH RUBIN-1908 OSBORNE STREET ST. MARYS, GA):

Jeff Adams (Community Development Director) Mr. Rubin is requesting a Special Use Permit to allow for motorcycle repair business and outside storage of vehicles for towing at 1908 Osborne Street. The property is zoned C-2, Tax Parcel S18-01-006

Councilmember Reilly made a motion to approve the Special Use Permit to allow for a motorcycle repair business and outside storage of vehicles for towing at 1908 Osborne Street. Councilmember Colville seconded the motion. Councilmember Reilly moved for discussion and asked the Community Development Director questions regarding drainage, surface and disposal of surface water/completion of work before permit is issued. Mr. Adams stated Council could make the completion of work as a condition for permit approval.

Councilmember Colville amended the motion for approval on the condition draining, grading and disposal of surface water is completed before the Special Use Permit will be allowed for motorcycle repair business and outside storage of vehicles for towing at 1908 Osborne Street. Councilmember Williams seconded the motion. Voting was unanimous in favor of the motion. The original motion made by Councilmember Reilly and seconded by Councilmember Colville was voted upon and was unanimous in favor of the motion.

E. FIRE DEPARTMENT ENGINE 9 DONATION REQUEST (*): *Robert Horton, Jr. (Fire Chief)*
Request Engine 9 currently in surplus be donated to Homerville/Clinch County Volunteer Fire Department

Councilmember Reilly made a motion to approve engine 9 being donated to Homerville and Clinch County Volunteer Fire Departments. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

F. GEORGIA DEPARTMENT OF NATURAL RESOURCES DRINKING WATER LABORATORY AND RELATED SERVICES CONTRACT: *Bobby Marr (Public Works Director) Request authorization for Mayor John F. Morrissey to sign renewal contract with the Georgia Department of Natural Resources Environmental Protection Division (EPD) at an annual cost of \$12,200*

Councilmember Colville made a motion to approve authorizing Mayor John F. Morrissey to sign the renewal contract with Georgia Department of Natural Resources Environmental Protection Division (EPD) at an annual cost of \$12,200. Councilmember Williams seconded the motion. Councilmember Colville moved for discussion and asked the Public Works Director questions regarding contract renewal and if the procedure was the same as last year. Mr. Marr stated the procedures were the same. Voting was unanimous in favor of the motion.

G. CAMDEN COUNTY CHAMBER OF COMMERCE (BOARD OF DIRECTORS) (*): *(Added)*

To vote for 2017-2020 Camden County Chamber of Commerce Board of Directors
Councilmember Reilly made a motion to approve the nominees as presented from the Camden County Chamber of Commerce. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

H. RESOLUTION-ESTABLISHMENT OF 2018 JOINT COMPREHENSIVE PLAN WORK GROUP WITH CAMDEN COUNTY, KINGSLAND, WOODBINE AND ST. MARYS (*): *(Added)*

Jeff Adams (Community Development Director)
Request approval to establish a 2018 Joint Comprehensive Plan Work Group and approve staff support and resources
Councilmember Reilly made a motion to approve the resolution establishing the 2018 Joint Comprehensive Plan Work Group with Camden County, Kingsland, Woodbine and St. Marys and approval of staff support/resources. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. MONTHLY SEA GRANT UPDATE: *Jeff Adams (Community Development Director)*

The Community Development Director stated the Sea Level Rise Report states approximately 4.25 to 13 million coastal residents will be at risk from sea level rise. Mr. Adams announced the final report should be finished by June 30, 2016 and available this summer. Mr. Adams stated flood mapping was presented at the Camden Roundtable meeting and he is encouraging people to review their location online regarding preliminary flood maps.

B. CITY CALENDAR: City Clerk

The City Clerk announced the upcoming events, activities and meetings up to June 6, 2016.

REPORT OF MAYOR: No comments

GRANTING AUDIENCE TO THE PUBLIC: There were no public comments.

MAYOR AND COUNCIL COMMENTS:

Councilmember Williams mentioned the real Senior Prom at the St. Marys Senior Center on Friday, May 13, 2016 with good food, prizes, dancing and great participation. Mrs. Williams

congratulated Rindy Howell (Senior Center Director) on receiving a special award for all her work with seniors in St. Marys. Councilmember Colville thanked the Senior Center staff, volunteers and sponsors for their work on the prom. Mr. Colville announced he was proud of St. Marys for their work hosting guests at Leadership Georgia and assisting with event on Cumberland Island. Councilmember Reilly thanked Jay Lassiter for sponsoring the event on Cumberland Island and Amy Hendricks, Tonya Rosado and Bill Gross for their work on the event. Mr. Reilly stated he spoke with several leaders from around the state and they were very impressed with St. Marys. Mr. Reilly mentioned the 800 visitors Barbara Ryan stated attended the train event over the weekend.

Councilmember Powierski reminded everyone to please complete the survey and stated she would request a work session on authorities/boards/commission and committees in the near future on draft policies/procedures. Mayor Morrissey welcomed Councilmember guests attending. Mayor Morrissey mentioned Leadership Georgia being held here three years (two in St. Marys and one on Cumberland Island). Mayor Morrissey mentioned several upcoming events: National Kids to Parks, Starry Nights, Hello Summer and St. Marys Historic Fishing Tournament. Mayor Morrissey thanked City personnel for their hard work on the mill site project.

CITY MANAGER'S COMMENTS:

Mr. Holman requested two Council work sessions on June 6, 2016: Code Enforcement at 5:00 p.m. and Advanced Disposal Solid Waste & Recycling at 5:30 p.m. Mayor Morrissey mentioned Code Enforcement should be at 4:45 p.m. on June 6, 2016 to allow for additional questions. City Council scheduled the work sessions for 4:45 p.m. and 5:30 p.m. Mr. Holman announced openings in the St. Marys Police Department and two recruits in the academy. Mr. Holman gave an update on the following: ordinance amendment for tax collections, Advanced Disposal increase from \$11.40 to \$11.44 and stated he would brief Council in six months on findings unless something significant appears, water/sewer/tax complaints being received and addressed, City Master Plan moving forward, Master Plan Steering Committee Work Session on Transportation, meeting with JLUS representative and Kings Bay Naval Base on drone ordinance (3,000 foot perimeter zone) which include model airplanes. Councilmember Nutter asked Mr. Holman to contact the group as they are conducting shows and might be a resource while drafting the ordinance. Mr. Holman stated he would contact them.

Mr. Holman mentioned new Navy Federal Credit Union, Highway 55 restaurant coming to shopping center near Walmart, coordinating with City Attorney on amending ordinances including Historic Preservation Area (marsh)/newspaper kiosks, Fire Department updating Emergency Action Plans and Fire Chief/Police Chief working on Radio Review Committee (status update on radio replacement county side program at June 20, 2016 meeting). Mr. Holman mentioned he wanted to apply for an emergency readiness grant for generators (critical infrastructure) at water sewer plant with Mark Crews, bathrooms restored/working on insurance reimbursement/final disposition of case, water meter testing completed with grant received for professional services (update at future Council meeting), Ready Street Drainage Project in federal review process, Gateway Center walking path documents submitted (waiting on authorization to move forward), Sewer Force Main (8" & 12" lines) in EPD review, Route 40 & Spur 40 started today with work being completed from 6 p.m. to 4 a.m., St. Marys & Haddock Road intersection approval received from GDOT/Kingsland approved agreement and waiting on

funds from GDOT to issue notice to proceed. Mayor Morrissey stated Mr. Holman will update Pilot on work being completed at intersection.

Mr. Holman stated the Gateway Project is out to bid for palm trees, follow-up meeting held on Kings Bay Road Traffic Signal at hospital with City requesting additional funds from hospital and LMIG. Mr. Holman stated the hospital wanted to add an additional entrance onto Kings Bay Road but a Traffic Impact Study is needed, flooding behind City Hall (City completed storm water work on street/church needs to complete their portion then City can work on parking lot in the back of City Hall), pavilion dock no bids received, Trolley Building (City Attorney completing easement with Methodist Church/operation and maintenance agreement with Kiwanis) by June 6, 2016 meeting, Streetscape project moving forward (waiting on draft conceptual for public feedback), Georgia Power has lease program for generators but would like to see if City could receive a critical infrastructure grant, DNR contracted out work on fishing pier and next Rustapalooza on November 5, 2016. Mayor Morrissey asked about ordinances regarding building on Kings Bay. Mr. Holman stated he was reviewing several ordinances.

Councilmember Williams stated she would like to recognize the King and Queen of the real senior prom as Betty Gay and James Turner. Councilmember Colville thanked members of the St. Marys Senior Center for attending the Council meeting. Councilmember Nutter announced June 1, 2016 is start of hurricane season and recommended everyone review their emergency plans. Mr. Nutter also reminded everyone to vote on May 24, 2016.

EXECUTIVE SESSION: No Executive Session

ADJOURNMENT:

Councilmember Nutter made a motion for adjournment. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion. Mayor Morrissey declared the meeting adjourned at 7:04 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk

Orange Hall Foundation Appointments
(4 seats)



CITY OF ST. MARYS, GEORGIA

**BOARD/AUTHORITY/COMMISSION/COMMITTEE VOLUNTEER
APPLICATION**

Date: June 1, 2016

Name: Leslie Mary Wells

Address: 332 Cypress Lane

City, State, and Zip: Saint Marys, Georgia 31558

Contact Phone Number(s): Home (912) 882-2000 Cell 410-990-1000

E-mail Address:

lesliemarywells@gmail.com

Note: Members of City Council may contact you by phone or e-mail prior to voting.

Board/Commission/Authority/Committee Applying for:

Orange Hall Board of Directors Reappointment

New Appointment: _____ Reappointment: X

If reappointment, how many consecutive years have you served?

Voted by Council to Serve: 2013 / Appointed by Board to fill Vacancy: 2012

Do you currently serve on any other citizen board? Yes: _____ No: X

If yes, please list all currently held: _____

The city encourages all interested applicants to attend one or more meetings of the entity for which they are seeking appointment. If you are applying for a new appointment, have you attended any meetings? Yes _____ No _____ If yes, how many in the past year?

Attendance Record: Dedicated to attending all meetings and functions.

Educational Background:

University of Maryland, Bachelor's of Science, 1976

Johns Hopkins University, Higher Cognitive Creative Processes MA/PHD program under Dr. Julian Stanley, 1986

Professional Experience:

1976: Education: Teacher K-12 Prince George's County, MD

Developed Gifted and Talented Program for State of Maryland—

Administrator's Training, Identification Procedures, Curriculum K-12/ALL 23 Counties

Developer/Coordinator Gifted and Talented Education Carroll County, MD

Instructor- Western Maryland College

1987: Architectural Design/Build and Historic Preservation:

VP Landmark Builders of Washington

CEO: Foxhall Builders, Washington, DC

DIRECTOR OF DESIGN: Glickman Design/Build, Rockville, MD

Community Service/Civic Organization Affiliations:

Docent: Hammond Harwood House Museum, Annapolis Maryland

Lecturer of 18th Century Palladium Architectural Design: Historic Annapolis, MD

Board Chair: William Paca Society, Annapolis, MD

(Fund Raising Arm of William Paca House Museum)

CASA: Court Appointed Special Advocate

Past 2nd VP officer of Saint Marys Garden Club (disassociated due to medical injury)

Former Election Judge Anne Arundel County, MD

****I belong to no other Board, Authority, or Commission of Saint Marys, Camden County, Georgia.*

In what ways do you think you can contribute/have contributed to the primary mission of the entity to which you are requesting to be appointed or reappointed?

CURRENT CONTRIBUTIONS TO THE PRIMARY MISSION OF ORANGE HALL

1. Introduced inception of Friends of Orange Hall fund raising society, by acquiring/developing membership roster.
2. Helped organize/advertise all fund raising events and civic activities given to the citizens for promotional marketing.
3. Raised money from community businesses, seeking partnerships to augment event costs and treasury.
4. Donated fiscal contributions and in-kind services for events and holiday celebrations.
5. Assisted in manning events.
6. Created marketing materials and brochures for community dissemination.
7. Sought individuals with creative fiscal drive and skill, historical preservation knowledge, builders, architects, engineers and leaders in our fine city to attach their passion to the

continuation of Orange Hall's preservation as Saint Marys' monument to tourism, while uniquely being the looking glass into Georgia's first example of Greek Revival Architecture. I continue to invite those and Friends of Orange Hall to join and apply to be seated on our Board.

Describe specific skills, knowledge, and abilities that you have which will contribute to the entity to which you are applying?

I was raised and lived in Washington, DC for most of my life. My husband wished to retire in Saint Marys and so we arrived five years ago. I come from a long family line of builders and developers, who instilled in me the need for progressive growth, while protecting the treasures of antiquity. There is no greater foundation than that of an amazing history. The razing of an historical property can be the devastation of an entire culture. Development and preservation are a vital synergy to both our future and our history. I have taken this philosophy to preserve and vitalize Uniontown, Maryland's first complete village designated as an historical district. The preservation of the one room school house and 19th century bank still stand in glory today, as beacons of that effort 40 years ago!

My efforts at fund raising helped contribute over \$1, 000,000 to properties in Annapolis, Maryland including the William Paca House, the Charles Carroll Building, and the Hammond Harwood House.

It is a delight to open a new best bed chamber, or summer kitchen, or gentleman's parlor, with a fund raising event to unfold the next targeted renovation, while rejoicing in the fruition of the beautifully restored project for which the event is being held and celebrated. Marketing sponsorships, planning exciting events showcasing name recognizable celebrity, appealing to all levels of donors by offering fund raising events from small ticket backyard picnics, mid range breakfast on the verandas, to Black Tie \$100 a plate soirees yielded the monies acquired to achieve the full support and renovations of these greatly treasured properties.

These events proved viable and profitable to obtain the on-going preservation of a few of America's greatest historical structures.

Describe why you are interested in serving on this entity:

WHY I WISH TO CONTINUE TO SERVE...from them to now....

My great-great-great-grandfather, Timothy O'Neill, was a stone mason from Ireland. He was the first commissioned to do restoration work on the Washington Monument. My father carefully designed, marketed, sold, and renovated the water system of the District of Columbia, by renovating Conduit Road to MacArthur Blvd for water treatment and passage. My uncle was the Chief Superintendent of Engineering of Dulles International Airport. I witnessed many arguments and conflicts as innovation and future needs crossed paths with the preservation of historic landmarks. It was never a loss, if a property of cultural significance and antiquity survived. It was never a win, if monies were not available to circumvent the demise. Saint Marys Grand Dame of Georgia Architecture stands in the threat of these age old conflicts of demolition or renovation. My passion is to guarantee to the future citizens of Saint Marys that her great mansion, of showcase splendor, remains to tell her story so that tomorrow's children will excite in the continued history and beauty of Orange Hall.

It takes money. It takes work. It takes passion. It takes a united strong Board of Directors to facilitate.

It takes a Board with great vision, construction knowledge, and fiduciary skill to keep the needs and threats of Orange Hall visible to all tax payers. Her survivability is more advantageous to the wealth of our tourism traffic and property values than her destruction is to help lessen city expenditures.

Through civic volunteerism and strong recyclable fund raising her future presence is sustainable. I look forward to renewing, continuing, and expanding this effort for the preservation of Orange Hall

Describe any prior or current business or personal relationships which might present a conflict of interest in potential representation of the City on this entity:

If you have not served on a citizen board in the past two years, have you attended an Open Records/Open Meeting training session conducted by the City of St. Marys in the last six months? Yes _____ No _____

I have attended Open Records/Open Meeting Training.

Will your schedule allow you to attend the majority of regularly scheduled meetings of the organization to which you are requesting to be appointed? Yes X No _____

My schedule permits me to attend regular scheduled meetings.

By signing this application, I confirm that the answers supplied are true and complete to the best of my knowledge and that I have read and understand the Conflict of Interest and Ethics policies of the City of St. Marys. See Code of Ordinances, Part 3, Chapter 2 Administration, [Article VIII Ethics](#).

Signature: Leslie Mary Wells

Date: May 25, 2016



CITY OF ST. MARYS, GEORGIA

BOARD/AUTHORITY/COMMISSION/COMMITTEE VOLUNTEER APPLICATION

Date: 6-1-2016

Name: Ashley Wynn

Address: 107 Natchez Court

City, State, and Zip: Saint Marys, GA 31558

Contact Phone Number(s): 912-552-1877

E-mail Address: ashleyrenee84@gmail.com

Note: Members of City Council may contact you by phone or e-mail prior to voting.

Board/Commission/Authority/Committee Applying for:

Orange Hall Foundation

New Appointment: _____ Reappointment: Seeking reappointment

If reappointment, how many consecutive years have you served? 1 & 1/2 years

Do you currently serve on any other citizen board? Yes: _____ No: X

If yes, please list all currently held: _____

The city encourages all interested applicants to attend one or more meetings of the entity for which they are seeking appointment. If you are applying for a new appointment, have you attended any meetings? Yes _____ No _____ If yes, how many in the past year?

Educational Background:

Bachelors Degree in Early Childhood Education from Georgia Southern University

Masters Degree in Instructional Technology from Georgia Southern University.

Professional Experience:

I am a teacher at Woodbine Elementary School. I have taught for the past 4 years.

Community Service/Civic Organization Affiliations:

Over the past year and a half I have helped with the fund raisers at Orange Hall.

In what ways do you think you can contribute/have contributed to the primary mission of the entity to which you are requesting to be appointed or reappointed?

I am currently the secretary and website manager for Orange Hall Foundation. If

reappointed I would maintain those positions on the Foundation. I also consistently attend meetings and fund raisers for the house.

Describe specific skills, knowledge, and abilities that you have which will contribute to the entity to which you are applying?

My masters degree in instructional technology qualifies me to run the website. I am

also efficient with Word and Google to keep the meeting minutes accessible to the members of the Foundation I have created an account on Google to hold our documents.

Describe why you are interested in serving on this entity:

I have always loved Orange Hall and would like to keep her as a museum and see

her become more self-sufficient in years to come.

Describe any prior or current business or personal relationships which might present a conflict of interest in potential representation of the City on this entity:

None that I am aware of.

If you have not served on a citizen board in the past two years, have you attended an Open Records/Open Meeting training session conducted by the City of St. Marys in the last six months? Yes _____ _____ No _____

Will your schedule allow you to attend the majority of regularly scheduled meetings of the organization to which you are requesting to be appointed? Yes No _____

By signing this application, I confirm that the answers supplied are true and complete to the best of my knowledge and that I have read and understand the Conflict of Interest and Ethics policies of the City of St. Marys. See Code of Ordinances, Part 3, Chapter 2 Administration,

Signature: _____

Ashley Wynn

Date: _____

6-1-16

New Business

POSSIBLE EVENTS:

Fleet Week

Restaurant Week

Expand Community Market and Starry Nights (Plan simple events or activities to increase traffic)

Create a First Friday Event (Copy other successful cities: Woodstock, Forsythe, Newnan, Milledgeville, Madison, Statesboro)

Art and Wine Walk

Movie Nights or Food Truck Festivals with entertainment/activities

St. Marys Bike Ride event

Live Music Events /Waterfront programming

(sidewalk chalk contest, corn hole tournament, old-fashioned games day)

Founders Day event

Living History events

Wedding Destination Coordinator of venues, and liaison for information

Car Show

Spring Show

Garden Show

Liaison for information for people planning new events

Downtown Strategic Visioning & Planning Process
Steering Committee Economic Development Action Item
• **INVEST IN AN EVENT COORDINATOR POSITION**

Downtown Visioning – Event Coordinator Details

Details for the event coordinator are provided by the St. Marys Convention & Visitors Bureau Authority to the City of St. Marys for budget consideration for investing in a contracted position that would be housed under the St. Marys CVB. The purpose of the meeting coordinator is to have a dedicated contact that can manage and plan the existing event calendar to boost the level of activity on days and in seasons that are considered need periods. The benefit will be more exposure and traffic downtown and more business for local business owners. This is an initiative that came out of the Downtown Strategic Visioning & Planning Process and we strongly feel its implementation will help move downtown St. Marys in the right direction.

Immediate Action Items

- Maintain a calendar of events planned for the year
- Plan and implement a monthly event for Friday or Saturday
- Increase the weekday and Sunday events (Need periods that are lacking events)
- Operate existing CVB events and implement new ideas to improve those events (Starry Nights, Christmas Tour of Homes)
- Act as the point of contact for event organizers and wedding planners

Weddings

The event coordinator will be the initial point of contact for wedding inquiries and will send the appropriate information in the appropriate way and follow up on all inquiries to gain more bookings at Orange Hall, the St. Marys Waterfront Park, and other city-owned venues.

Arranging and Coordinating Vendors

The event coordinator is responsible to assist in providing all required vendor information to organizers who are planning weddings or events. This would include an up-to-date wedding and event directory that offers a list of caterers, photographers, DJs, florists, videographers – for the event. Also includes getting event organizers on the correct path for reserving sites and completing the assembly permit process when a client is booking a city site. In some cases, the events coordinator may be required to coordinate additional services such as food service, transportation and accommodations for the guests (VIP Familiarization Tours/ City Delegate Tours, as directed by CVB Director).

Monitoring

During the course of the position-planned events, the event coordinator is on-site. S/he will monitor all activities, ensure staff is on task, and make sure attendees of the event are satisfied with their experience.

- Manages all details of any position-planned events, including planning, social media, on-site operation, clean up, etc. for events as necessary.
- Close out report for all events.
- Help to document activities prior to and during the events for internal and external communications.

Skills and Qualifications Needed

- Excellent communication skills, including writing, proofreading skills, and speaking.
- Excellent organization skills and experience with project management.
- Ability to manage multiple simultaneous projects and work assignments.
- Excellent interpersonal skills both in person and by phone, with high professionalism.
- Ability to accomplish projects with little supervision.
- Excellent customer service ethic and high expectations for quality.
- Bachelor's degree preferred; significant event work experience can substitute for the degree.
- Proficient using the Web to conduct research, event administration, and procurement as well as with the latest versions of Microsoft Outlook, Word, Excel, PowerPoint.
- Experience with Web communications, publishing, usability and/or social media is a plus.

Event Coordinator Recommended Salary

Event Coordinator pay ranges from \$28,057 - \$47,387 in the Atlanta, Georgia area according to Payscale.com with the average rate of \$34,620 per year. We would recommend a starting contract rate amount of \$30,000-\$32,000 per year to start with a planned increase of \$10,000 at the end of two years based on the success of the position and continued funding of the position. (A second source {Glass Door} offered a reported average salary range of \$29,000 - \$40,400 in the U.S. depending on location.)

We would recommend being ready to hire the correct applicant to start between July 15 and August 1.

Bob Nutter Questions and Responses

Plain Text = Angela Wigger

Italics = Donna Asbell

1. The most successful events in this town have always been arranged and implemented by private individuals or 501c3s: all of our festivals (Mardi Gras, July 4th, Rock Shrimp), Rustapalooza, Hello Summer, Wild at Heart, Christmas in the Park etc. With such dedicated, experienced and talented individuals ready and willing to put in the time and effort to create hugely successful events, why should the taxpayers cough up funds for a city-hire?

We are not planning festivals. Businesses do not have great days on festival days but rather have great days when there are smaller events happening. Events that do NOT require the closing of streets, use of police, use of public works, or of any other city service. We need to add the type of events that will bring people downtown to spend money with our businesses NOT with festival vendors.

I would ask how we define "most successful events". Let me first say that I completely support the current list of festivals. They are well-planned, and the dedication of the groups planning them is amazing. I do not think we need to change anything in regard to current festivals, but festivals are NOT enough to call it a coordinated plan for the success of downtown.

As a merchant, I can tell you that Blue Goose sales are significantly lower the week of any festival, and this has been very consistent over a five-year period. During conversations with other merchants, it seems that they have the same experience. Festival-goers are generally enjoying the festival and purchasing from the vendors associated with the festival and use brick and mortar businesses as an alternative to the port-ta-johns that are provided by the festival organizers. Generally, when we have festivals, local residents know that they are coming down on Saturday and don't visit downtown until the day of the festival.

The one exception would be Rustapalooza, which was a BUYERS event. Streets were not closed, food vendors at the event were very limited, and the crowd was from out of town.

2. It has only been a few years since the city was eliminating & combining jobs to help balance the budget. It seems that we are right back to the era of creating a new position for every task or idea of a task.

If we want tasks done, we have to invest in the staff. We can't expect more from any department (unless we think they are under-performing) if we're not investing more.

The event coordinator would be a contracted position, and his/her work would bring revenue into the city. Currently, we are not capitalizing on the assets we have available.

3. Why so we need an event coordinator and what goal do we hope to accomplish? Why would this position need to be a full time addition to the city payroll versus contracted out services used on an as needed basis? I feel (if we move forward) with this position it needs real skills and expertise in event planning & management. This may not be possible to attract at full time but could afford higher skills on a project by project basis.

If we contract on a per event basis, that requires someone to hire, manage the contract, and oversee the event planner each time we want to add an event. It also requires that we have more than a general idea of an event in order to contract the scope of work for that event. We do not have the time to plan an event in enough detail to contract it. The point in having a coordinator is that person will do the planning and implementing.

4. How many events per year will it take before the citizens will get sick of having their access to downtown and the waterfront inhibited by events?

I disagree. I think citizens will be happy to have quality events and programming available within an easy walk or bike ride that will actually increase their quality of life. Not sure how to answer beyond that.

According to the survey that was done during the Downtown Visioning Process, residents want more events downtown. They want to have access to more shops, more restaurants, more day-to-day things to do ... someone has to be responsible for coordinating the events which would make this a reality. It is a bit of a "chicken or egg" question, but the city investing in tourism with an Event Coordinator was strongly supported by the consultant's report the city commissioned several months ago.

5. How many citizens actually want more events? Should we consider citizen input via a survey or other vehicle to fully determine need? Just recently St. Augustine has placed a moratorium on events just because of this reason – the quality of life for their citizens was being adversely impacted.

I would say that a survey concerning the success and challenges of downtown St. Marys WAS done during the St. Marys Downtown Visioning process and the request for this position is a direct result of the visioning process. *Visit St. Augustine* already shows 233 events from June 2016 – May 2017. If we were talking of blocking streets all the time, then there would be a negative impact, but again this is not the case. We want activities that create a positive quality of life issue for residents and tourists alike.

6. What would an event every weekend or even more than one event do to the character of downtown St. Marys? How many events/year is enough?

I think comments from above answer this.

I think the question is more of, do we want a vibrant, bustling downtown which can support shops and restaurants or do we want a quiet residential neighborhood with residents occasionally going out to shop, eat and enjoy events. According to the survey, we want the former--not the latter.

7. Who profits from events? What is the bottom line profit to the city from events, considering set-up, clean-up, overtime for police, fire, and public works?

The businesses, and not just downtown businesses, will profit from events. There is so much ancillary spending that can occur when someone attends an event--especially if they are traveling. There is no bottom line profit to the city, but successful events make successful businesses, and successful businesses draw more successful businesses.

The city profits from the sales taxes, taxes on alcohol, more businesses, increase in the tax base, etc... In the events that would be added by an event coordinator, the cost of the increase in services would not be significantly different than what they currently are to the city.

8. If we have a professional event coordinator, will this help or hinder the service organizations and individuals who have coordinated our current successful events?

It would in no way hinder anyone. They are NOT taking over any existing festivals.

9. No successful event happens without volunteer help. Does the city believe that we have a bottomless supply of volunteer labor? Or will the city have to hire people to work the events?

Again, this seems to be a festival related question?

10. Since we have no quality motels and limited, although excellent, small B&B type lodging, with only a few restaurants, and no facilities for meetings or conventions, isn't our ability to host and profit from events limited?

Cumberland Inn & Suites is our largest convention property with 79 rooms and meeting/function space, and they do accommodate groups and reservations from event attendees. There is always a limit to profit, but a small group event like the BRAG WinterRide brings about \$28K – \$35K to St. Marys in the week they are here. Based on the state's event revenue calculator, it is estimated that a large festival, like our 4th of July Festival, (based on 10,000 attendees) will have a visitor spend of just over \$65,000. That's on lodging, food, activities, gas, everything and it is county-wide not just city spending. Even if you think their event calculator is high and you half that number--closer to \$30,000--if you divide that by the businesses downtown that is helpful.

11. So my biggest question is, can we attract and can we host enough new events at sufficient profit to both the city and its residents to justify hiring a new person to seek out and coordinate these events?

Yes.

In the last several years, we have watched businesses upgrade at significant expense. For example, the NPS has worked with the Langs to update their website, make online booking work, and create more opportunities on Cumberland for the tourists. Even more upgrades are coming down the pike for the island experience. Cumberland Inn and Suites has undergone a significant renovation, and the CVB, as shown by our most recent financials, has done a significant job of capitalizing on the tourist dollar. We need to move forward. We need an event coordinator.

Deborah Walker-Reed

Subject: FW: Event Coordinator Position

From: Bob Nutter
Sent: Thursday, May 26, 2016 3:43 PM
To: Deborah Walker-Reed; CityCouncilMembers; John Morrissey
Cc: John J. Holman; Jennifer Brown; Angela Wigger
Subject: RE: Event Coordinator Position

Good afternoon All –

I'm sorry that I will miss the work session and council meeting that discusses the topic of an event coordinator. Be that as it may, I still have concerns and questions and hope that each one will be addressed prior to an approval for a new position.

It is hard to know where to start with questions because as my consideration of this request just sent my mind reeling in a variety of thoughts. So, in no particular order or rationale here are questions that I believe need to be asked and fully answered before we move forward. Please share these questions/concerns with all the council members as part of the materials for the work session and also include in the council packet.

1. The most successful events in this town have always been arranged and implemented by private individuals or 501c3s: all of our festivals (Mardi Gras, July 4th, Rock Shrimp), Rustapalooza, Hello Summer, Wild at Heart, Christmas in the Park etc. With such dedicated, experienced and talented individuals ready and willing to put in the time and effort to create hugely successful events, why should the taxpayers cough up funds for a city-hire?
2. It has only been a few years since the city was eliminating & combining jobs to help balance the budget. It seems that we are right back to the era of creating a new position for every task or idea of a task.
3. Why so we need an event coordinator and what goal do we hope to accomplish? Why would this position need to be a full time addition to the city payroll versus contracted out services used on an as needed basis? I feel (if we move forward) with this position it needs real skills and expertise in event planning & management. This may not be possible to attract at full time but could afford higher skills on a project by project basis.
4. How many events per year will it take before the citizens will get sick of having their access to downtown and the waterfront inhibited by events?
5. How many citizens actually want more events? Should we consider citizen input via a survey or other vehicle to fully determine need? Just recently St. Augustine has placed a moratorium on events just because of this reason – the quality of life for their citizens was being adversely impacted.
6. What would an event every weekend or even more than one event do to the character of downtown St. Marys? How many events/year is enough?
7. Who profits from events? What is the bottom line profit to the city from events considering set-up, clean-up, overtime for police, fire, and public works?
8. If we have a professional event coordinator, will this help or hinder the service organizations and individuals who have coordinated our current successful events?

9. No successful event happens without volunteer help. Does the city believe that we have a bottomless supply of volunteer labor? Or will the city have to hire people to work the events?

10. Since we have no quality motels and limited, although excellent, small B&B type lodging; with only a few restaurants; and no facilities for meetings or conventions, isn't our ability to host and profit from events limited?

11. So my biggest question is, can we attract and can we host enough new events at sufficient profit to both the city and its residents to justify hiring a new person to seek out and coordinate these events?

Thank you for your time and consideration of my questions & concerns. I look forward to "getting up to speed" upon my return. If possible, I would appreciate a final vote being held in abeyance until my return and the council meeting of June 20th.

Thanks, Bob

CITY COUNCIL MEETING
June 13, 2016

TITLE: RESIDENTIAL CURBSIDE SOLID WASTE SERVICES

PURPOSE: Approval for Manager and Staff to Discuss Five Year Renewal with Advance Disposal Inc. for the Residential Curbside Solid Waste Services in the City of St. Marys.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The City of St. Marys entered into a contract with Advance Disposal Inc. (Contractor) for the provision of Solid Waste Disposal Services on May 3rd 2012. The contract was for a period of five years, May 1, 2012 through and inclusive of November 30, 2017.

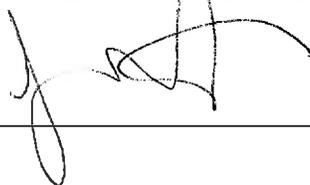
Under “Article 4 – Schedule of Services” of the contract there is an automatic renewal for a term of five (5) years unless either party shall give written notice of non-renewal to the other at least one hundred eighty (180) days prior to the end of the initial term. This would mean notice would be sent no later than the beginning of April 2017 should the City opt not to renew the contract or whether it will allow the automatic renewal to go into effect.

The City Staff will meet with the contractor to discuss the services and provide a recommendation on whether to renew the agreement or send a notice to opt out.

The following attachments are provided with this review:

- Residential Curbside Solid Waste Contract.
- Rate Schedule 12/2007 through May/2015

City
Manager: _____



Advanced Disposal Rates from Dec 2007 through May 2015
 Annual rate adjustments are based on changes in the Consumer Price Index

Anniversary Date	Rate	Increase	Percentage Increase
December-07	\$12.9200		
December-08	\$13.9200	\$1.00	7.18%
December-09	\$13.9200	\$0.00	0.00%
December-10	\$14.0500	\$0.13	0.93%
December-11	\$14.4800	\$0.43	2.97%
May-12	\$11.1500	-\$3.33	-29.87%
May-13	\$11.2950	\$0.15	1.28%
May-14	\$11.4000	\$0.11	0.92%
May-15	\$11.4000	\$0.00	0.00%

(New Contract)

BREAKDOWN OF COSTS

	May-12	May-13	May-14	May-15
Solid Waste	\$6.8500	\$6.9379	\$7.0018	\$7.0018
Yard Trash	\$2.0000	\$2.0257	\$2.0443	\$2.0443
Recycling	\$2.3000	\$2.3295	\$2.3510	\$2.3510
White Goods	\$0.0000	\$0.0000	\$0.0000	\$0.0000
	\$11.1500	\$11.2931	\$11.3972	\$11.3972

Taken from New Contract With Advanced Disposal May, 2012

The Owner has considered the Proposal submitted by you on March 8, 2012, for the above described Work in response to its Advertisement Request for Proposals. You are hereby notified that your Proposal has been accepted in the monthly amounts of as follows:

Solid Waste	\$ 6.85
Yard Trash	\$ 2.00
Recycling	\$ 2.30
White Goods/Bulk Items	\$ 0.00
Total	\$ 11.15

The terms of this Agreement shall be from May, 1, 2012 and terminating November 30, 2017 (Initial Term) with one automatic renewal for one additional five year term (Renewal Term) upon the same terms and conditions as set forth herein unless either party shall give written notice of non-renewal to the other at least one hundred eighty (180) days prior to the end of the initial term

BOBBY MARR
Public Works Director



TELEPHONE
912/882-4415
FAX: 912/673-6681

DEPARTMENT OF PUBLIC WORKS
418 OSBORNE STREET * ST. MARYS, GEORGIA 31558

NOTICE OF AWARD

TO: Dave Shepler, District Manager
Advanced Disposal Services Inc. ~~Inc.~~ Stalene, LLC
9798 Normandy Blvd.
Jacksonville, FL 32221

PROJECT NAME:
REQUEST FOR PROPOSALS
RESIDENTIAL CURBSIDE SOLID WASTE
SERVICES

The Owner has considered the Proposal submitted by you on March 8, 2012, for the above described Work in response to its Advertisement Request for Proposals. You are hereby notified that your Proposal has been accepted in the monthly amounts of as follows:

Solid Waste	\$	<u>6.85</u>
Yard Trash	\$	<u>2.00</u>
Recycling	\$	<u>2.30</u>
White Goods/Bulk Items	\$	<u>0.00</u>
Total	\$	<u>11.15</u>

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance and payment bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said documents within 10 days from the date of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Notice of Award to the Owner.

Dated this 25th day of April, 2012.

By: [Signature] Title: Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

By: President & COO, this the 3 day of May, 2012.

[Signature]
Signature

Pres & COO
Title

**AGREEMENT FOR SOLID WASTE SERVICES FOR THE
CITY OF ST. MARYS, GEORGIA**

ARTICLE 1 - PREAMBLE

The City of St. Marys, Georgia (hereinafter referred to as "City") and Advanced Disposal Services Inc., (hereinafter referred to as "Contractor") have agreed that as of May 1, 2012 the Contractor will provide curbside collection, transportation and disposal services for the incorporated areas of the City for residential garbage, yard debris and recycling services.

ARTICLE 2 – SERVICES

The scope of service for the City residents includes once weekly garbage collection, once weekly yard debris collection and once weekly recycling collection with Contractor provided carts and recycling bins. Bulk item/appliances will be collected on a call-in basis.

1. Residential Solid Waste must be placed in provided carts at curbside with no more than two additional personal bags/cans.
2. Yard debris must be placed at curbside, weekly pick up is not to exceed five (5) cubic yards and material is not required to be bagged.
3. Recycling items for collection are limited to the following: #1-#2 plastic bottles and jugs, glass bottles and jars, metal and aluminum cans, newspaper and inserts, brown paper bags, printed chipboard and corrugated cardboard. Cardboard must be flattened and cut into 2'x3' pieces for placement under the recycle bin.
4. No construction debris, concrete, tree stumps, batteries, liquids, pesticides/chemicals or tires will be accepted for pick up.
5. Contractor agrees to service all of the City's Buildings and Grounds.
6. Contractor agrees to provide service for the three (3) City special events at no charge (4th of July, Rock Shrimp, and Mardi Gras); included in this service is pickup of recyclable materials generated during the event.
7. The City is to provide work orders to the Contractor for all residential service requests, actions, start up or removal via fax or email. Residents will contact the City for service issues and requests for changes or action will be provided by the City to the Contractor.
8. The Contractor shall be responsible for the collection and disposal of illegally dumped piles of trash as directed by the City. These piles shall be removed within two business days of notification to the Contractor by the City.
9. The Contractor shall also provide residential services to all Commercial Establishments and Institutional Establishments, as identified by City to

Contractor as a Customer (only those with residential size cans).
Contractor services to Commercial and Institutional Establishments shall not include collection of Recyclable Materials or Yard Trash.

The fact that any Residential Unit is occupied shall be prima facie evidence that Solid Waste is being produced and accumulated upon the premises thereof.

The services will be provided to all such residences located along routes serviced daily by standard two (2) wheel drive postal delivery vehicles which are readily serviceable with Contractor's vehicles and equipment.

Services of the Contractor shall be under the general direction of the City of St. Marys Finance Director or his (her) designee who shall act as the City's representative during the performance of this agreement.

ARTICLE 3 – DEFINITIONS

1. Definitions. The following terms where used in this Agreement shall have the meaning ascribed to them in this Section, unless different meanings are clearly indicated by the context. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory.
 - A. "Agreement" means this Agreement entered into voluntarily between the Contractor and the City Council of St. Marys, Georgia including all terms, conditions, specifications and exhibits, and any mutually accepted changes thereto, as necessary to implement the Agreement granted by the City Council of St. Marys, Georgia
 - B. "Application" means a request for an Agreement, transfer or as an existing Agreement, renewal of an Agreement, or transfer/renewal of an Agreement.
 - C. "Board" means the City Council of St. Marys, Georgia.
 - D. "Bulky item" means household waste generated under normal living conditions. (Excluded items are those associated with construction, remodeling, addition or demolition, as well as items that are designated as hazardous waste by City, County or State agencies.
 - E. "Bundle" means a unit of Solid Waste which by its very nature is generally not conducive to placement in Receptacle and which shall be bound securely together so as to avoid disintegration or spillage when lifted or moved, and which shall not exceed two (2) feet by two (2) feet by four (4) feet in size and not be in excess of fifty (50) pounds in weight.
 - F. "City" means the City of St. Marys, Georgia.

- G. "Clean Debris" means any waste which is virtually inert and which is not a pollution threat to ground water or surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal and use, including uncontaminated concrete, including embedded pipe or steel, brick, glass, ceramics, and other Wastes designated by the City.
- H. "Commercial Establishment" means all commercial establishments, including but not being limited to motels, hotels, apartments and trailer parks, stores, office buildings, restaurants, service stations and garages, laundries and cleaning establishments, Industrial Establishments and all other places not classed as residential producing or accumulating Solid Waste, including adjacent unimproved property.
- I. "Construction and Demolition Debris" means materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.
- J. "Container" means a "roll off" container or an enclosed container with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the City, which is used to store large volumes of Solid Waste for collection. A container must be of the type serviced by mechanical equipment.
- K. "Container Service" means collection of Garbage, Yard Trash, and Recyclable materials stored in Containers.
- L. "County" means Camden County, Georgia
- M. "Customer" means a Person provided or to be provided Solid Waste collection service by the Contractor as identified by the City.
- N. "Designated Disposal Facility" means the State Road 110 Landfill located in Camden County, or any other Solid Waste Facility or Solid Waste Management Facility mutually agreed to between the City and the Contractor in writing.
- O. "Designated Place of Business" means the full service office including full maintenance facility and dispatch, for trucks used in this contract, which office shall be open to the public during normal hours of

business and available by local telephone number for the citizens of St. Marys, Georgia.

- P. "Contractor" means the Person issued this Agreement by the City Council of St. Marys, Georgia.
- Q. "Garbage" means materials resulting from preparation, cooking, and serving of food, market wastes, trimmings and other discarded matter from meat or produce, including packaging materials and containers and other similar type refuse as defined by rules of the City. All garbage must be generated from the Customer.
- R. "Hazardous Substance" means any substance which is defined as a Hazardous Substance in the United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 94 Stat. 2767 as may be amended from time to time, including but not limited to any material or substance designated as hazardous by the United States Environmental Protection Agency or any applicable federal, state, local or municipal authority.
- S. "Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and including any materials specifically designated by the City, including but not limited to any waste designated as hazardous by the United States Environmental Protection Agency or any applicable federal, state, local, or municipal authority.
- T. "Incorporated Area" means the areas of land lying within the incorporated municipality of the City of St. Marys, Georgia.
- U. "Institutional Establishments" means establishments operated by governmental entities, non-profit organizations, tax exempt hospitals, and public, charitable, philanthropic, or religious institutions conducted for the benefit of the public or a recognized section of the public. Establishments not covered by the foregoing definition shall be considered Commercial Establishments.
- V. "Owner" means Person or Persons occupying, exercising control over, or owning property within the City of St. Marys, Georgia, who shall be a customer.
- W. "Performance Bond" means the form of security set forth in this Agreement and furnished by the Contractor as a guarantee that Contractor will perform its work in accordance with this Agreement and will pay all lawful claims relating thereto.

- X. **“Person” means any and all Persons, natural or artificial, including any individual, firm, or association; any municipal or private corporation organized or existing under the laws of this state or any other state; any county of this state; and any governmental agency of this state or the Federal Government.**
- Y. **“Receptacle” means any container having capacity of not more than ninety (90) gallons approved by the City for Residential Waste Collection Service, and may include bags provided by Contractor and/or the City for use in the storage and collection of specific types of Solid waste and Recyclable Material.**
- Z. **“Recovered Materials” means those materials which have known potential for Recycling, can be feasibly recycled, and have been diverted or removed from the Solid Waste stream for sale, use, or reuse, by separation, collection, or processing.**
- AA. **“Recyclable Material” means those materials which are suitable for recycling, which have undergone source separation, and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials shall consist of #1-#2 plastic bottles and jugs, glass bottles and jars, metal and aluminum cans, newspapers and inserts, brown paper bags, printed chipboard and corrugated cardboard.**
- BB. **“Recycling” means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.**
- CC. **“Residential Waste Collection Service” means the curbside collection of Garbage, Yard Trash, and Recyclable Material from Residential Units.**
- DD. **“Residential Unit” means any structure or shelter or any part thereof used or constructed for use as a residence for one (1) family, the adjacent unimproved property, and accessory improvements.**
- EE. **“Residential Waste” means a mixture of Garbage and Yard Trash resulting from the normal housekeeping activities of a Residential Unit.**
- FF. **“Solid Waste” means Garbage, Yard Trash, Clean Debris, White Goods, Construction and Demolition Debris or other discarded material resulting from normal housekeeping activities, but such term shall in no event, anything to the contrary in this Agreement notwithstanding, include Hazardous Substance, Hazardous Materials or Biological Waste.**
- GG. **“Solid Waste Disposal Facility” means any Solid Waste Management Facility which is the final resting place for Solid Waste, including landfills and incineration facilities that produce ash for the process of incinerating municipal Solid Waste.**

- HH. "Special Services" means any Solid Waste collection and disposal services which require a Contractor to render services beyond the minimum requirements of this Agreement.
- II. "Special Wastes" means Solid Waste that requires special handling and management, including, but not limited to, extra large White Goods, mattresses, furniture, tree limbs and roots.
- JJ. "Surety" means any of the issuers of Performance Bonds guaranteeing the full and proper performance of the Contractor established by this Agreement.
- KK. "Volume Reduction Plant" means incinerators, pulverizers, compactors, shredding and baling plants, composting plants, and other plants which accept and process Solid Waste for Recycling or Resource Recovery.
- LL. "White Goods" means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances used for residential purposes.
- MM. "Yard Trash" means vegetative matter resulting from landscaping maintenance, including but not limited to grass clippings, leaves, limbs, twigs, etc., and material resulting from normal landscaping maintenance.

ARTICLE 4 – SCHEDULE OF SERVICE

The collection service authorized hereunder is for Residential Units located within the incorporated areas of St. Marys, Georgia.

The initial number of customers shall be determined by the number of Receptacles distributed to Residential Units by the Contractor. The existence of new customers shall be determined upon issuance of a Certificate of Occupancy for a Residential Unit eligible for service pursuant to this Agreement. The City shall notify the Contractor within five (5) days from the issuance of a Certificate of Occupancy of a Residential Unit located within the area provided collection service by the Contractor, which notice shall include the address of said Residential Unit, and the Contractor shall begin providing collection service within seven (7) days after receipt of said notice.

The terms of this Agreement shall be from May, 1, 2012 and terminating November 30, 2017 (Initial Term) with one automatic renewal for one additional five year term (Renewal Term) upon the same terms and conditions as set forth herein unless either party shall give written notice of non-renewal to the other at least one hundred eighty (180) days prior to the end of the initial term.

ARTICLE 5 – LEVEL OF SERVICE, RATES, CHARGES

1. Collection Services and Operations.

A. Services To Be Performed By Contractor

The City hereby grants the Contractor the exclusive rights during the Initial Term of this Contract and any renewal hereof to collect curbside residential Solid Waste and Recyclable Materials pursuant to this Agreement and the City warrants that it has the authority to grant such an exclusive right. The City further covenants that during the Initial Term of this Agreement or any renewal hereof it will not engage other individuals or permit other individuals to become involved in the activity of collecting or disposing of curbside residential Solid Waste and Recyclable Materials or any other similar activity that would impair the exclusive right of the Contractor. However, the City does not relinquish its right to pick up illegally dumped items within its rights-of-way.

B. Residential Waste Collection Service

(1) Frequency of Waste Collection

- a. Contractor shall pick up from each Customer location one (1) time each week, all Solid Waste generated by the Customer and placed for collection in approved Receptacles curbside.
- b. Contractor shall pick up from each Customer location every week, all Recyclable Material generated by the Customer and placed for collection in approved Receptacles or Bundles curbside.
- c. Contractor shall pick up one (1) time each week from each Customer location, Yard Trash generated by the Customer and placed for collection curbside.
- d. Pick ups shall not be reduced by Holidays, but pick up normally scheduled to be made on a holiday may be rescheduled upon approval by the City after at least five (5) days prior notification to the affected Customers by publication or other means approved by the City. Any publication shall be at the expense of the Contractor.

(2) Quantity.

- a. Contractor shall be required to pick up all Garbage, Yard Trash, and Recyclable Materials generated by the Customer at their location provided that:
 - i. Garbage has been placed by the Customer for collection separately from Yard Trash and Recyclable Material, in approved Receptacles or Bundles.
 - ii. All Recyclable Materials have been placed by the Customer for collection in approved Receptacles or Bundles.

- iii. Yard Trash must be placed at curbside, not to exceed five (5) cubic yards and material is not required to be bagged.
 - iv. White Goods and bulky items will be collected and transported to the designated Disposal Facility within fourteen (14) days of request by the Customer at no additional charge.
 - b. Contractor shall not be required to collect any Solid Waste, Yard Trash, White Goods, Bulky Items and/or Recyclable Materials which do not comply with the requirements set forth in this Article 5 except by Special Service. Furthermore, anything contained in this Agreement to the contrary notwithstanding, Contractor shall under no circumstances be required to collect, transport or dispose of any material which is considered to be Hazardous Waste, Hazardous Substance, or Biological Waste.
- (3) Waste Collection.
 - a. Contractor shall make collections with a minimum of noise and disturbance and shall comply with all ordinances of the City. Any spillage by the Contractor during the collection and disposal process shall be picked up and removed immediately by the Contractor.
- (4) Special Services.
 - a. Services such as back door collection, below ground collection, collection from a Customer being provided Residential Waste Collection Service of other than Residential Waste, or additional pick ups shall be provided for at a separate fee based upon terms agreed to by Contractor and the Customer, unless such fee is otherwise established under the authority of the Agreement. Requests for pick ups of Special Waste shall be considered as requests for Special Services. Charges for Special Services shall not be unreasonable or excessive and performance of Special Services shall be at the discretion of the Contractor.
 - b. There shall be no separate fee charged to the City by the Contractor for the collection of illegally dumped piles directed by the City for the Contractor to remove. These illegally dumped piles shall be removed by the Contractor within two business days of notification to the Contractor by the City.
- (5) Solid Waste Receptacles.
 - a. Garbage.

- i. Garbage shall be placed for collection in Receptacles to be furnished by the Contractor having wheels and a capacity of ninety (90) gallons.
 - b. **Recyclable Materials.**
 - i. With the exception of bundled newspapers and corrugated paper, all household Recyclable Material shall be placed for collection in Receptacles having a capacity of eighteen (18) gallons furnished by the Contractor ("the Recycling Bins").
 - ii. Newspaper and corrugated materials shall be placed for collection in bundles at curbside under or adjacent to the Recycling Bins.
 - iii. Limbs and leaves must not be bagged. Tree limbs and roots in excess of 4 inches in diameter and/or over 5 feet long must be disposed of by the property owner. Yard Trash picked up by the Contractor shall be transported to a Designated Disposal Facility (Camden County Landfill) or such other Disposal Facility as shall be mutually agreed between the City and Contractor at which location said materials will be recycled.
 - c. **Hazardous Waste.**
 - i. Contractor shall not be responsible for the collection of Hazardous Waste other than normal small quantities as may be conservatively generated as part of Residential Waste.
 - d. **Location of Residential Waste for Collection.**
 - i. All Residential Service Customers shall place all Residential Waste for collection curbside at the location hereinafter provided for the collection of Receptacles for Residential Waste Collection Service, unless Contractor has agreed to provide a Special Service collection at another location.

2. Receptacles and Bundles.

- A. All Customers shall use the approved Receptacles furnished by the Contractor. Additional Receptacles, which shall meet the specifications and definitions in this agreement, may be used by the customer in addition to those provided by Contractor.
- B. Receptacles shall be kept covered at all times and maintained in good condition. Any Receptacles that does not conform with the provisions of this regulation or that may have ragged or sharp edges, or any other defect liable to hamper or injure the person working in, on or around

said Receptacle must be promptly repaired or replaced with an approved Receptacle upon receipt of notice to that effect from the Customer or the City. By receipt of the Receptacles, the Customer assumes responsibility for the proper care and maintenance of the Receptacles. In the event replacement Receptacles and/or Recycling Bins become necessary and, in the reasonable opinion of the Contractor, such replacement is necessitated by misuse or neglect, the replacement cost for such Receptacle and/or Recycling Bins shall be borne by the Customer and in no event by the Contractor, it being understood between the parties that the Contractor shall be responsible for repair or replacement of Receptacles only in the event they become unfit for their purpose by virtue of normal wear and tear.

C. Location of Receptacles and Bundles.

- (1) Receptacles and bundles for Residential Waste Collection service shall be placed at ground level, on the property of the customer and shall not be placed upon City or public property or neighboring property not in the ownership or tenancy of the person by whom the Solid Waste is generated, whether such neighboring property be vacant or improved; provided, however, that in order to be eligible for pick-up by the Contractor, the Customer shall place receptacles and bundles ready for collection at a maximum distance of ten (10) feet from the traveled and graded or paved portion of the right-of-way and adjacent to, or upon the corners of the Customer's driveway for servicing by the Contractor. Such placement of receptacles and bundles shall be easily accessible to the City for inspection and to employees of the Contractor for collection.
- (2) At no time shall any receptacles, bundles, yard waste or solid waste be placed on or within the traveled and graded or paved portion of any right-of-way, or on or within any gutters, ditches or sidewalks. This shall not prohibit placement in the owners driveway; adjacent to the traveled way.
- (3) Receptacles and Bundles for residential Waste Collection service shall be placed for collection prior to 7:00 a.m. on the day of collection, but in no case shall Receptacles or Bundles be placed on Public right-of-way more than twelve (12) hours preceding the day of collection. The normal hours of collection are after the hour of 7:00 a.m. on days designated by the Contractor.
- (4) Customers wishing not to place receptacle or Bundles at the designated location shall contract with the Contractor for collection and disposal of solid Waste as a Special service, unless otherwise provided herein.
- (5) Any receptacles offered for collection which have not been approved by the City shall be clearly marked by the Contractor,

specifying the manner in which the receptacle fails to meet the approved standards.

3. Customer Restrictions.
 - A. Contractor shall not be required to collect any solid waste which does not conform to the standards set forth herein.
 - B. Contractor, upon approval by the City, shall have the right to terminate services to any customer violating any portion of this provision of this agreement. Written notice of any such termination shall be provided to the customer enumerating the repeated violation(s), with a copy furnished to the City.

ARTICLE 6 – CONTRACTOR OBLIGATIONS

1. Contractor Performance. In the event the Contractor shall violate any of the terms, conditions, or provisions of this Agreement, or any of the regulations promulgated by the City pursuant thereto, the City shall notify the Contractor, in writing, to desist from further violations. If the violation continues for a period of fifteen (15) days thereafter and unless during each time Contractor has made diligent efforts to remedy same, the Contractor may be deemed to have forfeited the Agreement, provided, the Contractor may, within a fifteen (15) day period, petition the City for a hearing whether grounds for the Agreement is revoked and the Agreement terminated (“Forfeiture”). Forfeiture shall take effect upon the certified mailing from the City of notice thereof to the Contractor.
2. General Conditions.
 - A. To provide a better service and improve customer goodwill, the Contractor’s personnel shall be instructed to and shall refrain from engaging in any arguments with customers and from exhibiting or expressing surliness, ill-manners or disrespect toward customers, and shall present a neat appearance at all times.
 - B. When any action shall be taken by the Contractor under the authority granted by these rules, and such action shall be objected to by any Customer, either the Contractor or the Customer may submit the controversy to the City for mediation, conciliation, or adjudication.
 - C. The City shall require the Contractor to furnish to the City on an annual basis, a performance bond at least in the amount of four hundred thousand dollars (\$400,000.00) to insure continuity of collections and disposal service. The bond shall be conditioned upon performance of the obligations within the Agreement, and it shall be considered a violation of the Agreement and the bond conditions if the Contractor shall:
 - (1) Fail to cure violation(s) under Article 5 hereof after having been given fifteen (15) days notice of failure to comply.
 - (2) Take the benefit of any present or future insolvency statutes, or make a general assignment for the benefit of creditors, or file a

voluntary petition in bankruptcy or a petition or answer seeking an arrangement, reorganization, or readjustment of its indebtedness under the Federal bankruptcy laws or under any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

- (3) By an order or judgment by a court of competent jurisdiction be adjudged bankrupt; provided however, that if such judgment or order is vacated within sixty (60) days after the entry thereof, any notice or forfeiture of Contractor under subsection 1 hereof resulting therefrom shall be null, void, and of no effect.

ARTICLE 7 – PAYMENT TO CONTRACTOR.

1. The Contractor shall bill the City by the 10th day of the following month for service rendered during the preceding month. The billing shall be based upon the count of Residential Units of record being serviced pursuant to this Agreement as of the first (1st) day of the month for which billing is issued. This billing is to be exclusive of Special Services. Payment from the City to Contractor shall be due upon receipt by the City of Contractor's bill and will be made no later than the 10th day of the following month from receipt of said billing.
2. The Contractor shall bill the respective Customer for Special Services by the 10th day of the month following the month during which said Special Services were rendered. Payment from the Customer to Contractor therefore shall be due upon receipt by the Customer of Contractor's bill.
3. In the event it shall become desirable or necessary to terminate the Service required of the Contractor by reason of nonpayment of charges by any customer, such service shall not be discontinued until a written notice has been delivered or mailed by the City to the Residential Unit where such services are to be discontinued, and a copy of such notice mailed to the Contractor at least ten (10) days prior to the discontinuance. Notice on the regular invoice (bill) does not comply with the intent of this subsection.
4. Customer Service.
 - A. The Contractor shall provide and make known to the City a local phone service and/or location where the public may request Solid Waste Collection Service.
 - B. The Contractor shall provide each Customer a condensed version, approved by the City, of this Agreement. Said version shall outline obligations of the Customer, Contractor and the City.
 - C. The Contractor agrees to provide back door service at no additional charge for those people who are physically handicapped and have no other means to get cans to roadside.
 - D. Contractor shall require its employees to serve the public in a courteous, helpful, and impartial manner. All Contractor personnel in both the field and the office shall refrain from belligerent behavior and profanity. Correction of any such behavior and language shall be the

responsibility of the Contractor. Personnel shall perform collection service with as little noise and little disturbance to the customer as possible. No employee shall disturb or otherwise handle or move Customer or City property that is unnecessary to the proper execution of his or her duties. Care shall be taken to prevent damage to property, including waste containers, shrubs, flowers and other plants. Collection shall be done in a sanitary manner and any spillage by the Contractor shall be immediately picked up and disposed in the collection vehicle. Personnel shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish collection. In any case where the Owner or tenants have such animals at large, Contractor shall immediately notify the County's Animal Control Officer in writing of such condition and of Contractor's inability to perform collection service because of such condition.

5. Rates.

A. Initial Rates. The initial monthly rates for collection service are hereby established for each Residential Unit as follows and shall not be increased for any reason other than as stated and agreed herein:

Solid Waste	\$	6.85	_____
Yard Trash	\$	2.00	_____
Recycling	\$	2.30	_____
White Goods/Bulk Items	\$	0.00	_____
Total	\$	11.15	_____

B. Rate Changes. Unless rates charged hereunder are adjusted pursuant to Article 7(5)(C), Rate Adjustment, initial rates established in the Agreement shall remain in effect for the duration of the Agreement unless the City approves a rate change based upon either a change in the compensation system of the Contractor, or a Contractor's request for a rate increase. No such rate change shall be made until a public hearing has been held on the application of an interested party or of the City on its own motion requesting for a change in the rate schedule. A Notice thereof must be given by publication one time at least fifteen (15) days prior to the date of the public hearing in the County legal organ, and, if the application is not made by the Contractor, by mailing a copy of the said notice by certified mail, return receipt requested, to the said Contractor at least ten (10) days prior to said notice of hearing. Any change shall be incorporated into a resolution adopted by the City at the hearing or a continuation thereof. Notwithstanding the foregoing, however, no upward rate adjustment shall take effect for a period not to exceed one (1) year from the date of execution of the original Agreement. An audit of the Contractor's books may be conducted by a City appointed Certified Public Accountant (CPA) before a rate change is approved or disapproved. The Contractor shall pay the cost of all audits, legal fees, etc., incurred by the City in

reviewing a proposed rate change, if the request is initiated by the Contractor.

- C. Rate Adjustment. Separate and apart from the conditions required for eligibility of rate changes set forth above and notwithstanding any terms and conditions to the contrary relating thereto, the Contractor shall be entitled to rate adjustments based on changes in the Consumer Price Index as follows: (1) On the first anniversary of the term of this Agreement and on each anniversary thereafter, including any renewal periods, the rates to be paid to Contractor hereunder shall be subject to annual price adjustments which shall be made by applying to the then current rate, the ratio of change between the former and the current index of the Consumer Price Index for ALL URBAN WAGE EARNERS on a national basis To; Urban Wage Earners and Clerical Workers (CPI-W) – all items – (US City Average) published by the U.S. Department of Labor, Bureau of Labor Statistics for the month ending sixty (60) days prior to each anniversary date of the Term and any Renewal(s) thereof. (2) Provided, however, that if the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, above referred to, the parties agree to request the Bureau to make available, for the life of the contract, a monthly Consumer Price Index, "All Items" number, in its present form and calculated on the same basis as the Index for March, 1994. If the Bureau will not make a monthly Consumer Price Index available, and if a reasonably comparable successor Index is available, then the Rates set forth herein shall be computed according to such successor Index, appropriately adjusted. In order to be eligible for such adjustment, the Contractor shall submit records and information as would support the requested adjustment in order to justify said adjustment with the City. Furthermore, the Contractor may petition the City for rate adjustments on the basis of unusual changes in its costs of doing business, such as revised laws, ordinances or regulations; changes in the location of Solid Waste Disposal Facilities or significantly increased fuel prices (in the case of fuel, upon proof that all existing fuel reserves at the lower rates have been depleted). Any fuel allowance granted the Contractor shall be taken into account, when adjusting costs by the Consumer Price Index. Beginning July 1, 2013, the CPI Rate Increase shall be computed at 70% of that referenced above. If fuel rates are reduced substantially, the City may petition the Contractor for lower rates to be charged.

6. Disposal Fees and Regulations.

- A. Disposal at Designated Disposal Facilities. The Contractor must dispose of all Solid Waste collected by it under the terms of the Agreement at only the Designated Disposal Facilities and the City shall pay any and all disposal fees incurred by or on behalf of the Contractor arising out of Contractor's performance under this Agreement. An arrangement shall be implemented with no binding

effect on Contractor whereby said disposal fees shall be billed directly from the Designated Disposal Facility to the City and whereby the City shall pay such fees directly to said Designated Disposal Facility. Furthermore, in the event Contractor experiences a net cost for disposal of Recyclable Materials, the City shall not be responsible to reimburse Contractor for that cost. At no time shall recyclable materials be disposed of in a landfill.

- B. Solid Waste Non-Returnable. No Solid Waste, once collected, may be returned to the Customer without the written approval of the City, or transported to any location other than a Designated Disposal Facility.
- C. Penalty. The penalty for disposal at any location other than a Designated Disposal Facility shall be two (2) times the applicable disposal fee, payable to the City.

7. Annual Audit Report.

- A. The Contractor shall maintain all of its books and records relating to the Agreement in accordance with generally accepted accounting principles.
- B. The City shall conduct an accounting waste stream analysis quarterly for the purpose of reconciling accounts versus tonnage disposed of and to determine whether or not the need exists for the submittal of an audit by the Contractor. If an audit is needed, as determined by the City in the exercise of its reasonable judgment, it shall so notify the Contractor in writing, and shall allow the Contractor a specific period of time to produce and submit the audit, not less than 90 days from the date of the notice. Such audit shall be prepared by an independent certified public accountant, and shall include: a Statement of Gross Receipts of the Contractor for services rendered under the Agreement, a Statement of Other Expenses incurred in sufficient detail to indicate where and how such expenses were incurred, and in Income Statement. These Statements shall be prepared in accordance with generally accepted accounting principles, and shall be fully audited in accordance with generally accepted auditing standards, and shall cover the 12 month period of time ending immediately preceding July 31, unless the City requires the inclusion of any earlier or later period.
- C. If the Contractor fails to submit its certified audit within the time prescribed in Paragraph B hereto or to obtain an extension for good cause shown fifteen (15) days prior to the report due date, it shall pay a late charge of ten percent (10%) of the average monthly disposal fee incurred by the City for the preceding twelve (12) month period.
- D. When a certified audit report has not been filed within the prescribed time, the City shall notify the Contractor in writing of the delinquency. If the certified audit report is not filed within thirty (30) days after the Notice of Delinquency has been mailed, the City may conduct an independent audit of the books and records of the Contractor.

Thereupon, the Contractor shall be liable not only for the late charge but all costs of the audit and reasonable attorney's fees for collection.

8. Unlawful Operation.

It shall be unlawful for any Person to collect, remove, or dispose of Residential Solid Waste for others in the incorporated area of the City. Notwithstanding the foregoing, this Agreement and any exclusivity granted to Contractor shall not be deemed to prohibit transportation and disposal by any Person of the Solid Waste generated exclusively by such Person in the pursuit of its lawful conduct and affairs.

ARTICLE 8 – INSURANCE

1. The Contractor shall provide and keep in force a comprehensive General Liability and Property Damage Insurance Policy. Such general liability coverage shall not be less than Two Million Dollars (\$2,000,000.00) general aggregate. Said insurance shall not have limits less than One Million Dollars (\$1,000,000.00) for personal and adverse injury, and not less than One Million Dollars (\$1,000,000.00) for each occurrence. Property damage coverage shall not have a combined single limit of less than One Million Dollars (\$1,000,000.00) insuring by name both the City and the Contractor, as their interests may appear, against public liability and property damage claims. Further, the Contractor shall maintain in full force and effect at all times an excess liability umbrella having Five Million Dollars (\$5,000,000.00) minimum aggregate. The Contractor shall maintain in full force and effect at all times at least the minimum motor vehicle insurance required under the law of the state of Georgia for registration hereof, and shall provide proof of such registration to the City for each motor vehicle used by the Contractor in the performance of its Contractor obligations. The Contractor shall furnish the City with an appropriate certificate or certificates from the insurance carrier showing each insurance to be in force at all times along with an agreement from the insurance carrier to notify the City thirty (30) days prior to any modification, revocation, cancellation or non-renewal thereof.
 - A. The Contractor shall maintain, during the life of this agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law for all of its employees per Georgia Statutes.
 - B. All insurance other than Professional Liability and Workers' Compensation to be maintained by the Contractor shall specifically include the City as an "Additional Insured".

Original copies of all required insurance herein shall be provided to the City upon execution of this Agreement and renewal thereof.

2. All vehicles used in the fulfillment of the Agreement shall be licensed in Camden County, Georgia for the Duration of the Agreement. In the event of removal, replacement, and or addition, the City will be notified in writing not less than 48 hours prior to the removal or 24 hours following receipt of the equipment in the City. All vehicles used for Solid Waste collection shall be prominently marked with the name of the Contractor and the vehicle number on the driver and

passenger sides. Vehicle number shall also be marked on the front and rear of the vehicle.

3. The Contractor shall submit a report by the fifteenth (15) of each month to the City listing all complaints and action taken. The Contractor shall be available to review this report with the City if so requested.
4. The Contractor shall make a full and prompt investigation of all customer complaints and other service requests. For the purposes of this Section, "Complaint" shall be construed to mean substantial objections made to the Contractor by a Customer as to its charges, facilities, or service. A written record of each complaint received shall be kept by the Contractor. This record shall show the name and address of the complainant, and the result of any investigation, along with the disposition of the complaint and the date of such disposition. Excessive numbers of well-founded complaints may be cause for forfeiture of the Agreement.
5. The Contractor shall maintain throughout the term of this Agreement a designated place of business within Camden County, or within 25 miles, (refer to Article 3.1 (O) for details) as well as a local telephone number to be used by the citizens of the City regarding questions about service, unless the City, in its sole discretion, specifically approves otherwise, with any conditions it may deem appropriate, and with concurrence of the Contractor.
6. The Contractor shall at all times conduct each and every aspect of his/her business in strict accord with the laws, ordinances, rules and regulations of the City of St. Marys, the State of Georgia and of the United States of America.

ARTICLE 9 – INDEMNIFICATION

The Contractor shall indemnify and save harmless and defend the City, its officers, its agents, servants and employees from and against any and all claims, liability, losses, and or cause of action which may arise from any negligent act or omission of the Contractor, its officers, its agents, servants, or employee in the performance of services under this Agreement.

The Contractor further agrees to indemnify and save harmless and defend the City, its officers, its agents, servants and employees from and against any claim, demand or cause of action of the Contractor not included in the paragraph above and for which the City, its officers, its agents, servants or employees alleged to be Liable, provided that such demand or cause of action did not arise as a result of the negligence or willful misconduct of the City, its officers, its agents, servants or employees.

1. Agreement Transfer

- A. Any person to whom the Agreement is transferred, whether for a valid consideration or not, shall be responsible for all fees owed the City.
- B. Any person desiring to transfer the Agreement or the rights obtained under the Agreement in whole or in part, or a Contractor desiring to transfer a controlling interest in such Agreement shall petition the City for authority to transfer the Agreement or controlling interest in the Agreement. The City may disapprove any transfer if it has reasonable

grounds to believe that the transfer will result in a degradation of performance or service provided by the Contractor, such grounds to include issues relating to moral, commercial, or operational character of the Contractor or its principals, or defer the transfer until all fees owed the City are paid. As used in this paragraph, the term "controlling interest" means forty (40) percent or more of the ownership or of the voting rights of the Contractor.

- C. The City Council shall have final approval of any transfer.
- D. Prior to any transfer, the Contractor must submit to the City an application with the applicable application fee.

ARTICLE 10 – TRUTH-IN NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. All wage rates and costs shall be furnished to the City upon execution of this Agreement. Said information shall be submitted by the Contractor, upon request by the City, at the time of any renewals or extensions of this Agreement.

ARTICLE 11 – TERMINATION

This Agreement may be terminated by the Contractor upon one hundred eighty (180) days prior written notice to the City in the event of substantial failure by the Contractor to perform in accordance with the terms of this Agreement through no fault of the Contractor. It may also be terminated by the City, in the exercise of the City's rights therefore as provided in this Agreement, within one hundred eighty (180) days upon written notice to the Contractor. After receipt of Termination Notice and except as otherwise directed by the City, the Contractor shall:

1. Stop work on the date to the extent specified.
2. Continue and complete all parts to the work that have not been terminated.

ARTICLE 12 – SUBCONTRACTING

No portion of the work or services called for in this Agreement shall be subcontracted without City approval in writing from the City.

ARTICLE 13 – FEDERAL AND STATE TAX

The Contractor shall not be exempted from paying sales tax to their suppliers for materials used to fulfill Contractor's obligations with the City, nor is the Contractor authorized to use the City's Tax Exemption Number in securing such materials. The Contractor shall be responsible to payment of his/her own FICA and Social Security benefits with respect to this Agreement.

ARTICLE 14 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the Contractor's reasonable control and without its fault or negligence. Such cause may include, but not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; severe weather conditions. If failure to perform is caused by the failure of the Contractor to perform or make progress, and if such failure arises out of causes beyond the reasonable control of the Contractor then the Contractor shall not be in default.

ARTICLE 15 – ARREARS

The Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any agreement, contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this agreement.

ARTICLE 16 – INDEPENDENT RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any part of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent Contractor and not as employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 17 – CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or revealing from the award of making of this Agreement.

ARTICLE 18 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The City shall have access to such books, records, and documents, as required in this section for the purpose of inspection or audit during normal business hours, upon five (5) days written notice.

ARTICLE 19 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the City of St. Marys (hereinafter referred to as City), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 20 – ENTIRETY OF AGREEMENT

The City and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditioning contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees, court costs and all expenses (including taxes) even if not taxable as court costs including, without limitation, all such reasonable fees, costs, and expenses incident to appeal, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct business, and that it will at all times conduct its business in a reputable manner.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any person or circumstances shall, to any extent, be held invalid or unenforceable, then the remainder of the Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – AMMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE 25 – NOTICE

All motions required by this Agreement shall be certified mail, return receipt requested, receipt to be returned as follows:

To the City addressed to:

Steve Crowell, City Manager
City of St. Marys, Georgia
418 Osborne Street
St. Marys, Georgia 31558

And if sent to the Contractor shall be to:

Dave Shepler, District Manager
Advanced Disposal Services Inc.
9798 Normandy Blvd.
Jacksonville, FL 32221

ARTICLE 26 – HEADINGS, CONSTRUCTION AND INTERPRETATION

Any headings proceeding the text of the Articles and Sections of this Agreement and any Table of Contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or affect. All words contained in this agreement importing the singular number shall include the plural is such case and vice versa, and the terms "Agreement" "herein" "hereunder" "hereby" "hereto" "hereof" and any similar terms, shall refer to this Agreement in its entirety.

ARTICLE 27 – GOVERNING LAW

This Agreement shall be construed under the laws of the State of Georgia, and the parties further agree that any litigation concerning this Agreement shall be filed and heard exclusively in the Superior Court of Camden County, Georgia.

IN WITNESS WHEREOF, the Council of the City of St. Marys, Georgia has made and executed this Agreement on this 3 day of May, 2012 on behalf of the City and Contractor has hereunto set his/her hand this day and year above written. This Agreement shall be executed in five (5) copies. Each copy shall be an original.

Approved as to form before execution:

CITY OF ST. MARYS
COUNCIL

By: Day Moore
Attorney for the Owner

By: William DeLoughy (SEAL)
William DeLoughy - Mayor

Signed, sealed and delivered
in the presence of:

Jillian E. Sperton
Witness

Attest: Darlene M. Roellig (SEAL)
Darlene Roellig - City Clerk

Margaret H. Berger
Notary Public


CONTRACTOR:

Advanced Disposal
Senses Station, LLC

By: Walter Hahn (SEAL)
Name (Type Or Print)
Proc & CO
Title
[Signature]
Signature

Attest: [Signature] (SEAL)
Secretary (if corporation)
Christi Mills
Name (Type Or Print)

Signed, sealed and delivered
in the presence of:

Auren Westmore
Witness

Linda F. Atkinson

Notary Public





IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	Advanced Disposal Services Stateline, LLC
State Entity's Name:	
State Solicitation/ Contract No.:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the State Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the State Entity at the time the subcontractor(s) is retained to perform such service.

195880

EE / e-Verify™ Company Identification Number
[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

3/2/12
Date

V.P. Corp H.R.
Title of Authorized Officer or Agent of Contractor
Glenn A. Crest
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

3 DAY OF March, 2012
Linda F. Atkinson
Notary Public

My Commission Expires: 1-30-2014



*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

N/A



Georgia

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
Subcontractor's (Your) Name:	
State Entity's Name:	
State Solicitation/ Contract No.:	

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the State Entity identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

Secure and Verifiable Documents Under O.C.G.A. § 50-36-2
Issued August 1, 2011 by the Office of the Attorney General, Georgia

The Illegal Immigration Reform and Enforcement Act of 2011 ("IIRREA") provides that "[n]ot later than August 1, 2011, the Attorney General shall provide and make public on the Department of Law's website a list of acceptable secure and verifiable documents. The list shall be reviewed and updated annually by the Attorney General." O.C.G.A. § 50-36-2(f). The Attorney General may modify this list on a more frequent basis, if necessary.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at:
<http://www.bia.gov/WhoWeAre/BLA/OIS/TribalGovernmentServices/TribalDirectory/index.htm> [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]

List of states that verify immigration status prior to issuance of a driver's license or ID card and only issue to persons lawfully present in the United States, as required by O.C.G.A Section 13-10-91(b)(5).

Compliant

Alabama
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
South Carolina
South Dakota
Tennessee
Texas
Vermont
Virginia
West Virginia
Wisconsin
Wyoming

Non-Compliant

Alaska
Idaho
Illinois
New Jersey
New Mexico
New York
Rhode Island
Utah
Washington

Compliance Verification Pending

Maryland
Massachusetts



**City of St. Marys
Affidavit Verifying Status
For City Public Benefit Application**

By executing this affidavit under oath, as an application for a City of St. Marys, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for:

- Business License
- Georgia Occupational Tax Certificate
- Alcohol License
- Taxi Permit or
- Other public benefit

Please check one

Name: Glenn A. Guest
Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity

1. I am a United States citizen
OR
2. I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of the Code Section 16-10-20 of the Official Code of Georgia.

Glenn A. Guest 3/2/12
Signature of Applicant Date

Glenn A. Guest
Printed Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2 DAY OF March, 2012
Notary Public Linda F. Atkinson

Alien Registration number for non-citizens

My Commission Expires: 1-30-2014



*Note: O.C.G.A. § 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

RLI Insurance Company
Renewable Performance & Payment Bond
BOND # CMS263240

KNOW ALL MEN BY THESE PRESENTS: That ADVANCED DISPOSAL SERVICES STATELINE, LLC (hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), are held and firmly bound unto CITY OF ST. MARYS (hereinafter called the Oblige), in the full and just sum of FOUR HUNDRED THOUSAND AND 00/100***** Dollars (\$400,000.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Oblige have entered into a written Agreement dated the 30TH day of APRIL, 20 12 for RESIDENTIAL CURBSIDE SOLID WASTE SERVICES which Agreement is hereby referred to and made a part hereof.

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said Agreement for a period of one year, including the payment of labor and material furnished for use in the performance of said Agreement for a period of one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Principal shall well and truly perform, during the term of this bond, each and every obligation in said Agreement at the time and in the manner specified, and shall reimburse said Oblige for any loss which said Oblige may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning April 30, 2012 and ending April 30, 2013. The bond may be renewed for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Oblige recoverable under this bond.
2. In the event of default by the Principal, Oblige shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Agreement and to perform or sublet same; c) or to tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Agreement price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Janice Fennell, Richard C. Rose, Jeremy C. Rose, jointly or severally.

in the City of Knoxville, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 9th day of February, 2012.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 9th day of February, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 30th day of APRIL, 2012.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



413278020212



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Virginia, Inc. 150 West Main Street, Suite 1840 Norfolk VA 23510	CONTACT NAME:	
	PHONE (A/C No., Ext.): 757-622-4573	FAX (A/C No.): 757-622-4108
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Advanced Disposal Services, Inc. 7915 Baymeadows Way, # 300 Jacksonville FL 32256	INSURER A: FEDERAL INSURANCE CO	20281
	INSURER B: ACE American Insurance Co	22667
	INSURER C: Arch Insurance Co	11150
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 383302628** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PI Ded 50,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		31GPP4860902	5/15/2011	5/15/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		31CAB4960702	5/15/2011	5/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS		79465462	5/15/2011	5/15/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/M (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	31WCH980802	5/15/2011	5/15/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Pollution Liability		PPLG24646063004	5/15/2011	5/15/2012	\$25,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Advanced Disposal Services, Inc.
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Atlanta, LLC
See Attached...

CITY OF ST. MARYS 418 OSBORNE STREET ST. MARYS GA 31556	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John H. Wilson</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Virginia, Inc.		NAMED INSURED Advanced Disposal Services, Inc. 7915 Baymeadows Way, # 300 Jacksonville FL 32256	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- Advanced Disposal Services Augusta, LLC
- Advanced Disposal Services Baton Rouge, LLC
- Advanced Disposal Services Birmingham, Inc.
- Advanced Disposal Services Central Florida, LLC
- Advanced Disposal Services Cobb County Recycling Facility, LLC
- Advanced Disposal Services Georgia Holdings, LLC
- Advanced Disposal Services Gulf Coast, LLC
- Advanced Disposal Services Gwinnett Transfer Station, LLC
- Advanced Disposal Services Hancock County, LLC
- Advanced Disposal Services Jackson, LLC
- Advanced Disposal Services Jacksonville, LLC
- Advanced Disposal Services Jones Road, LLC
- Advanced Disposal Services Macon, LLC
- Advanced Disposal Services Middle Georgia, LLC dba Attaway Waste Services
- Advanced Disposal Services Mississippi, LLC
- Advanced Disposal Services North Florida, LLC
- Advanced Disposal Services North Georgia, LLC
- Advanced Disposal Services North Georgia, Holdings, LLC
- Advanced Disposal Services Pasco County, LLC
- Advanced Disposal Services Rogers Lake, LLC
- Advanced Disposal Services Smyrna Transfer Station, LLC
- Advanced Disposal Services Stateline, LLC dba Stateline Disposal Services
- Advanced Disposal Services South Florida, LLC
- Advanced Disposal Services Tennessee Holdings, LLC
- Advanced Disposal Recycling Services, LLC
- Advanced Disposal Recycling Services Gulf Coast, LLC dba Sumrall Recycling Services
- Arrow Disposal Service, LLC
- Cartersville Transfer Station, LLC dba Riverside Transfer Station
- Caruthers Mill C&D Landfill, LLC
- Coastal Recyclers Landfill, LLC
- Coastal Recyclers Transfer Station, LLC
- Container & Compactors Services, LLC
- Covington Transfer Station, LLC
- Doraville Transfer Station, LLC
- Eagle Point Landfill, LLC
- Firetower Landfill, LLC
- Hall County Transfer Station, LLC
- Hidden Acres Land Company, LLC
- Nassau County Landfill, LLC
- Old Kings Road Solid Waste, LLC
- Old Kings Road, LLC
- Pasco Lakes, Inc.
- Stone's Throw Landfill, LLC
- Tallahsee Waste Disposal Center, Inc.
- Turkey Trot Landfill, LLC
- Wolf Creek Landfill, LLC
- Welcome All Transfer Station, LLC
- Advanced Disposal Services Cobb County Transfer Station, LLC
- Advanced Disposal Services EDLF, LLC
- Atlanta Transfer Station, LLC
- Federal Road, LLC
- Garbex, LLC
- Jones Road Landfill and Recycling, Ltd.
- KSG, LLC
- Maren Land, LLC
- Advanced Disposal Services Middle Tennessee, LLC
- Advanced Disposal Services Mid-South, LLC
- Advanced Disposal Services Carolinas, LLC
- Advanced Disposal Services Carolinas Holdings, LLC
- Advanced Disposal Services Tennessee Holdings, Inc.
- Advanced Disposal Services ASW, LLC



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Virginia, Inc.		NAMED INSURED Advanced Disposal Services, Inc. 7915 Baymeadows Way, # 300 Jacksonville FL 32256	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- All Star Waste Systems, LLC
- Advanced Disposal Services Southside Materials Recovery Station, LLC
- Site Services, LLC
- Southland Sanitation, LLC
- SSI Southland Holdings, Inc.
- Advanced Disposal Services Chickasaw Transfer Station, LLC
- ADS North Mobile Transfer Station, LLC
- ADS Mobile Transfer Station, LLC
- Advanced Disposal Services Hattiesburg, LLC
- Advanced Disposal Services Lithonia Transfer Station, LLC
- Advanced Disposal Services Moss Point, LLC
- Advanced Disposal Services North Alabama Landfill, LLC
- Containers By Reaves, LLC
- Pine Hollow Landfill, LLC
- Advanced Disposal Services Columbia, LLC
- Advanced Disposal Services South Carolina, LLC
- Advanced Disposal Services National Accounts, LLC
- Middleton, LLC
- Advanced Disposal Services North Alabama Landfill, LLC
- Advanced Disposal Services Selma Transfer Station, LLC
- Advanced Disposal Services Biloxi Transfer Station, LLC
- Advanced Disposal Services Milledgeville Transfer Station, LLC
- Advanced Disposal Services Biloxi MRF, LLC
- Advanced Disposal Services Prattville C&D Landfill, LLC
- Advanced Disposal Recycling Services Atlanta, LLC
- Advanced Disposal Services National Accounts Holdings, Inc.

CITY COUNCIL MEETING

June 13, 2016

TITLE: STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

PURPOSE: The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

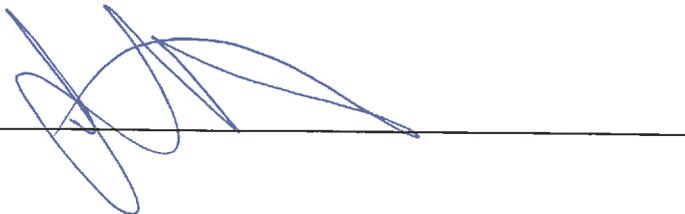
RECOMMENDATION: Approval.

HISTORY/ANALYSIS: Renewal of Statewide Mutual Aid Assistance Agreement that remains in effect for a period of four years, March 1, 2020. The Agreement is entered into by the Georgia Emergency Management Agency/Homeland Security (GEMA/HS) and the City of St. Marys.

The following attachments are included:

1. Georgia Mutual Aid Agreement dated February 25, 2002
2. Statewide Mutual Aid and Assistance Agreement draft 06/06/2016.

City Manager:



STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of St. Marys

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

John F. Morrissey
Chief Executive Officer – Print Name

County/Municipality: City of St. Marys

Date: 06/06/2016

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for City of St. Marys (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

John J. Holman
Print Name

City Manager
Job Title/Position

Signature of Above Individual

Robert T. Horton
Print Name

Fire Chief
Job Title/Position

Signature of Above Individual

Bobby Marr
Print Name

Public Works Director
Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: 06/06/2016

John F. Morrissey

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for

City of St. Marys (county/municipality) for the purpose of reimbursement sought for mutual aid:

Jennifer Brown
Print Name

Finance Director
Job Title/Position

Signature of Above Individual

Marsha Klecan
Print Name

Assistant Finance Director
Job Title/Position

Signature of Above Individual

John J. Holman
Print Name

City Manager
Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: 06/06/2016

John F. Morrissey
Chief Executive Officer – Print Name

GEORGIA EMERGENCY MANAGEMENT AGENCY STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disaster/emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed:

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency (GEMA). For purposes of this agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, sometimes called the "Statewide Mutual Aid Agreement."
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
- (3) "Assisting Party" means a Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.
- (4) "Authorized Representative" means a Participating Party's employee who has been authorized in writing by that party to request, to offer, or otherwise to provide assistance or an employee of the Georgia Emergency Management Agency designated by its Director under the terms of this agreement.
- (5) "Participating Parties" means the several counties and municipalities of this State or combinations thereof that have become parties to this agreement by their approval and execution of this agreement.
- (6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

Any term or expression not defined in this agreement shall have the meaning specified in the Georgia Emergency Management Act and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE II GENERAL PURPOSE

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resource shortages, community disorders, insurgency, or enemy attack.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people in the event of any local emergency or disaster declared by the Governor shall be the underlying principle on which all articles of this agreement shall be understood.

In the event a conflict between any provision of this agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the agreement, the Director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
- (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the Director of Emergency Management for such Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the Georgia Emergency Management Agency. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.
 - (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
 - (3) The specific place and time for staging of the assisting party's response and a point of contact at that location.
- The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof, provided that it is understood that the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for such political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision

thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

- (a) This agreement shall become operative immediately upon its approval and execution by the Georgia Emergency Management Agency and any two political subdivisions of this State; thereafter, this agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.
- (b) Any Participating Party may withdraw from this agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed

hereunder prior to the effective date of withdrawal.

(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the Georgia Emergency Management Agency.

ARTICLE X
GEORGIA EMERGENCY MANAGEMENT AGENCY

GEMA shall act as the coordinating entity under this agreement. Nothing herein shall limit any authority of the Governor or the Director of the Georgia Emergency Management Agency under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This agreement shall expire on January 7, 2012. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent ten-year term shall extend the term of this agreement for ten years. Each ten-year extension shall constitute a separate agreement.

ARTICLE XII
VALIDITY

This agreement shall be construed to effectuate the purposes stated in Articles II and III hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

City of St. Marys
County/Municipality

Deborah New
Authorized Representative

February 25, 2002
Date

Director of Georgia Emergency Authorized Representative
Management Agency

Date



GEORGIA EMERGENCY MANAGEMENT AGENCY STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT



The State of Georgia is vulnerable to a wide range of natural or man-made disaster/emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

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- (1) "Agreement" means this agreement, sometimes called the "Statewide Mutual Aid Agreement."
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
- (3) "Assisting Party" means a Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.
- (4) "Authorized Representative" means a Participating Party's employee who has been authorized in writing by that party to request, to offer, or otherwise to provide assistance or an employee of the Georgia Emergency Management Agency designated by its Director under the terms of this agreement.
- (5) "Participating Parties" means the several counties and municipalities of this State or combinations thereof that have become parties to this agreement by their approval and execution of this agreement.
- (6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

Any term or expression not defined in this agreement shall have the meaning specified in the Georgia Emergency Management Act and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE II GENERAL PURPOSE

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resource shortages, community disorders, insurgency, or enemy attack.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people in the event of any local emergency or disaster declared by the Governor shall be the underlying principle on which all articles of this agreement shall be understood.

In the event a conflict between any provision of this agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the agreement, the Director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
- (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the Director of Emergency Management for such Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the Georgia Emergency Management Agency. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.

(3) The specific place and time for staging of the assisting party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof, provided that it is understood that the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for such political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision

thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivisions of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

- (a) This agreement shall become operative immediately upon its approval and execution by the Georgia Emergency Management Agency and any two political subdivisions of this State; thereafter, this agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.
- (b) Any Participating Party may withdraw from this agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed

hereunder prior to the effective date of withdrawal.

(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the Georgia Emergency Management Agency.

ARTICLE X
GEORGIA EMERGENCY MANAGEMENT AGENCY

GEMA shall act as the coordinating entity under this agreement. Nothing herein shall limit any authority of the Governor or the Director of the Georgia Emergency Management Agency under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This agreement shall expire on January 7, 2012. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent ten-year term shall extend the term of this agreement for ten years. Each ten-year extension shall constitute a separate agreement.

ARTICLE XII
VALIDITY

This agreement shall be construed to effectuate the purposes stated in Articles II and III hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

City of St. Marys
County/Municipality

Deborah Lane
Authorized Representative

February 25, 2002
Date

Director of Georgia Emergency Authorized Representative
Management Agency

Date

DESIGNATION OF APPLICANT'S AGENT

Randy Davis of City of St. Marys is authorized to execute for and on behalf of City of St. Marys, a public entity established under the laws of the State of Georgia, an application for the purpose of obtaining State and Federal financial assistance for Disaster Relief.

I, Jerry Brandon duly appointed and Mayor of City of St. Marys, do hereby certify the appointment of the above named individual as the applicant's agent for City of St. Marys.

MAYOR

(Official Position)

JR Brandon

(Signature)

1-10-00

(Date)

Gwendolyn W. Mungia

(Notary Seal)

Notary Public, Camden County, Georgia
My Commission Expires July 8, 2002

January 10, 2000

(Date)

58-6002656

(Tax I. D. Number)

CITY COUNCIL MEETING

June 13, 2016

TITLE: RESOLUTION – THE PINES APARTMENT, LOCATED AT 1119 DOUGLAS DRIVE

PURPOSE: Endorsing an Application by the Hallmark Companies, Inc., or Affiliated Company to the Georgia Department of Community Affairs for Low-Income Housing Tax Credits for Acquisition and Rehabilitation of the Pines Apartments and for Other Purposes.

RECOMMENDATION: Approval.

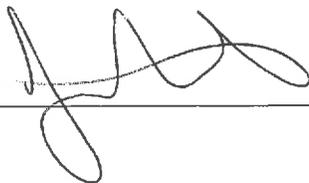
HISTORY/ANALYSIS: The Pines Apartments are an affordable Housing Complex located at 1119 Douglas Drive. The Hallmark Companies Inc. is requesting a resolution and letter of support from the City as part of its application for funding to renovate the existing facilities. The current facilities were constructed in 1981.

This approval is from the City only and will cause a conflict with the Winding River proposal submitted by Mr. William Gross. The Winding River proposal will be the only one to receive the extra point for the GICH support as noted in the e-mail from Mr. Harper.

The following attachments are included:

1. Proposed Resolution.
2. Local Government Support Letter.
3. Correspondence from L. Darren Harper dated May 23, 2016
4. Power Point Presentation from Sean Griffin, Hallmark Companies

City Manager:



A RESOLUTION ENDORSING AN APPLICATION BY THE HALLMARK COMPANIES, INC., OR AFFILIATE COMPANY TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR LOW-INCOME HOUSING TAX CREDITS FOR ACQUISITION AND REHABILITATION OF THE PINES APARTMENTS, LOCATED AT 1119 DOUGLAS DRIVE; AND FOR OTHER PURPOSES

WHEREAS, The Hallmark Companies, Inc., or affiliate company, is applying to the Georgia Department of Community Affairs (“DCA”) for low-income housing tax credits for acquisition and rehabilitation of the multifamily development located at 1119 Douglas Dr, St Marys, GA; and

WHEREAS, a summary of the application is attached hereto as Exhibit “A;” and

WHEREAS, DCA has established certain regulations whereby low-income housing tax credit applications must be formally endorsed by the governing authority of the pertinent municipality or county; and

WHEREAS; the City of Saint Marys desires to endorse the application by The Hallmark Companies, Inc., or affiliate company;

THE BOARD OF COMMISSIONERS OF CITY OF SAINT MARYS, GEORGIA HEREBY RESOLVES, that The City of Saint Marys endorses the application by The Hallmark Companies, Inc., or affiliate company to the Georgia Department of Community Affairs for Low-Income Housing Tax Credits to acquire and rehabilitate The Pines Apartments, and the person executing this document is authorized to sign all required endorsement documents.

BE IT FURTHER RESOLVED, that a summary of said application is attached hereto as Exhibit “A”, project description for The Pines Apartments rehabilitation.

Adopted and approved this ___ day of _____, 2016.

<<Name>>, <<Title>>

Attest:

<<Name>>, <<Title>>

May 10, 2016

Housing Finance and Development Division
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231

RE: **The Pines Apartments**
1119 Douglas Dr
St Marys, GA 31558

Dear Sir:

Hallmark Development Services, LLC, the developer of the referenced proposed development, has notified the **City of Saint Marys, GA** and **Mayor John F. Morrissey** of its intention to develop and to apply to the Georgia Department of Community Affairs (DCA) for Low Income Housing Tax Credit (Credit) and/or financing through the HOME Investment Partnerships Program (HOME) for the development of units affordable to low income residents.

The purpose of this letter is to convey our understanding of the details of the project, as stipulated in the State of Georgia's 2016 Qualified Allocation Plan. The details are as follows:

Project Name:	<u>The Pines Apartments</u>
Project Address and/or Lot Number:	<u>1119 Douglas Dr, St Marys, GA 31558</u>
Owner/Developer Name:	<u>Hallmark Pines, LP/Hallmark Development Services, LLC</u>
Owner/Developer Address:	<u>3111 Paces Mill RD, STE A-250</u> <u>Atlanta, GA 30339</u>
Total Number of Units:	<u>70</u>
Total Number of Units Set Aside for Low Income Residents:	<u>70</u>
Project Type (New Construction/Rehabilitation):	<u>Rehabilitation</u>
Tenancy (Family/Senior/Special Needs):	<u>Family</u>

I hereby certify that I am the chief elected official of this jurisdiction, or the person duly authorized to speak on behalf of the elected person or body constituting the government of this jurisdiction, as specified in the attached copy of the charter or bylaws of the governmental body. In this capacity, I hereby state that the **City of Saint Marys, GA** and **Mayor John F. Morrissey** (*check one*):

- Opposes the proposed development as presented.
- Is unopposed to the proposed development as presented.
- Supports the proposed development as presented, as evidenced by the attached <<resolution of support>> or <<letter of support [if local jurisdiction is governed by only one elected official]>>.

Finally, I understand that I will also be notified by DCA when the Owner/Developer submits its application for Credit and/or HOME funding, and be given 30 days to provide additional comments on the application.

Sincerely,

John F. Morrissey
Mayor of The City of Saint Marys, GA

Attachments: **[Resolution of Support Letter]**

John J. Holman

From: L. Darren Harper <ldharper@co.camden.ga.us>
Sent: Monday, May 23, 2016 4:35 PM
To: John J. Holman
Subject: RE: The Pines - endorsement letter & resolution

The resolution would give the city's endorsement of the project, which they don't get any points for. Since the resolution does not mention GICH, your approval of this resolution would not hurt the GICH letter we did for Bill Gross' project. He gets an extra point for having the GICH letter.

They are both competing for the low income housing tax credit allocation program from DCA. There are about 4 to 5 projects from Camden competing for those tax credits, but only Bill's project will have the Camden GICH letter of support so they'll get an extra point for their application.

Darren

L. Darren Harper, EDFP
Project Manager
Camden County Joint Development Authority
531 North Lee Street
912-729-7201-main
912-729-7530-office
912-464-7517-mobile
ldharper@co.camden.ga.us
www.ccjda.com

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "John J. Holman" <John.Holman@stmarysga.gov>
Date: 05/23/2016 3:54 PM (GMT-05:00)
To: "L. Darren Harper" <ldharper@co.camden.ga.us>
Subject: FW: The Pines - endorsement letter & resolution

Darren,

I appreciate your review but I am concerned that the resolution endorses the Hallmark Companies Inc "Pines Apartment" for the Georgia Department of Community Affairs ("DCA") for low-income housing tax credits for acquisition and rehabilitation of the multifamily development...

I just want to make sure this is not GHIC. Is this another program we are supporting?

Be careful driving back.

JJH

From: Sean Griffin [<mailto:sgriffin@hallmarkco.com>]
Sent: Tuesday, May 10, 2016 1:30 PM
To: John J. Holman

Cc: Billy Glisson
Subject: The Pines - endorsement letter & resolution

Mr. Holman,

Thank you for your time. As discussed, I've attached a draft endorsement letter and resolution. Any assistance you can provide in getting these executed would be greatly appreciated. In addition, I've included a handout that discusses the proposed rehab, and shows samples from past projects.

Approximately how long do you anticipate it to take to get the resolution, and these signed, and is there anything else I can do to help?

Thanks,

Sean



Sean Griffin | The Hallmark Companies, Inc.
3111 Paces Mill Road | Suite A-250 | Atlanta, GA 30339
Phone: (770) 984-2100 Ext 139 | Cell: (678) 283-8054 | Fax: (770) 952-8821
Email sgriffin@hallmarkco.com
Website: <http://www.hallmarkco.com>

NOTICE:

E-mail Confidentiality Notice: The information in this email is intended for the sole use of the addressees and may be confidential and subject to protection under the law. If you are not the intended recipient, you are hereby notified that any distribution or copying of this email is strictly prohibited. If you have received this message in error, please reply and delete your copy.

Georgia has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Camden County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law. If you have received this email in error please notify the Camden County, Georgia IT Division at 912-576.5640.



The Pines Apartments

1119 Douglas Dr, St Marys, GA 31558

Resident Meeting - May 12, 2016

2016 Application for Low-Income Housing Tax Credits (“LIHTCs”)

- Hallmark Pines, LP and Hallmark Development Services, LLC are submitting a application for 9% LIHTCs on June 9, 2016 to The Georgia Department of Community Affairs (“DCA”).
- Please understand the this is a very competitive application process, so we are in no way guaranteed to get an award of LIHTCs and/or undergo the proposed rehab project.
- At this juncture we are notifying the local government, surrounding community and residents of The Pines Apartments of our application and initial plans.

Need for Preservation

- The Pines was originally constructed in 1981 and has not undergone any sort of substantial rehabilitation since it was built.
- We are proposing a full-scale exterior and interior renovation.
- We will be seeking to obtain the EarthCraft House Multifamily designation, which will include several aspects of energy retrofitting at the property. The energy savings will be passed on to you.
- Existing amenities will be rehabilitated and more will be added. A renewed sense on community will be instilled.

Estimated Timeline

- Application Submission: June 9, 2016
- Award Notification: 4th Quarter 2016
- “Town-Hall” Style Meeting: 1st Quarter 2017 (meeting with residents to discuss all aspects of the project in detail).
- Potential Construction Start Date: 2nd Quarter 2017
- Potential Construction Completion Date: 2nd Quarter 2018

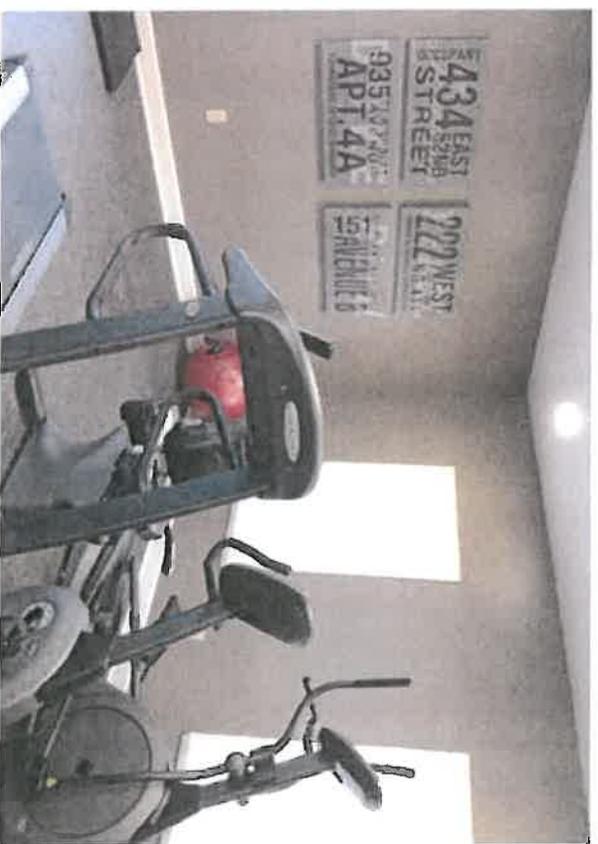
Construction & Relocation

- Relocation will be utilized on-site and temporarily off site in some cases.
- If a resident is to be relocated off-site the development team will provide comparable housing at no cost to the resident.
- Cost associated with moving resident belongings are covered too.
- Comparable housing will be another apartment, rental home, or hotel.
- The development team strives to make this project as non-invasive, burden free and pleasant as possible.
- Custom Relocation Specialist (“CRS”) will assist the development team and the residents to further ensure this process runs as smoothly as possible.

Past Projects - After Renovation



Renovated Exteriors

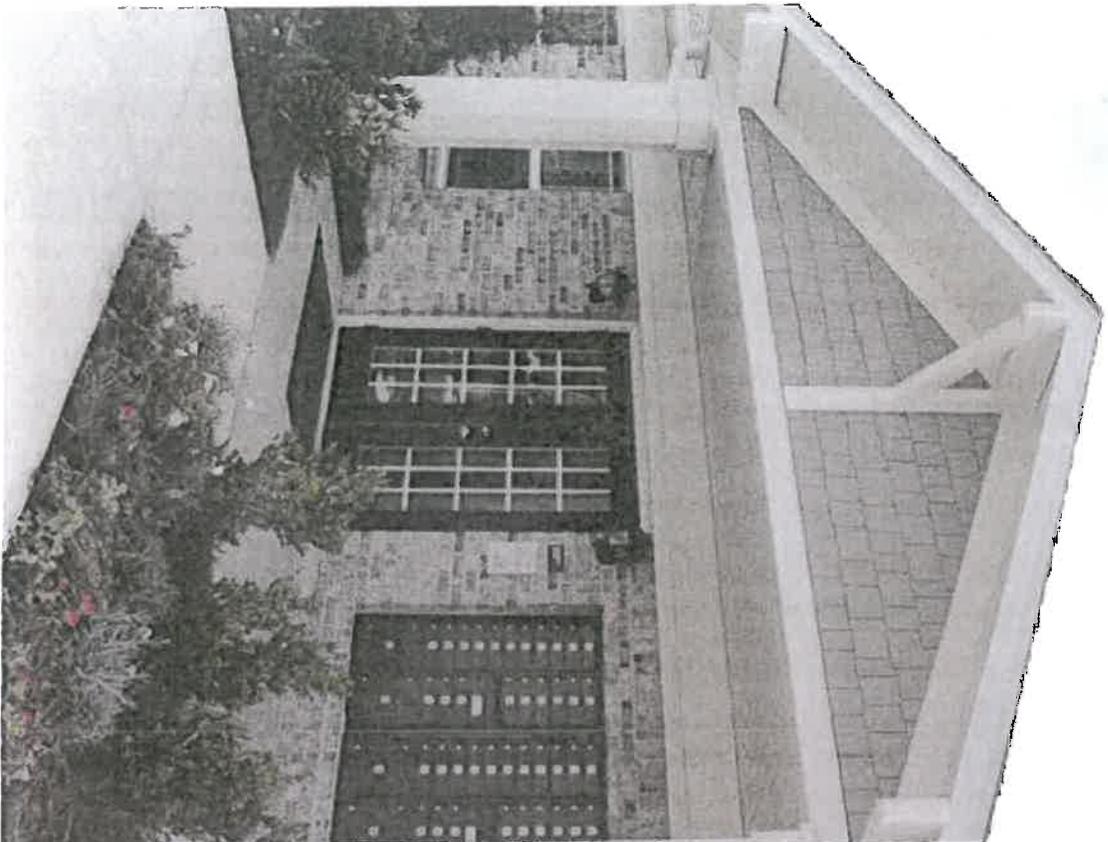


New Amenities

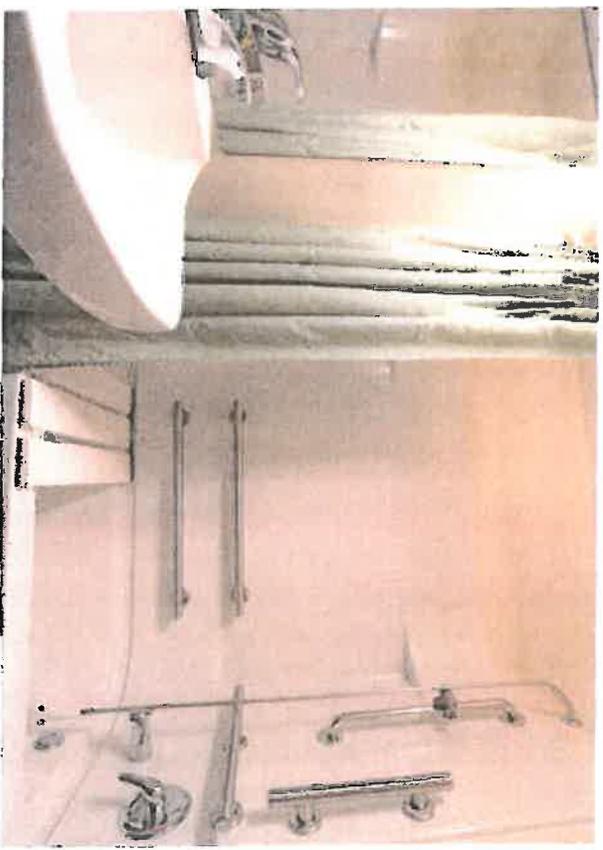


Renovated Exteriors

Past Projects - After Renovation



New Office Building



Accessibility Upgrades



New Community Areas



Past Projects - After Renovation



Past Projects - After Renovation

CITY COUNCIL MEETING

June 13, 2016

TITLE: FIRE STATION NO. 7 AND NO. 9 APRON REPLACEMENT PROJECT

PURPOSE: To award the construction contract to Charlie Hester Construction.

RECOMMENDATION: To authorize the Mayor to sign a Construction Contract.

HISTORY/ANALYSIS: The existing apron (drive next to the building) has deteriorated at Station No. 7 (Cumberland Harbor) and Station No. 9 (Colerain Road). Repairs to the aprons were included in this FY's budget. The Public Works Department developed a bid package and advertised for bids as required.

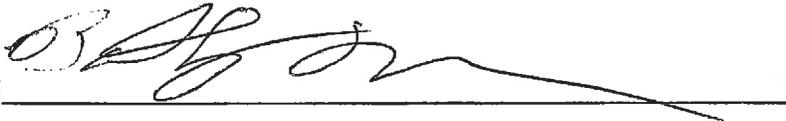
The City of St. Marys received one bid for this project. The bids were as follows:
Rowell Contracting Inc. - \$50,600.30

This bid amount exceeds the budgeted amount of \$30,000. At the April 18, 2016 Council Meeting, Council approved the Public Works Department recommendation to reject the bid received and then re-advertise the project.

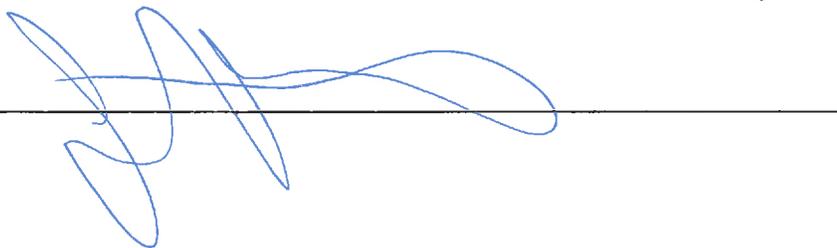
The City of St. Marys received one bid for this project after re-advertising.
Charlie Hester Construction, Inc - \$23,848.35 Base Bid.

After reviewing the bid and meeting with the Contractor, the Public Works Department recommends awarding the Contract to Charlie Hester Construction with the following addition to the base bid: Base removal at Fire Station No. 7 (Fly Ash) - \$2,074.75. For a total Contract amount of \$25,923.10.

Department Director: _____



City Manager: _____



**FIRE STATION No. 7 AND No. 9
PARTIAL APRON REPLACEMENT PROJECT 2016**

Bid Form

CITY OF ST MARYS
418 OSBORNE STREET
ST MARYS, GA 31558

**FIRE STATION No. 7 AND No. 9 PARTIAL APRON REPLACEMENT PROJECT
2016**

DATE SUBMITTED: May 19, 2016

Gentlemen:

Having carefully examined the Plans, Specifications, and other Contract Documents relating to the **FIRE STATION No. 7 AND No. 9 PARTIAL APRON REPLACEMENT PROJECT 2016**, and Addendum No.(s) _____, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor, skill, equipment, tools, and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the afore said Plans, Specifications, and other Contract Documents, and all Amendments and Addenda thereto, for the sums hereinafter stated.

The undersigned agrees to provide all labor, materials, and equipment necessary to perform the work described in the plans, specifications, addenda, etc., all of which comprise the project manual, in accordance with the following bid schedule on the following pages:

Total Construction Lump Sum Bid: \$ 23,848.35 \$ 23,848.35

The undersigned agrees that this Bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of ninety (90) calendar days following such time.

**FIRE STATION No. 7 AND No. 9
PARTIAL APRON REPLACEMENT PROJECT 2016**

BASE BID SCHEDULE

Description	Quantity		Unit Price	Price
Fire Station No. 7				
AREA No. 1				
FINISH GRADING COMPLETE	155.0	SY	2.30	356.50
4000 PSI CONCRETE SLAB, 6" THICK,	155.0	SY	48.13	7,460.15
Fire Station No. 9				
AREA No. 1				
GRADING COMPLETE	71.5	SY	2.30	164.45
4000 PSI CONCRETE SLAB, 6" THICK,	71.5	SY	48.13	3,441.29
AREA No. 2				
GRADING COMPLETE	83.0	SY	2.30	190.90
4000 PSI CONCRETE SLAB, 6" THICK,	83.0	SY	48.13	3,994.79
AREA No. 3				
GRADING COMPLETE	76.7	SY	2.30	176.41
4000 PSI CONCRETE SLAB, 6" THICK,	76.7	SY	48.13	3,691.57
AREA No. 4				
GRADING COMPLETE	86.7	SY	2.30	199.41
4000 PSI CONCRETE SLAB, 6" THICK,	86.7	SY	48.13	4,172.87

TOTAL 23,848.35

**FIRE STATION No. 7 AND No. 9
PARTIAL APRON REPLACEMENT PROJECT 2016**

ALTERNATES TO BASE BID SCHEDULE

Contractor shall provide the following ALTERNATES that will add/deduct cost from the base bid cost as quoted above. Alternates can be accepted by the City in any order and alternates shall not determine the low bidder.

ALTERNATE #1					
Description					
Existing pavement removal and disposal		Quantity		Unit Price	Total Price
	Fire Station No. 7 - Asphalt	155	SY	13.45	2,084.75
	Fire Station No. 8 - Concrete	317.9	SY	19.03	6,049.63
SUBTOTAL					8,134.38

ALTERNATE #2					
Description					
Remove existing base material.		Quantity		Unit Price	Total Price
	Fire Station No. 7	155	SY	28.04	4,346.20
	Fire Station No. 8	317.9	SY	9.34	2,969.18
SUBTOTAL					7,315.38

ALTERNATE #3					
Description					
Install new base material		Quantity		Unit Price	Total Price
	Fire Station No. 7	155	SY	20.03	3,104.65
	Fire Station No. 8	317.9	SY	20.03	6,369.53
SUBTOTAL					9,474.18

**FIRE STATION No. 7 AND No. 9
PARTIAL APRON REPLACEMENT PROJECT 2016**

In case the bidder is given in writing by mail, telegraph, email or delivery the Notice of Acceptance of the Bid Proposal within ninety (90) days after the time for the opening of bids, the undersigned agrees to execute within fourteen (14) calendar days a Contract, (Form of Agreement between Contractor and Owner) for the work for the above-stated compensation and at the same time furnish and deliver to the Owner Certificate of Insurance, and Contractor Certification forms in accordance with the instruction bound in the Project Contract and Technical Specifications.

The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) calendar days from the date to be specified in the Notice to Proceed from the Owner and to complete the construction within 90 consecutive calendar days after Notice to Proceed. It is also agreed that 0 days are included in the specified contract time for adverse weather days as per Article of the Agreement.

The undersigned agrees that this Bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of ninety (90) calendar days following such time.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

This Bid Proposal is respectfully submitted by:

Charlie Hester Const, Inc.

Bidder (Print Name)

Charlie Hester

Signature (Owner, Partner or Corp. Officer)

P.O. Box 606

Kingsland, GA 31548

Address

President

Title

(912) 673-6396

Telephone Number

If Corporation, affix seal here





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Turner & Associates Insurance, Inc One St. Andrews Court Brunswick GA 31520		CONTACT NAME: David Godwin PHONE (A/C No. Ext): (912) 265-2840 FAX (A/C No.): (912) 265-2976 E-MAIL ADDRESS: dgodwin@turn2us.com	
INSURED Charlie L. Hester Construction, Inc. P.O. Box 606 Kingsland GA 31548		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1511202910 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (WSP / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CFP0007723	11/20/2015	11/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA0009715	11/20/2015	11/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB0015460	11/20/2015	11/20/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	001-WC15A-71469	11/20/2015	11/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment		CFP0007723	11/20/2015	11/20/2016	\$268,000 Limit \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
 The city of St. Marys is listed as an additional insured in regards to the General Liability coverage.
 30 days notice of cancellation with the exception of 10 days for non payment of premium.

CERTIFICATE HOLDER (912) 673-6681 City of St. Marys 418 Osborne Street St. Marys, GA 31558	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Turner/DWG <i>Robert C. Turner</i>
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**FIRE STATION No. 7 AND No. 9
PARTIAL APRON REPLACEMENT PROJECT 2016**

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
State Entity's Name:	City of St. Marys
State Solicitation/ Contract No.:	FIRE STATION No. 7 AND No. 9 PARTIAL APRON REPLACEMENT PROJECT 2016

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the State Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the State Entity at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ Company Identification Number

Charlie Hester Const. Inc.
BY: Authorized Officer or Agent
(Contractor Name)

5-19-16
Date

[Signature]
Title of Authorized Officer or Agent of Contractor

Charlie Hester
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

19 DAY OF May, 2016

[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires Notary Public, Camden County, Georgia
My Commission Expires April 18, 2017

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

FIRE STATION No. 7 AND No. 9
PARTIAL APRON REPLACEMENT PROJECT 2016



City of St. Marys
Affidavit Verifying Status
For City Public Benefit Application

By executing this affidavit under oath, as an application for a City of St. Marys, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for:

- Business License
- Georgia Occupational Tax Certificate
- Alcohol License
- Taxi Permit or
- Other public benefit

Please check one

Name: _____
Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity

- 1. I am a United States citizen
- OR
- 2. I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of the Code Section 16-10-20 of the Official Code of Georgia.

Charlie Hester 5-19-16
Signature of Applicant Date

Charlie Hester
Printed Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
19 DAY OF May 20 16

Notary Public Leslie D. Hardy

Alien Registration number for non-citizens

My Commission Expires Notary Public, Camden County, Georgia
~~My Commission Expires April 18, 2017~~

*Note: O.C.G.A. § 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provided their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

BID BOND
(Percentage)

Bond No. 62786319

KNOW ALL PERSONS BY THESE PRESENTS, That we Charlie Hester Construction, Inc.
of P. O. Box 606, Kingsland, GA 31548

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of St. Marys, GA

_____, hereinafter referred to as the Oblige, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
Fire Station No. 7 and No. 9 Partial Apron Replacement Project 2016

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 19th day of May, 2016.

Principal

Charlie Hester Construction, Inc.

BY: _____

Surety

WESTERN SURETY COMPANY

BY: Tracy M. Goodwin
Tracy M Goodwin, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62786319

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Tracy M Goodwin

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Charlie Hester Construction, Inc.

Obligee: City of St. Marys, GA

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 17th, 2016, but until such time shall be irrevocable and in full force and effect.

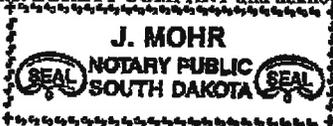
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Brufat, and its corporate seal to be affixed this 19th day of May, 2016.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

On this 19th day of May, in the year 2016, before me, a notary public, personally appeared Paul T. Brufat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of May, 2016.

WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

BID BOND
(Percentage)

Bond No. 62786319

KNOW ALL PERSONS BY THESE PRESENTS, That we Charlie Hester Construction, Inc.
of P. O. Box 606, Kingsland, GA 31548

WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto City of St. Marys, GA

~~XX~~ _____, hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
Fire Station No. 7 and No. 9 Partial Apron Replacement Project 2016

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 19th day of May, 2016.

Principal

Charlie Hester Construction, Inc.

BY: _____

Surety

WESTERN SURETY COMPANY

BY: Tracy M. Goodwin
Tracy M Goodwin, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62706319

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Tracy M Goodwin

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Charlie Hester Construction, Inc.

Obligee: City of St. Marys, GA

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

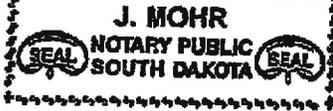
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 17th, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 19th day of May, 2016.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On the 19th day of May, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

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WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.onasurety.com > Owner/Obligee Services > Validate Bond Coverage.

BID BOND
(Percentage)

Bond No. 62786319

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of P. O. Box 606, Kingsland, GA 31548

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~~XX~~ Five Percent of the Amount Bid, hereinafter referred to as the Obligee, in the amount of

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NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 19th day of May, 2016

Principal

Charlie Hester Construction, Inc.

BY: _____

Surety

WESTERN SURETY COMPANY

BY: Tracy M. Goodwin
Tracy M Goodwin, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62786319

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Principal: Charlie Hester Construction, Inc.

Obligee: City of St. Marys, GA

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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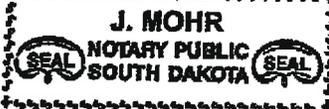
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WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

On this 19th day of May, in the year 2016, before me, a notary public, personally appeared Paul T. Brufat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



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WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

CITY COUNCIL MEETING

June 13, 2016

TITLE: DEPARTMENT OF HOMELAND SECURITY, U.S. CITIZENSHIP & IMMIGRATION SERVICES MOA

PURPOSE: To renew a federal mandated agreement with DHS-USCIS for the verification of illegal aliens.

RECOMMENDATION: Recommend approval to renew MOA with the DHS-USCIS as mandated by Georgia law to verify the status of applicants through the SAVE program.

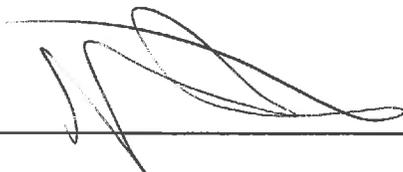
HISTORY: The Georgia Security and Compliance Act requires local governments in Georgia to participate in the federal Systematic Alien Verification of Entitlements (SAVE) program in order to verify that applicants for public benefits are legally in the United States. In order to comply with the law's requirements, the City of St Marys will need to renew an agreement with the federal government to use SAVE and anticipates receiving authorization to use the program as necessary and required.

On January 1, 2010, each person who is applying for retirement, business licenses, alcohol licenses, etc. must submit, as part of the application or enrollment form, an affidavit verifying his or her lawful presence in the United States. If the applicant or enrollee states that he or she is a legal permanent resident or otherwise a qualified alien or an immigrant, he or she must provide his or her alien registration. The City Clerk or designee verifies this status through use of the SAVE program. Depending on the outcome of the SAVE verification process, an applicant or enrollee could be deemed ineligible to receive public benefits. In that event, the provision of benefits through the City of St Marys would be terminated.

**Department
Director:** _____



**City
Manager:** _____





Anticipated Collections Addendum from Non-Federal Sources

Please provide the information requested in the table below. This information will be used to complete your Memorandum of Agreement (MOA). See Page 2 for additional instructions and an explanation of terms.

1. Agency Information	
Agency Name:	
Tax Identification Number (TIN):	
Data Universal Numbering System (DUNS) or Business Partner Network (BPN) Number:	
2. Billing (Accounts Payable) Point of Contact (POC) Information	
Name:	
Phone Number (xxx-xxx-xxxx):	
Fax Number (xxx-xxx-xxxx):	
E-mail Address:	
Address:	
Address (2nd line): City, State, Zip Code:	
3. Customer Payment and Budgeting Information	
Purchase Commitment Number:	
Payment Method:	
Amount Obligated (Budgeted):	
Funds Expiration Date:	
4. Program POC	
Name:	
Phone Number (xxx-xxx-xxxx):	
E-mail Address:	

This addendum will commence as soon as all signatures are obtained in accordance with the Memorandum of Agreement. Both parties must agree to any amendments prior to their implementation in accordance with the Memorandum of Agreement.

[Insert Authorized Signatory Name]
[Insert Position/Title]

Alissar Rahi
Chief, SAVE Program, DHS USCIS

Date

Date

Internal SAVE Use ONLY
Agency High Level Identifier:

CITY COUNCIL MEETING

June 13, 2016

TITLE: July 4, 2016 City Council Meeting

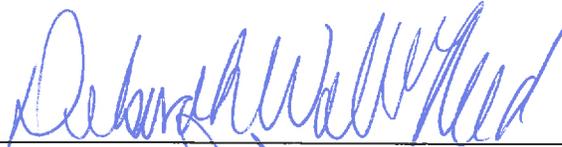
PURPOSE: To discuss whether to cancel or reschedule the July 4, 2016 City Council meeting due to Independence Day holiday.

RECOMMENDATION: No recommendation.

HISTORY/ANALYSIS: Council consideration is needed to either cancel or reschedule the City Council meeting due to holiday, which might lead to lack of quorum in attendance at the meeting.

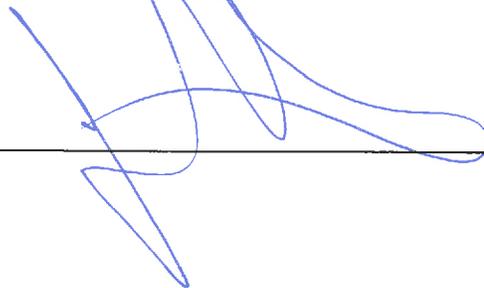
Department

Director:



City

Manager:



CITY COUNCIL MEETING

June 13, 2016

TITLE: RESOLUTION FOR GEFA FUNDS

PURPOSE: TO APPROVE A RESOLUTION FOR CLEAN WATER STATE REVOLVING FUND LOAN, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

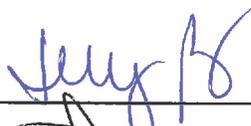
RECOMMENDATION: Approval

HISTORY/ANALYSIS: The City of St. Marys plans to acquire a loan from Georgia Environmental Finance Authority not to exceed \$480,670 to finance a portion of the costs of acquiring, constructing and installing the force main project on Point Peter Cause Way. The City of St. Marys is obligated to repay the loan made pursuant to the Loan Agreement.

Staff is requesting passage of the attached resolution and the authorization for the Mayor to sign all necessary documents to execute the loan and promissory note.

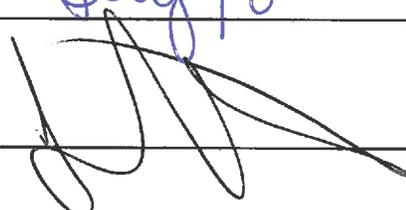
Department

Director: _____



City

Manager: _____



**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF ST. MARYS

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

**DO NOT
DATE**

This **LOAN AGREEMENT** (this "**Agreement**") dated 20____, by and between CITY OF ST. MARYS, a Georgia public body corporate and politic (the "**Borrower**"), whose address for purposes of this Agreement shall be 418 Osborne Street, St. Marys, GA 31558, and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 233 Peachtree Street, N.E., Peachtree Center-Harris Tower, Suite 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower FOUR HUNDRED EIGHTY THOUSAND SIX HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$480,670) from the Clean Water State Revolving Fund, Administered by Georgia Environmental Finance Authority (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) September 1, 2017, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to \$480,670 which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term

shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "Authorized Borrower Representative") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an "Advance"), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the "Credit Documents") shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) When the Project budget included as part of Exhibit A indicates that the Loan will finance less than all of the costs of the Project or a category of costs of the Project, the Advance to be made shall not cause the percentage of such Project costs funded to date by the Loan to exceed the total percentage of such Project costs budgeted to be funded by the Loan.

(g) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(h) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(i) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and

payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(j) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i)

are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the

foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting

the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. § 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are

material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the "**Completion Date**") shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal

bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity, provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this

paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to

execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by November 10, 2016. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF ST. MARYS

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF ST. MARYS**

Loan Number: **CWSRF 15024**

This project consists of replacing 8-inch PVC sewer force main with 12-inch PVC force main and all related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF ST. MARYS

Loan Number: CWSRF 15024

ITEM	TOTAL	CWSRF
Construction	\$430,670	\$430,670
Contingency	20,000	20,000
Engineering & Inspection	30,000	30,000
Administrative/Legal	- 0 -	- 0 -
TOTAL	\$480,670	\$480,670

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF ST. MARYS

Loan Number: CWSRF 15024

ACTION	DATE
Plans & Specs Submitted to EPD	April 2016
Bid Opening	July 2016
Notice to Proceed	August 2016
Completion of Construction	February 2017

SPECIMEN PROMISSORY NOTE

\$480,670

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "Borrower") promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the "Lender") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of FOUR HUNDRED EIGHTY THOUSAND SIX HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$480,670), or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 09/100 PERCENT (1.09%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) September 1, 2017, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in Two Hundred Thirty-Nine (239) consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is 20 years from the Amortization Commencement Date (the "**Maturity Date**").

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this

Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "Loan Agreement"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the
_____ day of _____

CITY OF ST. MARYS

By: SPECIMEN

Name:
Title:

(SEAL)

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

 SPECIMEN

Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF ST. MARYS

Loan Number: CWSRF 15024

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF ST. MARYS

Loan Number: CWSRF 15024

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF ST. MARYS

Loan Number: CWSRF 15024

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolved Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 12246 – Equal Employment Opportunity.
8. Reserved

9. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
11. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
12. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."
13. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 C.F.R. Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
14. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to

create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contact;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: CITY OF ST. MARYS

Loan Number: CWSRF 15024

None.

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the CITY OF ST. MARYS (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. CWSRF 15024, between the Borrower and Georgia Environmental Finance Authority (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES

RESOLUTION OF GOVERNING BODY

Recipient: CITY OF ST. MARYS

Loan Number: CWSRF 15024

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$480,670 from the CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

(SEAL)

PROMISSORY NOTE

\$480,670

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "**Borrower**") promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the "**Lender**") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FOUR HUNDRED EIGHTY THOUSAND SIX HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$480,670)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 09/100 PERCENT (1.09%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **September 1, 2017**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **Two Hundred Thirty-Nine (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"**Installment Amount**" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "Loan Agreement"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each

and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____

DATE

CITY OF ST. MARYS

Approved as to form:

Signature: _____

Print Name: _____

By: _____

Title: _____

Borrower's Attorney

(SEAL)

SEAL

Attest Signature: _____

Print Name: _____

Title: _____

CITY COUNCIL MEETING

June 13, 2016

TITLE: Budget Amendment for IT Computer Maintenance

PURPOSE: To amend the FY2016 budget to cover computer maintenance

RECOMMENDATION: Approval

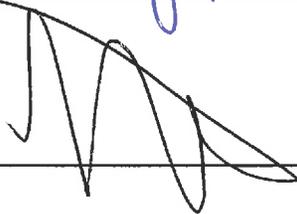
HISTORY/ANALYSIS: Around the first week of May, there was a hardware issue on the server at PW that housed the TimeClock Plus and GIS databases. There was an issue with trying to restore the files so the hard drives had to be sent offsite for data recovery. It is necessary to move funds to cover the cost of \$6,450.

The City uses TimeClock Plus in various departments for employee timekeeping. The City is currently working off the old version of TimeClock Plus software (6.0) and would like to upgrade to the newest version (7.0) cost is \$3,015. That is a one-time fee with an annual support contract cost thereafter. The 7.0 version has new features that are not in version 6.0, such as a new user-friendly interface, easy-to-read dashboards, and an employee status feature for managers. Attached are descriptions of these and other features offered in the newest version.

**Department
Director:** _____

Jay B

**City
Manager:** _____



AN ORDINANCE TO AMEND THE FISCAL YEAR 2016
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

BE IT AND IT IS HEREBY ORDAINED by the Mayor and Council of the City of St. Marys, Georgia in regular session lawfully assembled for City purposes:

That it is necessary to amend the FY2016 General Fund Budget to increase the computer maintenance to cover necessary expenses.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
100-51535-51.1100 IT – Regular Employees	\$ 101,670	- \$ 9,450	\$ 92,220
100-51535-52.2201 IT – Computer Maintenance	\$ 37,023	+ \$ 9,450	\$ 46,473

ADOPTED in legal assembly this _____ day of _____, 2016.

CITY OF ST. MARYS, GEORGIA

By: _____
John F. Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

TimeClock Plus Enterprise v7



Simple, Fast, Flexible, and Cost Effective

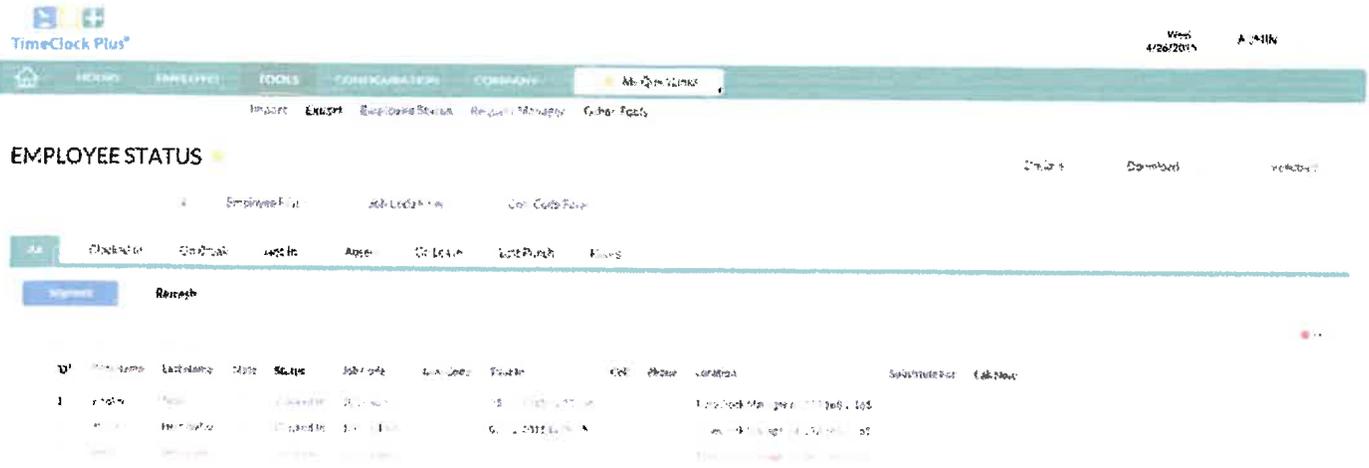
TimeClock Plus Professional Edition has the features that you will need for any organization. Professional offers more than just features - it is a combination of our timekeeping expertise and feedback from thousands of client organizations.

Flexible

The Professional Edition is scalable to fit the needs of any organization. From a neighborhood clinic with three employees, to a conglomerate with thousands of employees spread across the country, TimeClock Plus Professional Edition is the right solution for any organization that wants the best solution in workforce management.

Dashboards

See all of your most important labor and attendance information on a single screen. With Professional Edition, you can create your own widgets for approaching overtime, absences, tardies, missed punches, birthdays, anniversaries, time off requests, and more. Let the TimeClock Plus v7 Dashboard be the window to your workforce, allowing you to clear tasks from your to-do list with a single click.



Scheduler

Your managers can view/create schedules for individual employees, or view/create a complete company-wide schedule to apply to multiple employees. Each schedule can then be used by TimeClock Manager to monitor and restrict clock in/out operations or as a reference point when reporting tardies and absences. Reports (like the Schedule vs. Actual Hours report) allow managers to view what the employee was scheduled to work versus what the employee actually worked. Scheduler also helps forecast hourly labor cost and labor cost as a percentage of sales.



Employee Time Entry

Some companies have employees that are unable to reach a PC to clock in and out. For those companies, we can provide a clock device we call the Remote Data Terminal (RDT). The RDT can be a PIN Entry clock where employees can simply enter a Personal Identification Number or it can be equipped with a:

- Magnetic Card Reader
- Proximity Reader
- Bar Card Reader
- Fingerprint Reader

Employee time entry is kept simple at both the PC level and Remote Data Terminal level. Employees perform clock operations using the WebClock from the convenience of their own computer. Many employee self-service options are also available from the WebClock.

CITY COUNCIL MEETING

June 13, 2016

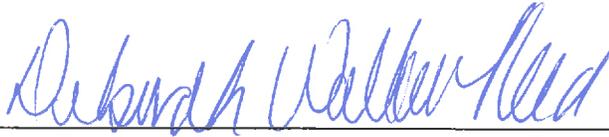
TITLE: ROCCO'S ITALIAN RESTAURANT
(NEW ALCOHOL LICENSE) *Public Hearing Advertising*

PURPOSE: The City Clerk requests approval to advertise a public hearing for Beer, Wine and Liquor License on premise consumption with food.

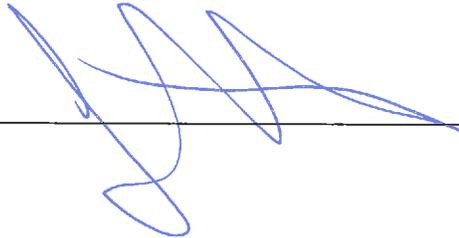
RECOMMENDATION: The City Clerk recommends approval to advertise for a public hearing at 5:45 p.m. on Monday, July 4, 2016. If the City Council meeting is cancelled or rescheduled due to holiday, request authorization to move public hearing to next City Council meeting in Council Chambers at City Hall.

HISTORY: Ms. Kimberly E. West owner of Rocco's Italian Restaurant, LLC made an application for Beer, Wine and Liquor license on premise consumption with food. The restaurant is located at 916 Kings Bay Road Suite C., St. Marys, Georgia and is currently open and operating.

**Department
Director:** _____



**City
Manager:** _____





CITY OF ST. MARYS
418 OSBORNE STREET
ST. MARYS, GEORGIA 31558
TELEPHONE: 912-510-4039
FAX: 912-510-4013

**NOTICE OF PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE**

The City of St. Marys, Georgia has received an application for an alcohol beverage license from Kimberly E. West of Rocco's Italian Restaurant, LLC at 916 Kings Bay Road Suite C, St. Marys, Georgia, for the sale of beer, wine and liquor on premise consumption with food. Notice is hereby given that a Public Hearing on this application is scheduled for Monday, July 4, 2016 at 5:45 p.m. in Council Chambers at St. Marys City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the Public Hearing.

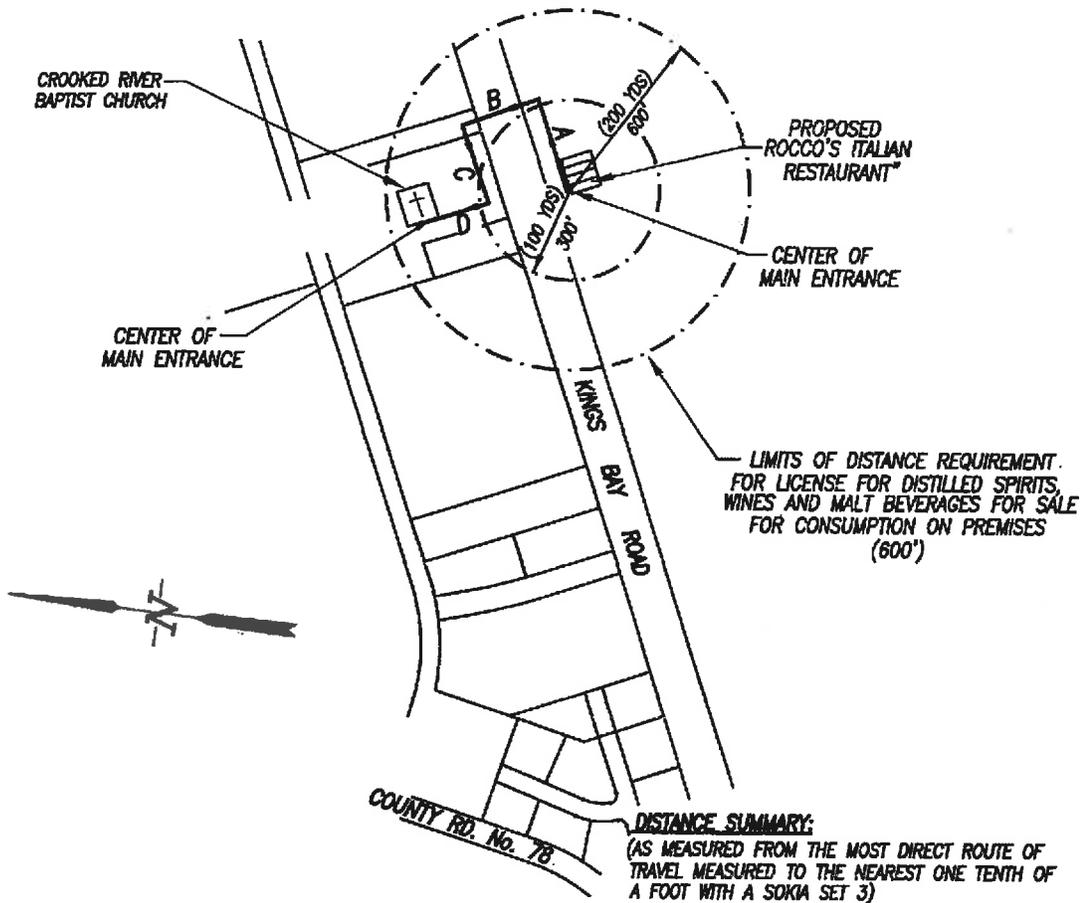
Deborah Walker-Reed
Deborah Walker-Reed, City Clerk

PLEASE RUN: June 23rd & June 30th

MAP TO SHOW

ALCOHOL BEVERAGE LICENSE SURVEY FOR ROCCO'S ITALIAN RESTAURANT, CITY OF ST. MARYS, 29th G.M.D., CAMDEN COUNTY, GEORGIA

FOR: ROCCO'S ITALIAN RESTAURANT



DISTANCE SUMMARY:
(AS MEASURED FROM THE MOST DIRECT ROUTE OF TRAVEL MEASURED TO THE NEAREST ONE TENTH OF A FOOT WITH A SOKIA SET 3)

- A) FRONT DOOR OF RESTAURANT DOWN SIDEWALK TO QUALITY DRIVE = 321.2'
- B) FROM QUALITY DRIVE ACROSS KINGSBAY ROAD TO ENTRANCE OF CHURCH PARKING = 261.8'
- C) FROM PARKING LOT TO STRAIGHT LINE OF FRONT DOOR OF BUILDING = 273.7'
- D) FROM PARKING TO FRONT DOOR = 202.1'

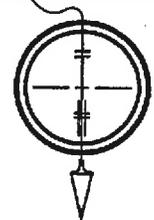
NOTES:

- 1.) DIRECT ROUTE OF TRAVEL DISTANCES SHOWN HEREON WERE CALCULATED FROM ANGLES AND DISTANCES FIELD MEASURED BY A SOKIA SET 3 AND ARE SHOWN TO THE TENTH OF A FOOT.
- 2.) THERE ARE NO RESIDENTIAL DWELLINGS LYING WITHIN THE 100 FOOT DISTANCE REQUIREMENT, AS INDICATED BY MEANS OF A VISUAL INSPECTION.
- 3.) THERE ARE NO IN-HOME DAY CARES, SCHOOLS, ALCOHOLIC TREATMENT CENTERS, HOUSING AUTHORITY PROPERTY OR EDUCATIONAL BUILDING WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENTS AT THIS TIME, AS INDICATED BY MEANS OF VISUAL INSPECTION.
- 4.) DISTANCE FROM CENTER OF MAIN ENTRANCE TO BARBERITO'S: 146.5' (DOOR TO DOOR)

MAP UPDATED: 05-31-2016 FOR: ROCCO'S ITALIAN RESTAURANT. REVERIFIED DIMENSIONS, NO OTHER CHANGES AT THIS TIME.

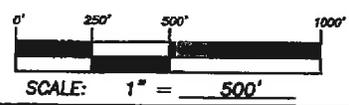
MAP UPDATED: 02-11-2016 FOR: ROCCO'S ITALIAN RESTAURANT. REVERIFIED DIMENSIONS, NO OTHER CHANGES AT THIS TIME.

DWN. BY: _____ CKD. BY: _____
G.D. R.B.



PREPARED BY:
BENNETT SURVEYING, INC.
Surveyors and Land Planners

102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
(912) 258-8899
(912) 673-8940



F.B.: BS15, PG.: 66
SURVEY DATE: 12-11-2013

I HEREBY CERTIFY THAT THE ABOVE MEASUREMENTS WERE TAKEN UNDER MY DIRECT SUPERVISION AND THAT SAID MEASUREMENTS ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Ernest R. Bennett No. 2893 DATE: 05-31-2016

ERNEST R. BENNETT
GA. REGISTERED SURVEYOR No. 2893

City Manager Report

Work Sessions:

- I would like to schedule one work session on June 20, 2016 starting at 5:15 PM
 - Master Plan and Steering Committee Update

Personnel:

- Police Officer Positions open. Two cadets at the academy are doing well and have completed EVOC and midterms and are scheduled to graduate in June.

Police

- Grant was awarded for Body Cameras on 16th of June. All communities have accepted the grant award and St. Marys, as the lead agency, will forward the notice of acceptance. Chief Hatch provided a demonstration at a public meeting. Representative Carters office provided notification to Chief Hatch that the joint award was awarded and the City's share is \$18,750. Grant funds will be issued in Fiscal year 2017 once the "Body Camera Policy" is approved by the Department of Justice.
- BPV Grant was received in the amount of \$2,680.25 for 10 Bullet proof vests.

Finance

- The ordinance regarding tax collection is being updated to simplify delinquent collections. City Attorney is reviewing and this should be on the June 20, 2017 agenda.
- Advanced Disposal notified the City of the CPI adjustment to the Trash Disposal contract. The adjustment was .0035% or .04 cents. Rate is adjusted from \$11.40 to \$11.44. The rate has been confirmed by the Finance Officer. Impact of this change will be looked at over the next six months and a report made to Mayor and Council.
- Reviewing various tax delinquent and water billing complaints. The City has notified customers of delinquencies and is addressing the complaints.
- Time Clock: Time clock was down for a week and we handled this manually. Looking at dealing with this through a cloud based function or alternative server system to avoid this problem in the future.
- Retreat is scheduled for November 14 and 15 at Honey Creek.

Community Development

- Cumberland Harbor Development has been in for review of Phase I of the dock installation: Rails under construction.
- City Master/Visioning Plan is underway. Regular meetings are held the first Thursday of every month at 6:00 PM at the Senior Center.
 - May 17 work session held focusing on Transportation.
 - Work session proposed for June 6 with City Council at 4:45 PM in City Council chambers.
 - Resiliency workshop to be held in July.
- Working on Drone ordinance in support of the Navy policy with regard to the Kings Bay Submarine Base.
- Code enforcement issues are scheduled for hearings in municipal court.
- Projects/Businesses:
 - NFCU building a new facility next to the current Facility on Charlie Smith Sr. Highway
 - Highway 55 Diner in the Walmart Center approved.
- Working with the attorney on updating a couple of ordinances to help improve our approval process while maintaining appropriate reviews
 - Docks across Marsh when approved by DNR.
 - Clarification of HPC Ordinance.
 - Ordinance clarifying temporary structures.
- Newspaper Kiosks: Mr. Canning raised this question. This will be addressed under the Streetscape project working in cooperation with the publishers and proper review of proposed design by HPC.

Fire Department

- Emergency Management Action plans are being updated for the City.
- Chief Horton and Chief Hatch serve on the Radio review Committee. I will ask for an update briefing for the second meeting in June.
- May apply for Emergency readiness grant funding for generators. Mark Cruz will need to apply.
- Touch a Truck is May 21st and has been tied into the National Kids to Park Day. We will have fire engine rides.
- FY 15 Homeland Security Grant for radios in the amount of \$32,500. Working on closing out grant.

- ISO rating lowered from a 4 to a 3. This provides a savings on homeowners fire insurance of about \$30 for a \$100,000 home. This will not take effect until renewal of insurance and rates are based upon your individual carrier.

Public Works

- **Solid Waste Fee Review:** Review of the increase of the solid waste fees will be completed in January 2017 for the Councils review.
- **Park Restroom Repair Update:** Project is complete. Final report on this project.
- **Water Meter Testing:** Grant of professional services has been awarded and testing is completed. Report received and a briefing will be made at the June 20th Council meeting.
- **Ready Street Drainage Project:** Waiting for Corps of Engineers Permitting. This project is in the Federal review process and awaiting determination. The Corps has forwarded additional questions for clarification and we are working with our engineer to provide a prompt response.
- **T-Project on Gateway Center:**
 - All documents have been submitted and awaiting authorization to “Let” the contract in August 2016.
- **Sewer Force Main Project: 8” to 12” line pipe** is a betterment project and the City has just received EPD approval. Funding authorization for GEFA is on the June 6 meeting agenda.
- **Route 40 and Spur 40 Mill and Overlay:** GDOT Project started on Monday, May 16 and all warning signs have been posted. Estimated completion time frame is end of August weather permitting. Updates provided on City web site every Friday. GDOT STIP Project (M004900).
- **Intersection of Haddock and St. Marys Rd. –** GDOT has increased their maximum contribution from \$75,000 to \$105,000 due to changes required by GDOT. Bids have been received and approval received from GDOT. Easement agreement with Kingsland has been approved. Funds have been received from GDOT and notice to proceed has been issued. Charlie Hester Construction is the successful bidder.
- **Pavilion Dock Project:** Sent out for rebid as no bids were received on the first round. Revised permit received on February 29. Will receive 75% of funding under State clean-out program for installation of boat pump out facility.
- **Gateway Project:** City has received bids for the plants to go on the median and planting of the palm trees along a portion of St. Marys Road. This project will be done in phases.

- Airport Fence and Coast Guard Security: Working with GDOTFAA to resolve a Coast Guard facility security concern regarding the airport fence. Met with GDOTFAA at the site and they will issue a letter authorizing the City to adjust the fence to meet the Coast Guard Security concern.
- Trolley Building – Doug Mauer from Habitat is the contractor, single source, slab has been completed. Attorney Moore is preparing easement with Methodist Church and Operations and Maintenance agreement with Kiwanis.
- Traffic Signal – Kings Bay and Hospital – Follow-up meeting held with Howard Sepp and Hospital engineers on May 2. Bobby Marr will meet with the hospitals traffic engineer. City staff has requested additional funds from LMIG and the hospital.
- Generator Bids: Bids were over budget. Georgia Power has a lease program that we will look at before rebidding the project. Possible funding through critical facilities emergency management fund may be available through a grant program.
- Parking Lot Storm Water Improvement: Church needs to complete their work and the City will complete the project. This will help alleviate the flooding problem in the Municipal parking lot.
- HODAG: Douglas Drive
 - Developed budget for Easements, Legal, Engineering complete.
 - Attorney is preparing letters for homeowners based on surveys and appraisals.
- LMIG Projects for July 1, 2016 through June 30 2017 are being developed by Mr. Marr based on the Street Survey completed by Transmap Corporation. This will also include repairs to St. Marys Street after final approval of Streetscape plan.
- Solid Waste Disposal Contract: Under review by Manager and Staff in order to provide a recommendation concerning the option to renew for an additional five (5) years.

GDOT State Transportation Improvement Plan Projects (St. Marys): Projects applied for by St. Marys or can be initiated by the State.

- Colerain Road widening project from West of I 95 to East of Kings Bay Road to start in 2017 (Project #0007414) \$27,713,546.
 - SR Spur 40- RRX Warning Device (Project 0009346) \$159,181.
 - St. Marys Ready Street to Waterfront Multi-Use Trail Phase III (Project 0010580) \$250,000. (City Request)
- Interstate 95 Exit 1 Improvement Requests from City to GDOT (City Request)

- Improved lighting at the intersection
 - Joint request submitted by Kingsland and St. Marys in April 2016.
- Improvements to exit ramps (City Request)
 - GDOT is conducting a traffic study in 2016 and 2017 as part of a preliminary review of the exit ramps and future improvements.

Grant Opportunities/Applications:

- NOAA Community Base Marine Debris Removal Grant: Jeff Adams. Will resubmit in October to obtain funding to remove sunken boats. Usually due by November 2nd. Due November 2.
- GDOT Roadside Enhancement and Beautification Grant: Bobby Marr : Need to look at for Route 40 and Spur 40.
- RTP Grant: Tabby Ruins – Will resubmit in December of 2016 if grant follows the same time line as the previous year. We will review on what we can do to improve our application.
- BIG Grant – September 26, 2017. DNR, City Staff, Engineer for the Gilman Dock.
 - DNR Permit being addressed.
- DNR Clean and Resilient Facility Grant: 75/25 for clean outs (Part of Pavilion improvements).
- DOD OEA – Applications accepted cyclically. Awarded funding for the Master Visioning Plan in the amount of \$75,000.00.
- Tiger Grant: Application submitted for a bike trail and trail head in April 2016. Total project would be approximately 2.6 million dollars. Bike trail from downtown St. Marys to Crooked River State Park.

Main Street/Economic Development

- Streetscape project moving forward. Awaiting draft conceptals so that a public meeting can be held in a charrette format to receive input on various options.
- TAD: All documentation was submitted to the State Department of Revenue. No further action required for approval or filing. Working on application process.
- Wayfinding: GDOT has concerns with the signs and is looking for alternatives. This project is ten years old. We are requesting if we could use these funds for other signage projects if the initial Wayfinding project cannot be completed, perhaps wayfinding signs in the Historic Downtown area. These are earmarked funds and that may not be possible.
- Walking Trail behind Aquatic Center: The trail is under construction by the PSA.

Maritime Matters:

Docks:

1. **MEETING STREET DOCK**: This is a DNR facility. They want to extend the aluminum at North River boat ramp to accommodate more vessels for temporary service dock usage. This is budget dependent.
2. **WHEELER STREET DOCK**: The DNR permit for this City dock and ramp is ONLY for launching and retrieving boats. There are to be no boats attached to this dock unless they are launching or retrieving. This is strictly enforced since the USCG uses this dock for their access to the water.
3. **DNR PIER and DOCK**: This is the dock directly behind the bait/snack shop that is also known as the kayak dock which connects to the “fireworks” dock. DNR is planning on providing two kayak cradles for easier access, see attached PDF. DNR has them ready to go but are checking to see if a permit modification is required.

kayak launch.pdf

They are going to re-deck the float with trex to match the walkway and finish the handrails after July 1st. Records indicate that the “fireworks” dock is owned by the City and predates the DNR/kayak dock. When the DNR/kayak dock was permitted, the “fireworks” dock was attached to the end of the floating portion of the DNR/kayak dock.

At present, the DNR dock is a 30 minute dock and the connecting fireworks dock is a 6 hour limit with no overnight docking.

4. **GILMAN/GATEWAY DOCK**: The DNR dock permit is active. It is a 72 hour limit, no live-aboard dock. It has a fixed and floating portion. Approval has been granted to allow the Peacemaker to stay at the dock, by DNR, for 2016. City has final authority. Working on a Boating Infrastructure Grant.
5. **PAVILION DOCK**: This dock wraps around the existing pavilion. The City has a request to DNR for the installation of cleats and a clean out facility on this dock. Permit has been received and the City is out to bids for the second time. DNR would fund 75% of the cost of installing the clean out facility for the boats.
6. **FISHING DOCK**: This dock is owned and maintained by DNR. This dock is for fishing only, with no provision for the docking of boats. Plans, if budget permits, are to re-deck and replace handrails with composite Trex type wood. Raise and shim walkway where pile has subsided.

7. **NORRIS MARSH WALK**: This structure is City owned and for observing the marsh and no physical changes are anticipated.
8. **LANG'S PIERS/DOCKS**: These are privately owned and the City has no authority over their operation. We do inspect to ensure they meet the minimum of the Building Maintenance Code.
9. **NPS DOCKS**: These are owned and operated by the National Park Service for the Cumberland Island ferries and the NPS work boats.
10. **BUOYS**: These are city owned and permitted in Florida.

Respectfully submitted,



John J. Holman, ICMA-CM
City Manager