



CITY OF ST. MARYS, GEORGIA

November 18, 2013

FIVE YEAR SHORT TERM WORK PROGRAM PUBLIC HEARING

4:00 P.M.

NEWLY ELECTED OFFICIAL'S OATH OF OFFICE

5:30 P.M.

PUBLIC HEARING

“New Alcohol License for McBlack, Inc. D/B/A McGarvey’s Wee Pub”

5:45 P.M.

CITY COUNCIL MEETING

6:00 P.M.

AMENDED AGENDA

I. CALL TO ORDER

II. INVOCATION: *Mayor William T. DeLoughy*

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

QUORUM: YES ___ NO ___

V. APPROVAL OF MINUTES: *November 4, 2013 Regular City Council Meeting Minutes*

VI. PRESENTATIONS:

CUMBERLAND ISLAND UPDATE: *(Fred Boyles)*

BOARD APPOINTMENTS (VACANCY):

1. St. Marys Airport Authority (Ray Hein)

2. St. Marys Convention & Visitors Bureau Authority (Dave Phillips)

OAK GROVE CEMETERY ANNUAL REPORT: *(Kay Westberry)*

VII. SET CONSENT AGENDA

VIII. APPROVAL OF THE AGENDA

IX. GRANTING AUDIENCE TO THE PUBLIC

X. OLD BUSINESS:

A. ICMA FIRE CONSOLIDATION UPDATE: *Councilmember John Morrissey .. TAB “A”*

- B. **ST. MARYS REDEVELOPMENT POWERS ACT RESOLUTION:** *Steve Crowell, Jr.*
Request approval of a resolution in support of a Bill to introduce legislation authorizing the City of St. Marys to exercise all Redevelopment Powers..... TAB “B”
- C. **MCGARVEY’S WEE PUB NEW ALCOHOL LICENSE:** TAB “C”
Council consideration to approve a new liquor license for McBlack, Inc. D/B/A McGarvey’s Wee Pub for the sale of beer, wine and liquor on-premise consumption with food
- D. **FIVE YEAR SHORT TERM WORK PROGRAM RESOLUTION:** TAB “D”
Roger Weaver
- E. **GAINES DAVIS UPDATE:** *Bobby Marr* TAB “E”

XI. **NEW BUSINESS:**

- A. **LIVE STREAM BROADCASTING CITY COUNCIL CHAMBERS:** *Steve Crowell, Jr.*
Request approval to acquire equipment and software to allow live streaming of City Council meeting TAB “F”
- B. **CODE ENFORCEMENT BUDGET ORDINANCE:** TAB “G”
Steve Crowell, Jr.
- C. **ALCOHOL LICENSE TRANSFERABILITY SECTION 10-13 ORDINANCE AMENDMENT:**
Attorney Gary Moore TAB “H”
- D. **CHAMP’S SPORTS BAR NEW ALCOHOL LICENSE:** TAB “I”
Request approval to advertise a public hearing for beer and wine license on-premise consumption with food for Kenneth Kelley D/B/A Champ’s Sports Bar
- E. **BOTTOMZ UP SALOON NEW ALCOHOL LICENSE:** TAB “J”
Request approval to advertise a public hearing for beer, wine and liquor license without food for D.C. Smith Enterprises D/B/A Bottomz Up Saloon
- F. **POINT PETER WASTE WATER TREATMENT PLANT SECURITY FENCE INSTALLATION BID AWARD:** *Bobby Marr* TAB “K”
- G. **PUBLIC WORKS EQUIPMENT OPERATOR POSITION:** *Bobby Marr* TAB “L”
Request permission to fill one full time vacant Equipment Operator position

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

- A. **CITY 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 COUNCIL MEETING
November 4, 2013
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, November 4, 2013 in the Council Chamber at City Hall.

PRESENT WERE:

Mayor William T. DeLoughy
Councilmember Jim Gant
Councilmember Sidney Howell
Councilmember John Morrissey
Councilmember Keith Post
Councilmember Nancy Stasinis

CITY OFFICIALS PRESENT:

Steven S. Crowell, City Manager
Jennifer Brown, Finance Director
Michele Wood, Planning Department
Donna Folsom, Human Resources Director
Chris Cox, Public Works Engineer
Robbie Horton, Fire Chief
Timothy Hatch, Police Chief

CALL TO ORDER:

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

APPROVAL OF MINUTES: *October 21, 2013 Regular City Council Meeting Minutes*

Councilmember Post made a motion to approve the October 21, 2013 Regular City Council meeting minutes. Councilmember Gant seconded the motion. Voting was recorded as follows:

FOR
Councilmember Gant
Councilmember Howell
Councilmember Morrissey
Councilmember Post

ABSTAINED
Councilmember Stasinis

PRESENTATIONS:

RECOGNITION OF SERVICE FOR COUNCILMEMBER GREG BIRD: *Mayor William T. DeLoughy*
(ADDED)

Mayor William T. DeLoughy presented Councilmember Greg Bird with a plaque as thank you for his many years of dedication, support and commitment to the City of St. Marys, her citizens and Camden County. City Council, citizens and City personnel joined Mayor DeLoughy in thanking Councilmember Greg Bird. Mr. Bird thanked the Mayor, Council, citizens and City personnel of St. Marys. Mr. Bird commented that it was an honor and pleasure to serve as an elected official in the City of St. Marys.

HOSPITAL AUTHORITY ANNUAL REPORT: *Frank Frasca*

Mr. Frasca gave a brief overview of the programs, activities and organizations that the Hospital Authority supports and funds. Mr. Frasca mentioned various items purchased for the St. Marys Library to assist them in serving people with visual and hearing impediments. Frasca commented that the Hospital Authority funded various activities at the St. Marys Senior Center like Zumba, Tai Chi, Senior Prom and the food program. Mr. Frasca presented Mayor DeLoughy with a \$25,000 check to fund the meal program at the St. Marys Senior Center. Mayor DeLoughy and City Council recognized and thanked members on the Hospital Authority for their dedication. The annual report is on file in the City Clerk's Office.

ST. MARYS CONVENTION AND VISITORS BUREAU ANNUAL REPORT: Donna Asbell

Ms. Asbell commented on goals the CVB was able to accomplish in a year. Ms. Asbell commented on the purchase of a new trolley, creation of a new website and improved social media marketing. Ms. Asbell thanked the Mayor and Council for their monetary support. Ms. Asbell commented on the monthly monetary savings (which will be redirected to marketing) with the move to the Ward Hernandez Building. The Mayor and Council recognized and thanked members on the CVB Board for their dedication. The annual report is on file in the City Clerk's Office.

BOARD ANNOUNCEMENTS (VACANCY):

1. *St. Marys Airport Authority (Ray Hein)*
2. *St. Marys Convention & Visitors Bureau (Dave Phillips)*

Mayor DeLoughy announced the upcoming vacancies for the St. Marys Airport Authority and St. Marys Convention & Visitors Bureau.

SET CONSENT AGENDA (*):

Councilmember Post made a motion to approve the consent agenda as New Business A, B, C, F, G, I and J. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

Councilmember Post made a motion to approve the agenda with the deletion of item E in New Business. Councilmember Post withdrew his motion. Councilmember Post made a motion to approve the agenda with the deletion of item E and moving item K as #1 under New Business. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

GRANTING AUDIENCE TO THE PUBLIC:

Kay Sullivan, 835 Devon Drive: Mrs. Sullivan thanked Councilmember Greg Bird for his years of service and dedication to the City.

OLD BUSINESS:

A. VEHICLE PARKING (RESIDENTIAL & RIGHT-OF-WAY) #3 WORK SESSION DATE REQUEST:

Roger Weaver

Request permission to schedule a third Vehicle Parking Work Session

The Mayor and City Council set the 3rd Vehicle Parking (Residential & Right-of-Way) Work Session for Monday, December 2, 2013 at 4:30 p.m.

NEW BUSINESS:

1. MCGARVEY'S WEE PUB NEW ALCOHOL LICENSE: (ADDED & MOVED)

Request approval to advertise a public hearing for beer, wine and liquor license with food on premises

Councilmember Stasinis made a motion that McBlack, Inc. be allowed to continue operation on their old alcohol beverage license pending the Public Hearing on November 18, 2013 for a new license and authorize the City Attorney to prepare an amendment to the Alcohol Beverage License Ordinance to this effect. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

A. WINDING RIVER PHASES 1 AND 2 DEEDS (RIGHT-OF-WAYS) (*): Bobby Marr

Request approval to accept deeds for rights-of-ways and improvements within Winding River Subdivision Phases 1 and 2

Councilmember Post made a motion to approve accepting the deeds (right-of-ways) and improvements within Winding River Subdivision Phases 1 and 2. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

B. FIREFIGHTER POSITION (*): Robby Horton

Request permission to fill one full time vacant Firefighter position

Councilmember Post made a motion to approve hiring one full-time Firefighter to fill a vacancy at the St. Marys Fire Department. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

C. 2014 MUNICIPAL COURT CALENDAR (*): Shavon Gibbs

Approval of the proposed 2014 Municipal Court Schedule

Councilmember Post made a motion to approve the 2014 Municipal Court Schedule. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

D. SPECIAL USE PERMIT FOR BOBBIE SANTS: Michele Woods

Ms. Bobbie Sants requests a Special Use Permit to locate a used car sales & towing business on Kings Bay Road

Councilmember Gant made a motion to approve the request for a Special Use Permit to locate a used car sales & towing business on Kings Bay Road. Councilmember Morrissey seconded the motion. Councilmember Gant moved for discussion and stated that the propose business keep with the overall aesthetics of Kings Bay Road to ensure the area looks attractive to visitors on the road. Councilmember Morrissey stated that concerns were raised about the overall appearance to visitors.

Councilmember Post stated that the Special Use Permit addressed the wetland issues and fence. Councilmember Post commented that all requirements had been met. Michele Wood (Planning Department) stated that the applicant wanted to ensure the exterior of the business was attractive. Mr. Crowell (City Manager) asked Council if they would like the applicant to explain his proposed project. City Council commented that it was not necessary. Voting was unanimous in favor of the motion.

E. CHEZ VICTORIA'S BISTRO & BREW NEW ALCOHOL LICENSE: (REMOVED)

Request approval to advertise a public hearing for beer and wine license with food on premises

F. ST. MARYS AIRPORT ENGINEERING FIRM SELECTION (*): Jennifer Brown

Request approval of engineering firm (Roberts and Company) selected by the Airport Authority

Councilmember Post made a motion to approve the selected engineering firm of Roberts and Company by the Airport Authority. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

G. PROPERTY TAX REFUND REQUEST-MOECKEL PLACE HOMEOWNERS ASSOCIATION COMMON PROPERTY (*): *Jennifer Brown*

Property Tax Refund request of \$258.60 for "common property" from Moeckel Place Homeowner's Association for tax years 2009-2012

Councilmember Post made a motion to approve the Property Tax refund request from Moeckel Place Homeowner's Association for tax years 2009-2012 in the amount of \$258.60. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

H. PROPERTY TAX REFUND REQUEST-SUGARMILL PLANTATION CLUB AND POOL COMMON PROPERTY: *Jennifer Brown*

Property Tax Refund request for "common property" from Sugarmill Plantation Club and Pool for tax years 2009 and 2010

Councilmember Gant made a motion to approve the Property Tax refund request from Sugarmill Plantation Club and Pool Common Property for tax years for 2009 and 2010 in the amount of \$1,504.36 (2009-\$752.18 & 2010-\$752.18). Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

I. BUDGET ORDINANCE-WARD HERNANDEZ BUILDING IMPROVEMENTS (*):

Jennifer Brown

Amend the FY2014 Budget in the amount of \$15,000 for Ward Hernandez Building

Councilmember Post made a motion to approve amending the FY2014 Budget for Ward Hernandez Building Improvements in the amount of \$15,000. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

J. BUDGET ORDINANCE-OAK GROVE CEMETERY CAPITAL IMPROVEMENT FUNDS (*):

Jennifer Brown

Amend the FY2014 Budget in the amount of \$3,100 for Oak Grove Cemetery

Councilmember Post made a motion to approve amending the FY2014 Budget for Oak Grove Cemetery for Capital Improvement Funds in the amount of \$3,100. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. FINANCE DIRECTOR'S REPORT: *Jennifer Brown*

The Finance Director presented the third month financial report on revenues and expenditures for the General, Tourism, SPLOST, Water & Sewer, Solid Waste, and Aquatic Center Funds for FY 2014. A copy of the report is attached as part of the official minutes.

B. CITY CALENDAR: City Clerk

The City Clerk announced upcoming events, activities and meetings up to November 18, 2013.

REPORT OF MAYOR:

Mayor DeLoughy commented on his attendance at the Southeast Georgia Health System building dedication. Mayor DeLoughy commented on the informative Redevelopment Powers presentation at 4:30 p.m. which would attract businesses to St. Marys. Mayor DeLoughy also spoke about the World War II Memorial Submarine Veteran's event he attended in honor of those who gave so much for America. Mayor DeLoughy mentioned the Economic Development

event he attended which highlighted St. Marys. He commented the tour allowed businesses and state officials to have a first-hand view of St. Marys. Mayor DeLoughy also gave a brief overview of his meeting with the Joint Development Authority (JDA) and their perspective on Economic Development for the City. Mayor DeLoughy stated a proposal would be forthcoming.

GRANTING AUDIENCE TO THE PUBLIC:

There were no public comments.

MAYOR AND COUNCIL COMMENTS:

Councilmember Post thanked Angela Wigger (Tourism Director) for her hard work with marketing for the World War II Submarine Veterans Memorial event and the posting of welcome signs in various businesses in St. Marys. Councilmember Post stated that over 300 visitors attended the event with twenty-five World War II Submarine Veterans attending including one that turned 90 years old. Councilmember Gant stated that the memorial was moving and that their generation is America's greatest. Councilmember Gant also commented on the fantastic performance by the Navy Band and Volume One.

CITY MANAGER'S COMMENTS:

The City Manager gave a brief overview of his attendance at the Georgia City County Management Association which was held in Douglasville, Georgia. He also mentioned the police Zombie Run and the Police ICMA Study presentation scheduled for Thursday, December 5th at St. Marys Elementary School. Mr. Crowell mentioned that the St. Marys Earthkeepers Recycling event held at St. Marys Aquatic was a success with over 150 cars bringing recyclable items.

Mr. Crowell stated that Standard & Poors (independent rating system) issued the City their AA Stable rating on the water/utility bonds which is excellent. Mr. Crowell stated they wrote positive comments in the write-up citing good financial stability of the City, fiscal management and leadership by the Mayor and City Council.

Councilmember Morrissey commented on his attendance at the Coastal Regional Commission Economic Development seminar in Darien, Georgia and the useful information presented. Councilmember Morrissey also stated that voting will take place at St. Marys Elementary School instead of Union Hall.

EXECUTIVE SESSION:

There was no "Executive Session" at this time.

ADJOURNMENT:

Councilmember Stasinis made a motion for adjournment. Councilmember Post seconded the motion. Mayor DeLoughy declared the meeting adjourned at 6:41 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk

*St. Marys Airport Authority
Appointment*

15 November 2013

St. Marys Mayor and City Council:

I would like to volunteer for appointment to the St. Marys Airport Authority. I was a member of the Authority from 1994 to 2009 and served as Authority Chair for a total of six years. I am also the Aircraft Owners and Pilots Association (AOPA) Airport Support Network representative for the St. Marys Airport and a member of the Georgia Airport Association. I attended all state required airport anti-terrorism and security training and I have worked closely with both the FAA and the Georgia DOT in planning and executing airport improvement projects.

I retired after thirty years as a civilian employee of the Navy in the technical and personnel management fields. I firmly believe that it is critical to both our community and to our national defense that our airport is operated in a manner that poses no security or safety threat to SUBASE.

It is important to have experienced members who are familiar with FAA regulations and practices on the Authority, especially as the city continues to face the questions and logistics of possible airport relocation. I believe that the Airport Authority should stand willing to assist and work with the city, the Navy, and other agencies in any way possible for the future growth and utilization of the airport, no matter where it is located.

I thank you considering my request for appointment.

Respectfully submitted,

Richard Russell
93 Wright Street
St. Marys, GA 31558

*St. Marys Convention &
Visitors Bureau Appointment*



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 11/14/13

Board interested in serving on: _____

Name: JAYSHREE RANA

Address: 2710 Osborne Road

City, State, and Zip: Saint Mary's, GA 31558

Contact Phone Numbers: 912-467-2790

E-mail Address: jr@cumberlandislandinn.com

Describe your current qualifications for the position including education, skills, abilities, and work experience:

Owned and operated Hotels since 1998
and worked at Banks. Masters with
Psychology.

Describe why you are interested in serving on this board?:

Being an local Hotel operator would contribute
and facilitate the visitors in town and
promote the local events.

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

None.

Signature: Jayshree Rana

* Please submit application to: City Clerk's Office, 418 Osborne Street, St. Marys, Georgia 31558



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 11/15/2013

Board interested in serving on: CUB BOARD

Name: SUGANDHA YADAV (SUGAR)

Address: 166 AUSTIN RYAN DRIVE

City, State, and Zip: KINGSLAND, GA 31548

Contact Phone Numbers: 912 227 1082

E-mail Address: sugandhakumari@gmail.com

Describe your current qualifications for the position including education, skills, abilities, and work experience:

MBA FROM GEORGIA SOUTHERN UNIVERSITY
RESULT ORIENTED, ANALYTICAL SKILLS & STRONG WORK
10 YEARS OF EXPERIENCE AS A SMALL BUSINESS OWNER. ^{ETHICAL}

Describe why you are interested in serving on this board?:

I OWN A SMALL BUSINESS IN ST. MARY'S (LUMBERLAND
KINGS BAY LODGE). I WANT TO SERVE ON THIS BOARD
SO I CAN LEARN MORE AND PROMOTE TOURISM IN
ST. MARY'S.

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

NO

Signature: Sugandha

* Please submit application to: City Clerk's Office, 418 Osborne Street, St. Marys, Georgia 31558

Old Business

CITY COUNCIL MEETING

November 18, 2013

TITLE: Resolution in Support of Legislation to Exercise Redevelopment Powers.

PURPOSE: To authorize requesting state legislators to implement the actions necessary to exercise and implement redevelopment powers for the City of St. Marys.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS; City Council has had several educational/informational sessions on the Redevelopment Powers Act, including discussions at City Council meetings. The attached resolution will authorize the city to proceed with the necessary steps to implement redevelopment powers, including working with state legislators to adopt legislation authorizing a referendum in St. Marys to implement redevelopment powers.

One objective of implementing redevelopment powers was to have such powers available as a "tool" for economic development. Adoption of redevelopment powers does not necessarily mean that a tax allocation district will be established consistent with those redevelopment powers. There are still several opportunities for decisions by the City Council to determine the final implementation of any powers associated with the Redevelopment Powers Act implementation.

Department Director: _____

City Manager:  _____



RESOLUTION #2013-_____

RESOLUTION IN SUPPORT OF A BILL TO INTRODUCE LEGISLATION AUTHORIZING THE CITY OF ST. MARYS TO EXERCISE ALL REDEVELOPMENT POWERS

WHEREAS, the City of St. Marys, Georgia has pursued a series of innovative planning initiatives in an effort of responding to growth in the community; and.

WHEREAS, the City of St. Mary, Georgia seeks to expand its set of implementation tools, and qualify for a range of existing state and federal financing powers and create additional financial incentives for redevelopment; and

WHEREAS, the City of St. Marys, Georgia has held several public informational/educational meetings at which the public had an opportunity for input; and

WHEREAS, the City of St. Marys, Georgia wishes to undertake and carry out community redevelopment within the meaning of and as fully permitted under the provisions of the Constitution of the State of Georgia, and to authorize the City of St. Marys to exercise redevelopment powers as fully as the "Redevelopment Powers Law" may now or hereafter permit; and

WHEREAS, the St. Marys, Georgia City Council considers it appropriate for St Marys residents to vote on the merit of having redevelopment powers authority available within portions of the City of St. Marys, Georgia; and

WHEREAS, the City of St. Marys, Georgia requests to have legislation introduced at the regular 2014 session of the General Assembly of Georgia to exercise all redevelopment powers within its corporate municipal limits; and

BE IT HEREBY RESOLVED, that the Council for the City of St. Marys, Georgia unanimously supports the introduction of said legislation empowering the City of St. Marys, Georgia to invoke redevelopment powers under the Constitution of the State of Georgia under O.C.G.A. Chapter 44 of Title 36.

NOW, THEREFORE BE IT FURTHER RESOLVED, that this resolution be effective upon adoption.

This, the 18th day of November 2013.

CITY OF ST. MARYS, GEORGIA

William Deloughy, Mayor

Deborah Walker-Reed, City Clerk

CITY COUNCIL MEETING

November 18, 2013

TITLE: McBlack, Inc. D/B/A McGarvey's Wee Pub

PURPOSE: Council consideration to approve McBlack, Inc. D/B/A McGarvey's Wee Pub new Alcohol License for the sale of beer, wine and liquor with food on premise consumption.

RECOMMENDATION: Having met all requirements, staff recommends approval of a new 2013 Alcohol License.

HISTORY/ANALYSIS: At the last meeting, City Council approved advertising for a public hearing which was duly posted in the Tribune & Georgian, and held prior to this evening's council meeting. Mr. William Zachary Briers, Jr. and Mr. Daniel Black (McBlack, Inc.) are leasing 2603 Osborne Road, Suite P to conduct business as a restaurant and bar.

Department

Director:



City

Manager:





City of St. Marys, Georgia
418 Osborne Street
St. Marys, GA 31558



20 13
YEAR

APPLICATION
ALCOHOL BEVERAGE LICENSE

TYPE OF LICENSE

		<u>ON-PREMISE</u>		<u>OFF-PREMISE</u>	
BEER & WINE Food	\$ 1,100.00	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food	<input type="checkbox"/> With Food	<input type="checkbox"/> Without
SPIRITUOUS LIQUOR Food	\$ 1,650.00	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food	<input type="checkbox"/> With Food	<input type="checkbox"/> Without
BEER/WINE/LIQUOR Food	\$ 2,750.00	<input checked="" type="checkbox"/> With Food	<input type="checkbox"/> Without Food	<input type="checkbox"/> With Food	<input type="checkbox"/> Without
PRIVATE CLUBS	\$ 550.00	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food		
TEMPORARY DAILY	\$ 110.00	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food	(Two days per year.)	

Before the undersigned attesting officer, duly authorized by law to administer oaths, personally appeared the undersigned applicant for a license or permit for the sale of alcoholic beverages in the City of St. Marys, Georgia, and, being first duly sworn, on oath, states that the information given, statements made, and questions answered in this application are true and correct:

1. State the official name which the business or establishment to be licensed will be conducted:

McGarvey's Wee Pub / mcBlack inc.

2. If natural person(s), state the name(s), Social Security number(s), telephone number(s), mailing address (es), and birth date(s) of all applicant(s) and/or owner(s) of business to be licensed:

William Zachary Briers JR. (704-967-5699 cell) (912-467-4763 work)
(Social) [REDACTED] 265 Laurel Landing Blvd Kingsland, GA 31548
DOB- [REDACTED]

3. If applicant is a partnership of any kind, state the names, Social Security numbers, telephone numbers and mailing addresses of all members of the partnership:

N/A

4. If Applicant is a corporation, state the following:

- (a) Shareholders' names, Social Security numbers, telephone numbers, and addresses:

William Briers JR. [REDACTED] (704-967-5699)
265 Laurel Landing Blvd Kingsland GA 31548
Daniel V Black [REDACTED] (912-399-4882)
113 Great St Brunswick, GA 31520

(b) Officers' names, Social Security numbers, telephone numbers, and addresses:

President: Garrett J. Black [redacted] cell 912-399-4882
113 Great Street Brunswick, GA 31520

Vice President:

Secretary:

William Zedney Biers Jr. [redacted] (cell 704-962-5699)
265 Laurel Landing Blvd Kingstow, GA 31548

Treasurer:

William Zedney Biers Jr. [redacted] (cell 704-962-5699)
265 Laurel Landing Blvd Kingstow, GA 31548

(c) Members of Board of Directors names, Social Security numbers, telephone numbers and addresses:

Board Member:

N/A

Board Member:

N/A

Board Member:

N/A

Board Member:

N/A

5. State the name(s), Social Security number(s), telephone number(s), and mailing address (es) of any persons or entities, other than those named above, who will have any financial interest or beneficial ownership interest in the establishment or business to be licensed:

N/A

6. State the name(s), Social Security number(s), and mailing address (es) and birth date(s) of each person who will manage the establishment or business to be licensed:

William Zachary Brigg Jr. [REDACTED]
265 Laurel Landing Blvd Kingsland, GA 31548 [REDACTED]

7. State whether or not the above-named manager(s) has ever been convicted of a crime or has ever been the subject of an alcoholic beverage license suspension or revocation by the State of Georgia or any other city or jurisdiction:

N/A

8. If the response to the preceding was in the affirmative, state the date, nature, and name of said revoking or suspending body or agency:

N/A

9. State whether or not the applicant and/or any of the officials, entities, or persons named above have ever been convicted of violating any ordinance, regulation, or law of any jurisdiction with regard to the sale or distribution of alcoholic beverages:

N/A

10. If your response to the preceding was in the affirmative, give a detailed description of such violation, including the name of the jurisdiction where the violation occurred:

N/A

11. State whether or not the applicant and/or any of the officials, entities or persons named above have ever been the subject of a suspension or revocation proceeding which regard to any alcoholic beverage license or permit:

N/A

12. If the answer to the preceding was in the affirmative, state a detailed description of such adverse administrative action and the name of the jurisdiction wherein such action occurred:

N/A

13. State whether or not any of the individuals or entities identified above has been convicted of any crime and, if so, state a detailed description which includes the nature of the offense, date of conviction, and name of the jurisdiction:

Other owner (minority - Mr. Black) - No CHARGES WITHIN 10 yrs

14. If applicant or any of the individuals or entities named above holds an alcohol beverage license from any other jurisdiction or from the State of Georgia, state the name of each such jurisdiction and of the licensed location for any State license or attach a copy of each such license to this application:

N/A

15. State the physical address of the location to be licensed:
2603 Osborne Rd. St Marys GA 31558 Suite N+P

16. If the location for which the license is sought has been or is now licensed, state the name of the business or establishment, and the name of the licensee:
McBLACK Inc DBA McBarveys WEE PUB under George Kelle

17. State the nature of the business to be conducted at or upon the location to be licensed (i.e., restaurant, convenience store, lounge or bar, pool hall, etc.):
Restaurant

The undersigned hereby stipulates and states that all statements given in this application are true and correct and made for the purpose of inducing aforesaid City to issue or renew said alcoholic beverage license(s). Applicant further states this document is sworn to and subscribed hereto with the full knowledge that any statement herein, given falsely shall constitute perjury and may result in the revocation of the license granted or the refusal to grant such license. The applicant agrees to comply and abide by the City's Alcoholic Beverage Ordinance.

Applicant further acknowledges that application must be fully completed at the time of filing and that applications may not be supplemented, amended, or revised after filing with the Clerk, except to correct misspelling or names.

APPLICANT HEREBY AGREES AND CONSENTS PURSUANT TO PUBLIC LAW 93-579 OF THE PRIVACY ACT OF 1974, THE DISCLOSURE OF INFORMATION OBTAINED IN THIS APPLICATION MAY BE SUBMITTED TO ANY AGENCY OF THE CITY, COUNTY, STATE, AND FEDERAL GOVERNMENT FOR THE PURPOSES OF OBTAINING THE NECESSARY INFORMATION TO PROCESS THE APPLICATION.

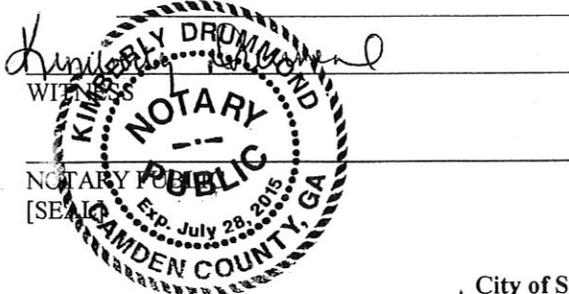
Sworn to and subscribed to this 4th day of November, 20 13

William Brios Jr.

William Brios Jr

[Signature]

APPLICANT(s)



City of St. Marys, Georgia
Date application and check received City: 11/4/13 City Clerk: [Signature]



CITY OF ST. MARYS
418 OSBORNE STREET
ST. MARYS, GEORGIA 31558
TELEPHONE: 912-510-4041
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 McBlack, Inc. D/B/A McGarvey's Wee Pub at 2603 Osborne Road, Suite P, 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, November 18, 2013 at 5:45 p.m. in the Council Chamber 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: November 7th & 14th, 2013

STATE OF GEORGIA

Secretary of State
Corporation Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, Brian P. Kemp, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

McBlack, Inc.

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **December 21, 2011** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on December 21, 2011

A handwritten signature in black ink, appearing to read "B. P. Kemp". The signature is fluid and cursive, written over a white background.

Brian P. Kemp
Secretary of State

Shopping Center: Kings Bay Village
2603 Osborne Rd.
St. Marys, GA 31558

Lease No. weepub.001

Page 1

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease"), made and entered into as of July 30th, 2010, (the "Effective Date") by and between

St. Marys Property, LLC
PO Box 50910
Jacksonville Beach, FL 32240
Telephone #: (904) 270-1970
Facsimile #: (904) 270-1972
(herein "Landlord"), and

Daniel Black and George Kelley
d/b/a Wee Pub
2603 Osborne Rd., Suites N, O, & P
Telephone: (912) 275-3883
Facsimile #: ()
Taxpayer Identification #: _____
(herein "Tenant").

W I T N E S S E T H:

For and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant leases, rents and accepts from Landlord the Premises, as hereinafter defined.

ARTICLE 1. DEFINITIONS AND EXHIBITS

1.1. DEFINITIONS. In addition to other terms which are elsewhere defined in this Lease, each of the following terms when used in this Lease with an initial capital letter shall have the meanings set forth in this paragraph 1.1, and only such meanings, unless such meanings are expressly limited or expanded elsewhere in this Lease:

(a) "Additional Rent" Those fees, charges and reimbursements identified herein as "Additional Rent" together with all costs, payments and expenses for which Tenant is obligated under this Lease (other than Base Rent), together with any applicable sales and use taxes thereon.

(b) "Base Rent": Rental payable by Tenant for the Premises during the Lease Term, as the same may be extended or renewed in accordance with the terms of this Agreement. Base Rent for the First Lease Year as the same may be thereafter adjusted in accordance with the provisions of this Lease. The Base Rent for the First Lease Year shall be TWENTY SIX THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS AND FIFTY CENTS (\$26,383.50) together with applicable sales and use taxes for the relevant jurisdiction(s) in which the Premises are located. Base Rent shall be adjusted automatically, beginning on the first annual anniversary of the Commencement Date and on the first day of each Lease Year thereafter as set forth in paragraph 2.4 below.

(c) "Calendar Year": Each annual period from January 1 through December 31.

(d) "Capital Expenditure" Any repair, replacement or other expenditure to the Shopping Center and or Premises, which pursuant to Generally Accepted Accounting Procedures consistently applied (i.e., GAAP) would be amortized over more than one year rather than expensed in a single year.

(e) "Claims": Any and all liabilities, obligations, losses, demands, penalties, actions, suits, claims, damages, liens, judgments, expenses, disbursements, obligations (including without limitation attorneys' fees and paralegal fees and expenses through appeal related thereto).

(f) "Common Areas": The parking areas, driveways, sidewalks, landscaped areas, fountains, pools and similar water-based landscape features, outdoor music, monument tower, and other common areas of the Shopping Center as they are or may be from time to time constituted.

(l) "Exhibits": The Exhibits enumerated below and annexed to this Lease are incorporated in this Lease by this reference and are to be construed as part of this Lease:

(m) "Expiration Date": The date of natural expiration of the Term of this Lease, as the same may be extended from time to time in accordance with the provisions of this Lease, unless sooner terminated or extended.

(n) "First Mortgage": Any Mortgage which now or hereafter has a first priority over all other Mortgages encumbering the Premises in favor of an institutional lender.

(o) "First Lease Year": The Lease Year commencing on the Commencement Date and concluding twelve months thereafter.

(p) "Hazardous Substance": Any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as toxic or hazardous under any Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Superfund Amendment and Reauthorization Act of 1986, and all laws that are similar thereto.

(q) "Initial Payment": A total of EIGHT THOUSAND FIVE HUNDRED SIXTY DOLLARS AND NINETY SEVEN CENTS (\$8,560.97), which represents the first monthly installment of rent and estimated CAM (\$2,642.79), last monthly installment of rent and estimated CAM (\$2,918.18) and Security Deposit (\$3,000.00) to be paid on Effective Date.

(r) "Insurance": Liability and rents and fire and extended coverage insurance premiums for the Premises.

(s) "Invitees": Employees, agents, servants, assignees, subtenants, invitees, licensees, customers, visitors, concessionaires and contractors.

(t) "Landlord Group": Landlord and Landlord's members, mortgagees, managers, agents, servants, employees, officers, attorneys, shareholders and directors.

(u) "Landlord Repairs": To the extent the same are Capital Expenditures, all necessary structural repairs, including without limitation necessary roof repairs, necessary structural repairs to the exterior walls and interior load bearing walls, floors, and foundations of the Premises. Landlord Repairs shall also include repairs to the remainder of the Shopping Center in which the Premises are located reasonably necessary to Tenant's use and occupancy of the Premises. Landlord Repairs shall specifically exclude any repair, replacement, rebuilding, painting, whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary; (i) made necessary by or arising out of any act or omission or negligence of Tenant or any Invitees of Tenant, or (ii) which is designated in this Lease as a Tenant Repair.

(v) "Landlord's Work": All those certain alternations and improvements described in Exhibit C.

(w) "Laws": All zoning ordinances, laws, statutes, ordinances, orders, regulations, directives, rules or requirements of all federal, state, city, county or other governmental, public or quasi-public authorities, bodies, boards or agencies, or all departments or bureaus thereof, now existing or hereafter created having jurisdiction over the Premises or any part thereof, including, without limitation, all building, zoning, environmental, health and fire-safety laws, the Americans with Disabilities Act of 1990, the Occupational and Safety and Health Act of 1970, and all laws related to Hazardous Substances, including all amendments thereto and all regulations promulgated thereunder.

(x) "Lease Term": The term of this Lease shall be for a period of SIXTY (60) months commencing on the Commencement Date, and, unless sooner terminated as hereinafter provided, shall terminate at midnight on the date which is SIXTY (60) months following the Commencement Date.

(y) "Lease Year": Each and every successive twelve (12) month period during the Lease Term, beginning with the first day of the month in which the Commencement Date falls and continuing for each successive twelve (12) month period thereafter during the Lease Term and any extensions or renewals thereof.

(z) "Mortgage": Any mortgage, deed of trust or security deed encumbering the Premises to an institutional lender or governmental agency.

(aa) "Mortgagee": Any holder of a Mortgage.

(bb) "Operating Expenses" or "CAM": All expenses payable with regard to the Lease Term and actually paid by Landlord for the maintenance and operation of the Shopping Center and associated parking and common areas, including but not limited to management fees, utility expenses (if not separately metered), maintenance and repair costs, water, sewer, landscaping, fountains, pools and similar water-based landscape

other costs associated with Landlord's financing;

(5) depreciation allowance or expense;

(6) legal fees and expenses incurred in the enforcement of the lease obligations of other tenants in the Shopping Center; or

(7) any other expenses associated with ownership (as opposed to operation) of the Shopping Center.

(ii) The term "CAM" shall only include management fees, expenses and charges payable to Landlord to the extent the same do not exceed the amount of management fees, expenses and charges chargeable by national commercial firms managing real property of similar type and class as the Premises in the general geographic area in which the Premises are located.

(iii) The term "CAM" shall only include wages and fringe benefits payable to employees of Landlord whose duties are connected with the operation and maintenance of the Shopping Center and associated parking and common areas to the extent of their actual service to the Shopping Center. In the event any employee of Landlord shall provide services to more than the Shopping Center, the amount of such wages and fringe benefits payable as an Operating Expense shall be prorated as to the actual time spent by such employee in providing services to the Shopping Center.

(iv) The Term "CAM" shall also include Tenant's share of Taxes and Insurance payable in accordance with the other provisions of this Lease.

(cc) "Permitted Use" and "Permitted Trade Name" or "Use of the Premises". With regard to the Premises the operation of an **Irish Restaurant and Pub** under the trade name **Wee Pub**.

(dd) "Premises". That certain space located in the Shopping Center, more particularly described on Exhibit A attached hereto and incorporated herein, including, without limitation, use of associated parking areas, drive areas, landscape areas, loading areas and entryways, in common with other tenants of the Shopping Center, if any. Landlord and Tenant agree that the Premises will be comprised of approximately 2,600 square feet of under roof building square footage constituting Suite(s) O, P, and Q which size shall be conclusively deemed to be the under roof square footage of the Premises for all purposes under this Lease until and unless amended in accordance with a Commencement Date Notice. The term "Premises" as used herein shall include all stairwells serving solely the Premises and the same shall be included the determination of "under roof building square footage" of the Premises.

(ee) "Property". The real property on which the Shopping center is located, from time to time.

(ff) "Tenant's Proportionate Share". The ratio of under roof building square footage of the Shopping Center and under roof building square footage of the Premises, to wit: **3.41%**. Tenant's Proportionate Share shall be adjusted from time to time to reflect the actual under roof building square footage of the Shopping Center as the same then exists. Tenant's Proportionate Share is subject to change at Landlord's sole election following any Alterations to the Premises and/or the Shopping Center increasing or decreasing the area used to calculate Tenant's Proportionate Share. In the event any portion of the Shopping Center does not share in common in the use of any common areas or the benefit of any common services or facilities, Landlord may, but shall not be obligated to do so, adjust the under roof building square footage of the Shopping Center to remove such portion(s) of the Shopping Center from the calculation of Tenant's Proportionate Share as to such areas, services, expenses or costs, but include it for other areas, services, expenses or costs.

(gg) "Tenant's Work" means everything that must be done to open the Premises to the public for the Permitted Use, other than the Landlord's Work.

(hh) "Rent". All Base Rent, Taxes and Insurance and Tenant's Proportionate Share of all Taxes and CAM payable under this Lease.

(ii) "Rent Commencement Date". Shall mean one hundred twenty (120) days after the Commencement Date.

(jj) "Renovation Area". Shall mean the area that is increasing the size of the front portion of the Premises, which area is indicated in Exhibit E-1.

(kk) "Restoration Cost". The total cost to restore damage or destruction to the Premises.

(ll) "Security Deposit". The amount of **THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00)**.

(mm) "Shopping Center". Those certain improvements to real property located in Camden County, Georgia having a street address of **2603 Osborne Rd., St. Marys, Georgia** currently estimated to contain approximately 78,115 gross square feet of building area together with related parking areas, drive areas, landscape

commenced or completed during the Lease Term), as same may be extended or renewed; provided however, Tenant shall only be responsible for payment of installments of Taxes to the extent the same are allocable to or due and payable during the Lease Term.

(qq) "Tenant Default". The occurrence of any one or more of the following events or occurrences, each of which shall be deemed to be a material default and breach of this Lease by Tenant: (i) failure by Tenant to pay any payment of the full amount of Rent or additional rent or any other payment or reimbursement due hereunder within five (5) days of Landlord's demand herefore; (ii) Tenant fails to fully and punctually observe or perform any of the terms of covenants of this Lease within thirty (30) days of Landlord's demand herefore; or (iii) any representation, statement or warranty made by Tenant in this Lease, or in any information sheet or document furnished by Tenant or any guarantor hereof with respect to the net worth, liabilities, assets or financial condition of Tenant or any guarantor hereof, or any other matters, shall be or prove to be untrue or misleading when made, in any material respect. Provided, however, that with regard to non-monetary defaults which cannot reasonably be cured within such thirty (30) day period, Tenant shall not be in default so long as Tenant commences cure within such thirty (30) day period and continues such cure to conclusion.

(rr) "Tenant Delay". Any event or occurrence which delays the completion of the Landlord Work which is caused by or is described as follows:

- (i) special work, changes, alterations or additions requested or made by Tenant in the design or finish in any part of the Premises after approval of the plans and specifications or which requires reworking of the plans and specifications prior to approval
- (ii) Tenant's delay in submitting plans, supplying information, approving plans, specifications or estimates, giving authorizations or otherwise; or
- (iii) the performance by Tenant or any person engaged by Tenant of any work in or about the Premises prior to the Commencement Date.

(ss) "Tenant Repairs". All repairs, replacements, rebuilding, painting, cleaning and maintenance, foreseen or unforeseen, ordinary or extraordinary, structural or nonstructural to the Premises, to the extent not required to be made by Landlord under this Lease, and also specifically excluding repairs, restoration or other work occasioned by fire, windstorm, or other casualty or Condemnation, including without limitation:

- (i) to all trade fixtures and other fixtures and equipment belonging to Tenant or installed by Tenant in or on the Premises; and
- (ii) to all improvements and alterations to the Premises made by Tenant or for Tenant's use (whether or not Capital Expenditures); and
- (iii) all plate glass and frames in windows and doors serving solely the Premises; and
- (iv) all mechanical, electrical, plumbing and heating air conditioning and ventilation equipment or facilities: (1) located in the Premises; (2) serving solely the Premises; or (3) installed or provided by Tenant or for Tenant's use; and
- (v) the obligation on the part of Tenant, at its sole cost and expense, to provide maintenance contracts providing throughout the Lease Term regular periodic service and maintenance on the heating, air conditioning and ventilation systems serving the Premises or located therein; and
- (vi) the obligation on the part of Tenant, at its sole cost and expense, to remove all refuse and trash from the common areas adjacent to the Premises and to perform periodic cleaning and tidying (in supplement to scheduled maintenance thereof by Landlord) so as to keep the common areas in good order and to preserve the image of the Shopping Center as a professional and first class shopping center.

(tt) "Tenant's Work". The facilities, materials and work to be furnished, installed and performed in the Premises by Tenant as the same are approved in writing in advance by Landlord.

(uu) Utilities". All water, water pressure, gas, electricity, fuel, light, heat, power, telephone, sewage service, trash removal, sanitary charges and assessments, security protection, or any other utilities or services attributable to or servicing the Premises.

1.2. EXHIBITS. The following exhibits are attached hereto and incorporated herein by this reference.

- (a) Exhibit A. Site Plan and Designation of Premises
- (b) Exhibit B. Tenant's Work
- (c) Exhibit C. Landlord's Work

Commencement Date, Tenant shall pay monthly installments of Base Rent on the first day of each calendar month throughout the Lease Term, as same may be extended or renewed. Base Rent shall be adjusted automatically, beginning on the first annual anniversary of the Rent Commencement on the first day of each Lease Year thereafter, the Base Rent shall increase on an annual basis as set forth below:

Lease Year	Per Square Foot	Annual Base Rent	Monthly Installments of Annual Base Rent ¹
1	\$9.90	\$26,383.50	\$2,198.63
2	\$10.20	\$27,183.00	\$2,265.25
3	\$10.50	\$27,982.50	\$2,331.88
4	\$10.82	\$28,835.30	\$2,402.94
5	\$11.14	\$29,688.10	\$2,474.01

(a) If mailed, the Base Rent and all other payments under this Lease shall be mailed in sufficient time and with adequate postage thereon to be actually received by Landlord not later than the due date.

(b) A pro rata monthly installment of the Base Rent shall be due for the first month of the Lease Term if the Rent Commencement Date is a day other than the first day of a calendar month, and for the last month of the Lease Term if the Lease Term for any reason terminates on a day other than the last day of a calendar month.

(c) Following each adjustment of the Base Rent, all references herein to the Base Rent or monthly installments thereof shall be deemed to refer to the then current Base Rent as adjusted from time to time.

2.2. ADDITIONAL RENT. Tenant shall pay and discharge when the same shall become due, as an incidence of Additional Rent hereunder:

(a) All other amounts and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease (other than Base Rent), together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof;

(b) All costs and expenses associated with Tenant Repairs, except as may otherwise be provided in this Lease;

(c) The maintenance of all insurance (including, but not limited to, fire, broad-form extended coverage, rent, war risk, liability, products liability, flood, rent loss, theft, vandalism, etc.) covering the Premises, buildings, improvements and every other facility or property used or required or deemed necessary in connection with any of them in the manner and limits set forth in this Lease;

(d) Taxes;

(e) All utility charges payable for and on account of the Premises from and after the Commencement Date;

(f) Tenant's Proportionate Share of CAM.

2.3. RENT PAYMENT TERMS.

(a) If any installment of Base Rent, Percentage Rent, Additional Rent or other charges, impositions, payments or any other monies due under the terms of this Lease is not received by the fifth (5th) day of the month in which such installment is due, then in such event Tenant shall pay together with such installment or payment an administrative charge of either (i) ten percent (10%) of the total amounts then due or (ii) \$200.00 whichever is greater; and such administrative charge shall also then be considered an incidence of Additional Rent. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant. If any portion of the Rent is not paid by the tenth (10th) calendar day of the month in which it is due, then, in addition to any rights or remedies available to Landlord under this Lease:

(i) Landlord shall have the option to transfer Tenant's account to an attorney for collection, and in addition to the costs and charges described above, Tenant shall also be responsible for the payment of all associated legal expenses incurred as a result thereof; and

(ii) Tenant shall pay to Landlord without demand, as an incidence of Additional Rent, interest at the highest default rate allowed by law on all overdue amounts from the respective due dates thereof until paid to Landlord in full.

(a) Landlord's initial estimate of CAM for the First Lease Year is \$2.00 per square foot of the Premises, inclusive of Taxes and Insurance, to wit the sum of \$5,330.00, plus applicable sales and use taxes thereon which amount shall be subject to adjustment in accordance with the terms of this Lease.

(b) Within one hundred twenty (120) days after the end of each Calendar Year, Landlord shall send a statement of CAM to Tenant for the prior Lease Year providing in reasonable detail a statement of CAM actually paid by Landlord for the prior Lease Year along with the amount representing Tenant's Proportionate Share thereof. Tenant shall be given a credit against its share of future CAM payable for any overpayment of CAM that have been paid up to the time of the statement. If Tenant has underpaid, then the balance due shall be paid to Landlord by Tenant within thirty (30) days of the date of such statement. Tenant's obligations under this paragraph shall survive the expiration or sooner termination of this Lease.

(c) Each statement of CAM given by Landlord shall be conclusive and binding upon Tenant unless, within forty-five (45) days after Tenant's receipt thereof, Tenant shall notify Landlord that it disputes the accuracy of said statement. In such case, Tenant shall have the right, at its expense to audit said statement at the offices of Landlord at a time mutually agreeable to the parties within sixty (60) days of the request for audit. In the event Tenant's audit finds discrepancies in the statement of CAM provided by Landlord resulting in a net savings to Tenant in excess of ten percent (10%) of the total CAM for such Lease Year, then Landlord agrees to reimburse Tenant for the reasonable cost and expense of such audit incurred by Tenant (if any). In the event such audit results in a net savings to Tenant of 10% or less of the total CAM for such Lease Year, then Tenant agrees to reimburse Landlord for the reasonable cost and expense of such audit incurred by Landlord (if any). Failure of Landlord to submit a statement of CAM shall not waive any rights of Landlord hereunder, unless such statement is not submitted within one year from the end of the prior calendar year. Concurrent with the statement of CAM described above, Landlord shall also provide an estimate of the CAM for the next Lease Year and a statement of the estimated monthly installments of CAM payable by Tenant as additional rent under the terms of this Lease. Tenant's liability for Tenant's Proportionate Share of CAM shall commence on the Commencement Date and survive the expiration or sooner termination of this Lease.

2.5. SALES AND USE TAXES. Tenant shall pay as an incidence of Additional Rent hereunder any and all sales and/or use taxes in connection with any installment of Rent, which payment shall be paid to Landlord contemporaneous with the payment of said installment of Rent.

2.6. SECURITY DEPOSIT. Tenant has, simultaneously with the execution of this Lease, deposited with Landlord the Security Deposit. The Security Deposit represents security for the faithful performance and observance by Tenant of each and every term and covenant of this Lease. In the event of any Tenant Default, including, without limitation, the failure of Tenant to pay any Rent or other sum payable hereunder, Landlord may, but shall not be required to, use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent, or for any other sum which Landlord may expend or be required to expend by reason of or related to such Tenant Default, including, without limitation, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrue before or after summary proceedings, or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms and covenants of this Lease, the Security Deposit (or the balance thereof in the event Landlord has utilized any portions thereof) shall be returned to Tenant within thirty (30) days after the last to occur of (A) the Termination Date, and (B) physical delivery of possession of the entire Premises by Tenant to Landlord. Whenever and as often as the amount of Security Deposit shall be diminished by Landlord's application thereof, Tenant shall, within five (5) days after Landlord's request therefor, deposit additional money with Landlord sufficient to restore the Security Deposit to its original amount. The Security Deposit shall not constitute liquidated damages. No interest shall be payable to Tenant related to the Security Deposit. Landlord may commingle the Security Deposit with any of Landlord's other funds. In the event of sale or transfer of the Premises, or any cessation of Landlord's interest therein, Landlord shall assign any unapplied portion of the Security Deposit to the succeeding owner of the Premises, and from and after such assignment, Landlord shall be relieved of any liability with respect thereto, and Tenant shall look solely to such new owner for the return of the Security Deposit.

ARTICLE 3. PREMISES

3.1. PREMISES DEMISED. The Premises are demised and leased subject to all Laws, and the state of title of the Premises, and any statement of facts which an accurate survey may disclose, together with all easements, Mortgages, agreements, encumbrances, and all other liens, charges or other matters of any nature, recorded or unrecorded, affecting the Premises. Notwithstanding the definition or description of the Premises or the method of calculation of the square footage of the Premises and Tenant shall not attach or place anything on the roof or exterior walls of the Shopping Center without Landlord's prior written consent, which Landlord may withhold in its sole, but reasonable, discretion.

such insurance resulting therefrom, (E) any manner which produces, reproduces or transmits sounds which are audible outside the Premises, or any manner which emits an odor outside the Premises, (F) any manner which obstructs or encumbers the sidewalks or other common areas of the Premises used for ingress and egress, (G) any hazardous or wasteful manner, (H) any manner which exceeds the floor load which such floor was designed, or is permitted by Laws, to carry, or (I) any manner which generates, stores, treats, disposes of, installs or otherwise causes or permits any Hazardous Substance to be brought upon, or kept or used in or on the Premises in violation of applicable laws. Tenant shall not burn any materials or rubbish upon or in the Premises. Tenant shall, at Tenant's expense, keep the Premises free of rubbish, and in a clean and orderly condition.

3.5. ACCESS TO PREMISES. At reasonable times and upon reasonable advance notice to Tenant, Landlord shall be entitled to have access to the Premises for purposes of inspecting, examining, showing or displaying the Premises, or for making any repairs thereto or to the adjoining property, and also during the last one hundred eighty (180) days of the Lease Term (or commencing on such earlier date, if any, as Tenant advises Landlord that Tenant does not intend to extend or renew the Lease Term) for purposes of placing any "For Lease" notices on the Premises. No such notices shall be removed, molested or hidden by Tenant. Any reasonable exercise of Landlord's rights of entry or other action authorized by Landlord pursuant to this paragraph 3.5 shall not be deemed an actual or constructive eviction or disturbance of Tenant, nor shall Tenant be allowed any abatement of rent of any sort, or damages for any injury and inconvenience occasioned thereby. Nothing contained in this paragraph or elsewhere in this Lease shall obligate Landlord in any fashion under any circumstances to enter or inspect the Premises.

3.6. CONTINUOUS OPERATION. From and after the Rent Commencement Date, Tenant shall be obligated to occupy and to continuously operate a business for the Permitted Use from the Premises, except that Tenant may close for holidays, weekends, and with Landlord's prior written consent for periods of time as reasonably required and approved by Landlord in advance in writing for refurbishment or repairs to the Premises. Tenant's obligation to operate from the Premises is not contingent upon the operation of any other tenant or tenants in the Shopping Center.

3.7. QUIET ENJOYMENT. Tenant, upon paying the Base Rent and all other sums and charges provided for in this Lease, and in observing and keeping all covenants of this Lease on the part of Tenant to be observed and kept, shall quietly have and enjoy the Premises during the Lease Term, as same may be extended or renewed, without hindrance or molestation by anyone claiming by, through or under the Landlord. Tenant specifically agrees and acknowledges that it shall not be breach of Landlord's covenant of quiet enjoyment for the Shopping Center, portions thereof or other tenants' premises to be under construction or for there to be construction-related activity, construction-related noise and construction related dust and debris (collectively "Construction Conditions"). Tenant hereby waives any and all claims against Landlord or under this Lease for damages or expenses related to or arising from the existence of Construction Conditions.

ARTICLE 4. UTILITIES AND SERVICES

4.1. UTILITIES AND SERVICES. Tenant shall contract for all Utilities in Tenant's name and pay when due all costs, charges and deposits related to the hook-up, furnishing, consumption, maintenance and installation of all Utilities; provided, however, that Landlord shall be entitled, but not required, to pay any costs or charges for or related to any Utilities, whereupon such costs or charges, or Tenant's pro rata share of same, or Landlord's estimate thereof, together with an administrative fee equal to twelve (12%) percent of such amount, shall be payable by Tenant to Landlord upon demand, and shall constitute an incidence of Additional Rent hereunder. Landlord shall have no liability to Tenant or any other party for any inadequacy, cessation or interruption of any Utilities, except to the extent the same arise from the gross negligence or intentional act or omission of the Landlord Group

ARTICLE 5. REPAIRS AND MAINTENANCE

5.1. TENANT REPAIRS. All Tenant Repairs shall be made promptly as and when needed by Tenant. Except for those items which are expressly defined as Landlord Repairs, Tenant shall keep and maintain the Premises and all buildings and improvements thereon and all portions thereof, throughout the Lease Term, as same may be extended or renewed, in their current "as-is" condition and repair, ordinary wear and tear, taking by condemnation and casualty damage excepted. All Tenant Repairs shall be performed at Tenant's sole expense. Tenant shall permit no waste, damage or injury to the Premises, or any part or system thereof. Tenant agrees at Tenant's sole cost and expense:

- (a) not to allow any offensive odors, noises, vibrations, or lights to emanate from the Premises;

(b) to maintain a regular professional program of pest control within the Premises.

in writing to Landlord or its property manager of Landlord any need for Landlord Repairs. Landlord shall have no liability to Tenant for its failure to make such repairs, prior to receipt of written notice of the same and the passage of a reasonable amount of time for Landlord's response.

5.4. **FIXTURES AND PERSONAL PROPERTY.** All trade fixtures and trade equipment installed in the Premises by Tenant and Tenant's personal property may be removed at any time by Tenant provided that Tenant is not in default in the performance of any obligations of Tenant hereunder, and further provided that Tenant shall, at Tenant's sole expense, simultaneously restore any damage to the Premises caused by such removal. All carpeting, floor covering and other fixtures and equipment installed in the Premises by Tenant shall, at the option of Landlord, be promptly removed by Tenant on termination of this Lease, whereupon Tenant shall promptly restore any damage to the Premises caused by such removal; provided, however, that in the event that Landlord does not so elect to cause Tenant to remove any of said carpeting, floor covering, fixtures or equipment, all of the same remaining on the Premises shall become the sole property of Landlord upon the termination of this Lease, without the necessity of further documentation.

5.5. **ALTERATIONS BY TENANT.** Tenant shall not alter the structure of the improvements on the Premises or any part thereof in any material respect without first: (A) submitting to Landlord written plans and specifications in reasonable detail of any proposed alterations, and (B) obtaining Landlord's prior written approval thereof, which consent shall not be unreasonably withheld, conditioned or delayed. All repairs to such alterations shall be Tenant Repairs. Any such alterations shall immediately upon installation become the property of Landlord and shall remain upon the Premises upon termination of this Lease unless Landlord at Landlord's option shall require the restoration of the Premises to the condition of a "vanilla box" (as specified by Landlord), in which event Tenant shall so restore the Premises prior to the Expiration Date. Upon Tenant's written request, Landlord agrees to advise Tenant at the time for Landlord's consent to any improvement or alteration whether or not Landlord will require removal of a specific alteration or improvement. All contractors performing work in and about the Premises for Tenant shall be duly licensed, bonded and insured and reasonable evidence thereof shall be provided to Landlord prior to the commencement of any work by Tenant.

5.6. **TENANT IMPROVEMENTS.** The parties contemplate that Tenant, at its sole cost and expense, shall make alterations and improvements to the Premises in preparation for the opening of business as part of the Tenant's Work. All improvements and alterations of the Premises shall be made only in strict accordance with the terms and conditions of this Lease. Those additional provisions concerning Tenant's Work attached hereto as Exhibit B are incorporated herein by this reference and are a material inducement to Landlord's decision to enter into this Lease. Within thirty (30) days of the Effective Date of this Lease, Tenant shall submit to Landlord for approval complete copies of all plans and specifications for Tenant's Work. Tenant's Work shall be performed in a good and workmanlike manner and in strict compliance with the plans and specifications approved in advance by Landlord.

ARTICLE 6. COMPLIANCE WORK.

6.1. Landlord shall, at all times during the Lease Term, as same may be extended or renewed, perform all Compliance Work which is applicable to the use of the Premises in generally, for retail uses and is not in any way related to Tenant's particular or specific use or occupancy of the Premises provided the same shall not arise from, (i) any Alterations to the Premises made by or on behalf of Tenant; or (ii) any Hazardous Substance which was placed in, on or upon the Premises or the Shopping Center by any party other than Landlord.

(a) Except with respect to those items of Compliance Work which are the responsibility of Landlord in accordance with the express terms of this Lease, Tenant shall not violate, nor take any action or fail to take any action which would result in Landlord, the Shopping Center, or the Premises being in violation of, any Laws, whether or not the Laws relate to or be for a period prior to the Commencement Date, or relate to or involve any extraordinary or ordinary, or structural or non-structural, Compliance Work of or to any structure upon or adjacent to the Premises, irrespective of whether the Laws or Compliance Work be of a kind that might be deemed to be now within the contemplation of Landlord and Tenant, and Tenant shall, at all times during the Lease Term, as same may be extended or renewed, promptly comply with (i) all provisions, recommendations and requirements of any fire, liability or other insurer affecting or covering the Premises and Development, or any part thereof, and (ii) all Compliance Work arising out of or related to Tenant's particular or specific use or occupancy of the Premises. Tenant shall, and does hereby, indemnify and hold harmless Landlord from and against all Claims arising out of or related to the obligations of Tenant hereunder for Compliance Work. Tenant shall promptly procure and thereafter maintain all licenses and permits, which are necessary or desirable to maintain and operate the business of Tenant in the Premises.

(b) Notwithstanding anything contained in this Lease to the contrary, in the event that the Landlord's obligation for Compliance Costs exceeds the aggregate sum of Annual Base Rent for the Lease Year in

benefit of Landlord, or (B) giving Tenant the right, power, or authority to act as agent of Landlord or on behalf of Landlord in causing, contracting for, or permitting any Work. LIENS AGAINST LANDLORD'S INTEREST IN THE PREMISES OR THE PROPERTY FOR IMPROVEMENTS MADE BY TENANT ARE EXPRESSLY PROHIBITED.

6.3. SIGNS. All Signs placed or maintained or caused to be placed or maintained upon any exterior door, roof, wall or window of the Premises or the Building, upon any window or door of the Premises shall be in full compliance with all Laws and subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Signs of any type are not permitted to be placed or caused to be placed upon any awning or canopy. All fascia and marquee Signs shall be Tenant Repairs and comply with all Laws as well as Landlord's sign criteria set forth on Exhibit D. Tenant shall submit complete plans and specifications to Landlord for approval prior to the construction of any Sign. Tenant shall not place or maintain any freestanding sign within or upon the Property, without first obtaining Landlord's express prior written consent. Tenant further agrees to maintain any such signage approved by Landlord in good condition and repair at all times and to remove the same at the end of the Lease, if requested by Landlord. Upon removal thereof, Tenant agrees to repair any damage to the Building or the Shopping Center caused by such installation and/or removal.

6.4. USE OF COMMON AREAS. Landlord hereby grants to Tenant a non-exclusive license to use the Common Areas, such usage to be in common with the usage of Landlord and the Tenants of the Shopping Center and any third parties designated by Landlord, and their respective Invitees. Notwithstanding any other provision of this Lease, Landlord shall be entitled to designate specific areas or spaces in the parking lot of the Shopping Center for the parking of automobiles and other vehicles of Tenant and Tenant's employees, and upon such designation Tenant and Tenant's employees shall park their automobiles and other vehicles in such areas or spaces only. Landlord may require Tenant to deliver to Landlord from time to time a list of the license tags of Tenant and Tenant's employees so as to allow monitoring of such parking requirements and may fine up to \$100 per day upon the failure by Tenant or its employees to abide by this parking requirement. Tenant's use of employee/Tenant parking shall be limited to 2 spaces per 1000 square feet of the Premises. Until and unless Landlord shall otherwise designate in writing, Tenant shall require all employees of Tenant to park only in the area designated as Tenant's Employee Parking Area on the attached Exhibit A.

6.5. ADDITIONAL IMPROVEMENTS. Landlord shall have the unrestricted right to construct additional improvements in the Shopping Center or increase, reduce, eliminate, relocate or change the size, dimensions, design, height, number of stories or location of any or all Common Areas, buildings or other improvements in the Shopping Center, from time to time in any manner whatsoever as Landlord shall deem appropriate.

6.6. OBSTRUCTION. Tenant shall not obstruct the corridors, elevators, stairs, common areas, sidewalks, parking lots or other public portions of the Property in any manner whatsoever. All deliveries of goods or materials shall be made to the rear of the Premises, except for overnight couriers and United States postal carriers. Tenant shall not block and shall not permit its employees, agents, contractors, vendors and delivery personnel to block or restrict access to parking areas of the Shopping Center. There shall be no overnight parking or storing of vehicles in the Shopping Center.

ARTICLE 7. INSURANCE, INDEMNITY, LIMITATIONS OF LIABILITY

7.1. INDEMNITY - OF LANDLORD. Tenant agrees to indemnify, defend, and hold harmless the Landlord Group, from and against any and all Claims, including those arising from any injury or damage to any person (including death), property or business (a) sustained in or about the Property and resulting from the negligence or willful act or omission of Tenant, its employees, agents, servants, licensees or subtenants, or (b) resulting from the failure of Tenant to perform its obligations under this Lease; provided, however, Tenant's obligations under this paragraph 7.1 shall not apply to injury or damage to the extent the same arises from the gross negligence or intentional wrongful act or omission of Landlord.

7.2. INDEMNITY - OF TENANT. Landlord agrees to indemnify and hold harmless Tenant, and its respective agents and employees, from and against any and all Claims, arising from any injury or damage to any person (including death), property or business (a) sustained in or about the Property and resulting from the gross negligence or intentional wrongful act or omission of Landlord, or (b) resulting from the failure of Landlord to perform its obligations under this Lease; provided, however, Landlord's obligations under this paragraph 7.2 shall not apply to injury or damage to the extent the same arises from the negligence or intentional wrongful act or omission of (x) Tenant, its agents, contractors, invitees or employees; or (y) of other tenants in the project or their respective agents, contractors, invitees or employees.

Landlord Group, shall be subject to levy, execution or other procedures for the satisfaction of any remedies of Tenant. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease. Page 10

(d) The obligations of Tenant hereunder shall not be affected, impaired or excused, nor shall Landlord have any liability whatsoever to Tenant, because: (a) Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental action or inaction, controls or shortages of fuel, supplies, labor or materials, acts of God or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control assuming prudent practices; or (b) of any failure or defect in the supply, quantity or character of electricity, HVAC or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others serving the Shopping Center with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond Landlord's reasonable control.

(e) Tenant shall store Tenant's property in and shall occupy the Premises at Tenant's own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting from loss of life, personal injury or property damage, unless caused solely by the gross negligence or intentional wrongful act or omission of Landlord.

(f) Tenant shall obtain "Builder's Risk" insurance, at Tenant's sole cost and expense, at any time Tenant is performing construction or that Tenant is making improvements or alterations to the Premises. Said insurance shall name Landlord as an additional insured thereunder and provide for notice to Landlord at least ten (10) days in advance of any termination or expiration of coverage thereunder.

(g) The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

ARTICLE 8. DAMAGE AND DESTRUCTION

8.1. **INSURANCE.** Throughout the Lease Term, Tenant will maintain a policy or policies of commercial general liability insurance with respect to the Premises, with a combined single limit of not less than one million dollars (\$1,000,000) on an occurrence basis with respect to both bodily injury and property damage. Tenant will maintain Worker's Compensation Insurance as required by the jurisdiction in which the Premises is located and Employer's Liability Coverage in at least required statutory amounts. Tenant will maintain Automobile Liability Insurance with bodily injury/property damage coverage of not less than \$500,000 per accident. Policies must be reasonably satisfactory to Landlord in all respects, and any policy (other than Worker's Compensation Insurance) shall name Landlord as an additional named insured. Tenant shall deliver to Landlord a Certificate of Insurance at least fifteen (15) days prior to the Commencement Date and a renewal Certificate at least fifteen (15) days prior to the expiration of the Certificate it renews. Certificates must provide for thirty (30) days' notice to Landlord in event of material change or cancellation. Tenant must also maintain during the term of the Lease, broad form coverage on Tenant's personal business property, improvements, and betterments in such amounts and forms as Tenant may elect. Insurance may be provided by endorsement of Tenant's complying blanket insurance policies.

8.2. **INSURERS TO BE ACCEPTABLE TO LANDLORD.** All insurers utilized by Tenant shall have a Best's Rating of A or better unless otherwise approved by Landlord in advance in writing, which consent Landlord may condition or withhold in its sole, but reasonable discretion.

8.3. **WAIVER OF SUBROGATION.** Neither party shall be liable to the other for loss or damage which would be covered by the insurance required to be maintained pursuant to the terms and conditions of this Lease by the party sustaining damage. Each insurance policy carried by either party in accordance with this section shall contain a provision in which the insurance company shall waive all rights of recovery by subrogation against the other party for loss or damage to the insured property.

8.4. **DAMAGE BY FIRE OR OTHER CASUALTY.** Tenant shall promptly notify Landlord of any damage or destruction to the Premises or the Shopping Center.

(a) In the event that the Premises or the Shopping Center shall be damaged by fire or other casualty during the Lease Term, Landlord shall restore the Premises and the Shopping Center, as the case may be, to substantially the same condition as it was in immediately prior to the casualty, provided that Landlord's obligation to restore hereunder shall be limited to the insurance proceeds made available to Landlord by any first Mortgagee.

(b) In the event restoration of the Premises cannot be accomplished within one hundred twenty (120) calendar days after the date Landlord receives notice of the destruction, then within fifteen (15) days after the Tenant's receipt of such determination, either Landlord or Tenant may terminate this Lease upon fifteen (15) days' notice to the other party. If for any reason not the result of the negligence or other wrongful act or omission of Tenant, the restoration of the Premises is not complete within such one hundred twenty (120) day period, Tenant may elect to terminate this Lease upon fifteen (15) days' notice to the other party.

(f) In the event that Landlord repairs any damage as provided hereunder, any abatement of rent shall end when the Premises have been substantially repaired and Tenant shall be entitled to lawfully occupy the Premises in accordance with the terms of this Lease.

(g) In the event that the damage or destruction is caused by any negligence or other wrongful act or commission of Tenant or any Invitees of Tenant, there shall be no abatement of Rent, unless such loss of rent is covered by loss of rent insurance and then only to such extent.

ARTICLE 9. ASSIGNMENT, SUBLETTING AND SUCCESSORS

9.1. ASSIGNMENT AND SUBLETTING. Tenant may not assign or sublease all or any portion of the Premises or of the Lease Term without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold.

(a) Landlord's consent to one assignment or sublease will not waive the requirement of its consent to any subsequent assignment or sublease.

(b) Without the express prior written consent of Landlord, neither Tenant nor Tenant's legal representatives or successors in interest by operation of laws or otherwise, shall directly or indirectly assign or mortgage this Lease or sublet all or any part of the Premises, or use or permit the Premises or any part thereof to be used, occupied or managed by any party or parties other than Tenant.

(c) For purposes hereof, an assignment of this Lease, as prohibited hereunder, shall include, without limitation: (a) any voluntary or involuntary transfer, including, without limitation, any transfer by operation of Laws, (b) any merger, consolidation or liquidation involving Tenant or any stock of Tenant; (c) any entry into or change in any license, concession, management or operating agreement or arrangement with respect to the management or operation of the business conducted on the Premises, (d) in the event that Tenant is a partnership, a transfer of a general partnership interest or a majority of limited partnership interests, or the right to vote such interests, or (e) in the event that Tenant is a corporation whose stock is not listed on a nationally recognized security exchange, one or more sales or transfers of stock, or of the right to vote such stock, by operation of Laws or otherwise, or creation of a new stock, by which an aggregate of fifty (50%) percent or more of Tenant's stock or the right to vote such stock shall be vested in a party or parties who are non-stockholders as of the date of execution of this Lease, which stock ownership shall be determined in accordance with the principles set forth in Section 544 of the Internal Revenue Code of 1986, and the term "right to vote" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation.

(d) Consent to any assignment or sublease shall not vitiate or waive this provision, and all later assignments, mortgages (or refinances) and subleases shall likewise be made only upon the prior written consent of Landlord.

(e) Tenant may not profit from any assignment or sublease with regard to this Lease Agreement to include any difference in Rent or Additional Rent.

(f) In the event that Tenant shall desire to assign or mortgage this Lease or sublet the Premises or any portion thereof, then Tenant shall (i) promptly notify Landlord in writing of such desire, identifying such assignee or subtenant, and furnishing Landlord with complete financial and business information about such proposed assignee or subtenant; and (ii) simultaneously pay to Landlord a nonrefundable processing fee in the amount of One Thousand Dollars and no Cents (\$1,000.00).

(g) Upon receipt of a request from Tenant to assign or sublease the Premises as set forth in Paragraph 9.E above, Landlord shall be entitled, at Landlord's sole option, to approve or disapprove such assignment or sublease; any such disapproved assignment or sublease shall be void ab initio. Landlord shall not unreasonably withhold, condition or delay its consent to an assignment or subletting.

9.2. PAYMENT TO LANDLORD. In the event that this Lease is assigned or sublet, Landlord may, and is hereby empowered, at Landlord's option, to collect rent from the assignee or subtenant; in the event that Landlord does so collect rent from such assignee or subtenant, Landlord shall apply the net amount received by Landlord to the rent payable by Tenant, and no such receipt of rent shall be deemed to be a release of Tenant from the further performance of the obligations of Tenant under this Lease.

9.3. TENANT LIABLE. Tenant shall in all events remain fully liable to Landlord for all obligations of Tenant under this Lease, regardless of any assignment or subletting.

9.4. SUCCESSORS AND ASSIGNS. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, legal representatives and assigns; provided, however, that no assignment or subletting by, through or under Tenant shall constitute a release of Tenant from its obligations under this Lease.

order or any demand by any governmental agency or other third party to investigate, monitor, abate, contain, remediate or remove any Hazardous Substance from the Premises or the Shopping Center or emanating from the Premises or the Shopping Center.

10.2. **LANDLORD'S ENVIRONMENTAL INDEMNIFICATION.** Landlord hereby agrees to indemnify, defend (with counsel reasonably acceptable to Tenant), protect and hold harmless the Tenant and Tenant Group from and against any and all Claims arising from, relating to or connected with any environmental condition in, on, or under the Premises and including, without limitation, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including continuing migration within the environment, of a Hazardous Substance to the extent such condition existed on the Commencement Date or arises following the Commencement Date and is not Tenant's responsibility pursuant to this Lease. Provided however, Landlord shall have no liability to indemnify, defend or hold harmless Tenant from Claims arising from environmental conditions caused or sourced in a release by another tenant of the Shopping Center. Landlord shall promptly deliver to Tenant copies of any court or administrative order or any demand by any governmental agency or other third party to investigate, monitor, abate, contain, remediate or remove any Hazardous Substance from the Premises or the Shopping Center or emanating from the Premises or the Shopping Center.

10.3. **SURVIVAL.** The provisions of this ARTICLE 10 shall survive the expiration or sooner termination of this Lease.

ARTICLE 11. CONDEMNATION

11.1. **CONDEMNATION.** In the event of Condemnation of the whole of the Premises, this Lease shall terminate. In the event of Condemnation of only a part of the Premises (or of such a portion of the Shopping Center as may reasonably materially and adversely affect Tenant's operations in the Premises) then (A) effective as of the date of vesting of title, the Base Rent hereunder shall be abated in an amount apportioned according to the area of the Premises so condemned, and (B) Tenant, whether or not the Shopping Center be affected, may, at Tenant's option, terminate this Lease by notifying Landlord of such termination; if Tenant elects not to so terminate this Lease, this Lease shall be and remain unaffected by such Condemnation, except that the Base Rent hereunder shall be abated to the extent, if any, provided herein. In the event of any Condemnation of all or a portion of the Premises, Tenant shall be entitled to an award for Tenant's relocation expenses, if any, and Landlord shall be entitled to receive the balance of the award in such Condemnation proceeding.

ARTICLE 12. DEFAULT

12.1. DEFAULT

(a) Upon the occurrence of any one or more events of Tenant Default, Landlord may, at Landlord's option, without any demand or notice whatsoever, except as expressly required in this paragraph 12.1:

(i) Terminate this Lease by giving Tenant notice of termination, which shall constitute a Default Termination, in which event this Lease shall expire and terminate on the date specified in such notice of Default Termination, and Tenant shall remain liable for all obligations of Tenant under this Lease arising up to the date of Default Termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

(ii) Without terminating this Lease, and with or without notice to Tenant, Landlord may in Landlord's own name, to the extent permitted by Law, but as agent for Tenant enter into and upon take possession of the Premises or any part thereof, and, at Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of, Tenant, all without being deemed guilty of trespass or being liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such reasonable terms and conditions as Landlord may deem necessary or in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any reasonable costs and expenses of such reletting, including, without

incur by reason of Tenant Default, including, without limitation, a sum which, at the date of Default Termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds with maturities equal to the Remaining Term) of the excess, if any, of (1) the Rent, and all other changes and sums which would have been payable hereunder by Tenant for the Remaining Term, over (2) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be immediately due and payable.

(1) In determining the aggregate reasonable rental value pursuant to paragraph (iii) above, all relevant factors shall be considered as of the time of Default Termination, including, without limitation (1) the length of time remaining in the Lease Term, (2) the then-current market conditions in general area in which the Premises are located, (3) the likelihood of reletting the Premises for a period of time equal to the Remaining Term, (4) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Premises are located, (5) the vacancy levels in comparable quality buildings in the general area in which the Premises are located, (6) the anticipated duration of the period that the Premises will be unoccupied prior to reletting, (7) the anticipated cost of reletting, and (8) the current levels of new construction that will be completed during the remainder of the Lease Term and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall constitute liquidated damages to Landlord, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer by virtue of Tenant Default and that the agreed-upon liquidated damages are not punitive or a penalty and are just, fair and reasonable, all in accordance with the jurisdiction in which the Premises is located law.

(iv) To the extent permitted by Law and following any required legal process, without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any Work, Utilities or other services, so long as the Tenant Default continues; or

(v) Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

(vi) Take possession of and sell any personal property of Tenant abandoned at the Premises, and apply the net proceeds therefrom as a credit against all Base Rent or other sums due by Tenant to Landlord; or

(vii) Pursue such other remedy or remedies as are available at law or equity, including, without limitation, an action for specific performance requiring Tenant to perform Tenant's obligations under this Lease.

(b) Landlord's pursuit of any remedy or remedies, including, without limitation, any one or more of the remedies stated in paragraph 12.1, shall not (i) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other legal or equitable remedy or remedies separately or concurrently or in any combination, or (ii) serve as the basis for any claim of actual or constructive eviction, or allow Tenant to withhold any payments under this Lease.

(c) In the event of Default Termination, Landlord may apply any funds of Tenant held by Landlord to any damages payable by Tenant (whether provided for herein or by Law) as a result of such Default Termination.

(d) Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar Landlord from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due, be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted.

(e) No termination of this Lease prior to the normal expiration thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant shall not vacate the Premises or exercise any right of termination arising out of any breach by Landlord of any provision of this Lease or the condition or state of repair of the Premises. No surrender of the Premises or any part thereof by delivery of keys or otherwise shall operate to terminate this Lease unless and until such termination is expressly accepted in writing by an authorized officer of Landlord.

the terms hereof. Tenant's rights under this Lease shall not be subordinate to the holder of the First Mortgage unless the holder thereof has requested that this Lease be subordinate thereto and has agreed to execute a non-disturbance agreement reasonably acceptable to Tenant. No subordination agreement executed by Tenant shall of its own accord serve to subordinate Tenant's interest in the Premises to any liens or encumbrances of record after any recorded memorandum of this Lease other than said Mortgage. Any Mortgagee, whether the holder of the First Mortgage or any other Mortgage affecting the Premises, may elect to have this Lease made prior to such Mortgage, and in the event of such election and upon notification by any such Mortgagee to Tenant to that effect, this Lease shall be deemed prior in lien to any such Mortgage, whether this Lease is dated or filed prior to or subsequent to the date of such Mortgage.

13.2. ATTORNMENT. Tenant shall, in the event of exercise of the power of sale or deed in lieu of foreclosure under any Mortgage, attorn to and recognize such purchaser as Landlord under this Lease; provided that said purchaser shall not be liable for any act or omission of any prior landlord or subject to any offsets or defenses which Tenant may have against any prior landlord or be bound by any amendment or modification of this Lease made without the prior written consent of such Mortgagee. Should any Mortgagee or purchaser require a separate agreement of attornment regarding the matters covered by this Lease, Tenant shall promptly, upon request, enter into any such attornment agreement.

13.3. ESTOPPEL CERTIFICATES. At any time and from time to time, each party shall, upon request of the other, execute, acknowledge and deliver to the other party or any potential purchaser of the Premises, or to any Mortgagee or potential Mortgagee, an estoppel certificate or statement in writing certifying to all or any part of the following information as may be requested, provided such facts are true and ascertainable; (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that same is in full force and effect as modified and stating the modification); (ii) the amounts of Rent, including without limitation all Base Rent, additional rent and other charges under this Lease and the dates to which same have been paid, and that there are no prepaid rents or other sums hereunder; (iii) that the Premises have been satisfactorily completed, and that all conditions precedent to this Lease taking effect have been carried out; (iv) that Tenant has accepted possession of the Premises, that the Lease Term has commenced, that Tenant is occupying the Premises and operating Tenant's business full-time therefrom, and there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; and (v) the actual Commencement Date and Expiration Date. Tenant's certificate or statement shall also contain such other information as may be reasonably or customarily required by any then current or potential purchaser or Mortgagee.

ARTICLE 14. TAXES

14.1. PAYMENT OF TAXES. Tenant shall pay to Landlord upon demand, as additional rent, without offset or deduction, throughout the Lease Term, as same may be extended or renewed, Tenant's Proportionate Share of all Taxes for the then Calendar Year. At Landlord's election such tax payments may be payable lump sum upon demand by Landlord (said demand to be made no more than thirty (30) days prior to the due date thereof) or included in monthly installments in the same manner as monthly installments of CAM in an amount reasonably estimated by Landlord to approximate the amount anticipated to be due with an appropriate adjustment upon Tenant's receipt of a copy of the final tax bill for such taxing period. Provided Tenant shall pay Taxes (or the excess over any monthly installments of taxes paid by Tenant throughout the Lease Year, as the case may be) no more than ten (10) days following Landlord's demand therefor, Tenant's Proportionate Share of Taxes shall be calculated based upon the Tax amount taking advantage of all available early payment discounts.

14.2. PRO RATA PAYMENT FOR PARTIAL TAX YEARS. Tenant shall pay for each Lease Year a pro rata installment of Taxes shall be due for the last year of the Lease Term, as same may be extended or renewed, if the Lease Term, as the same may be extended or renewed, for any reason terminates on a day other than the 31st day of December. The obligation of Tenant with respect to this paragraph 14.2 shall survive the expiration or sooner termination of the Lease Term, as same may be extended or renewed, the recovery of Taxes hereunder being a recovery for the year in which payable hereunder.

14.3. NO WAIVER. No delay or failure of Landlord in computing or billing Taxes shall prejudice the right of Landlord to thereafter render bills for such period or any subsequent period, nor constitute a waiver of nor in any way impair the continuing obligation of Tenant to pay Taxes. Photocopies of bills for Taxes submitted by Landlord to Tenant shall be conclusive evidence of the actual amount thereof.

14.4. PERSONAL PROPERTY TAXES. Tenant shall pay, prior to delinquency, all personal property taxes payable with respect to all property of Tenant located in the Premises, and shall promptly provide Landlord upon request therefor with proof of such payment.

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(c) Tenant shall not be entitled to exercise any right to extend the Lease Term if an event of default exists at the time established for Tenant's exercise of this option for an Extended Term.

ARTICLE 16. MISCELLANEOUS

16.1. **HOLDING OVER.** In the event that Tenant remains in possession of the Premises or any part thereof after expiration of the Lease Term with Landlord's express written consent, and without any express agreement between the parties as to rent, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof except that the Rent for the entire hold-over period shall be at the rate of two hundred (200%) percent of the rate of Rent in effect immediately prior to the expiration of the Lease Term, and there shall be no extension or renewal of the Lease by operation of Laws. In the event that Landlord does not expressly consent in writing to Tenant's holding over beyond the expiration of the Lease Term, then Tenant shall be a tenant at sufferance and shall owe Landlord compensation for the period of occupancy subsequent to the expiration of the Lease Term at a rate of two hundred (200%) percent of the Rent in effect immediately prior to the expiration of the Lease Term, plus Tenant shall pay all CAM and other additional rents and other sums under this Lease, and there shall be no extension or renewal of this Lease by operation of Laws. Nothing herein shall be construed as consent by Landlord to possession of the Premises by Tenant after the expiration of the Lease Term.

16.2. **RULES AND REGULATIONS.** Landlord shall have the right from time to time to adopt nondiscriminatory rules and regulations applicable to the Premises and the Shopping Center. Notice of such rules and regulations as well as any amendments or supplements thereto, shall be given to Tenant and Tenant shall thereafter abide thereby, provided that no such rules or regulations shall supercede the express terms and conditions of this Lease.

16.3. **RADON GAS DISCLOSURE.** "RADON GAS: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

16.4. **RECORDING.** Neither this Lease nor any memorandum thereof shall be recorded in any public record without Landlord's express prior written consent.

16.5. **NON-WAIVER.** No failure by Landlord to timely bill Tenant for any payments hereunder, or to insist upon the strict performance, in any of one or more instances, upon any breach of any term, covenant or condition herein contained shall be deemed to be a waiver of such term, covenant or condition, nor of any subsequent breach of the same or any other term, covenant or condition herein contained. Any subsequent acceptance by Landlord of any Rent, Base Rent, additional rent, other rent, or any other sums due hereunder shall not be deemed to be a waiver of any preceding Tenant Default, other than the failure of Tenant timely to pay the particular sum so accepted, regardless of Landlord's knowledge of such preceding Tenant Default at the time of acceptance of such sum. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless an authorized officer of Landlord specifically expresses such waiver in writing. No payment by Tenant or receipt by Landlord of an amount less than the Rent or other sum herein stipulated shall be deemed a waiver of Landlord's right to receive the entire amount herein stipulated. No partial payment or endorsement on any check or letter accompanying such payment or rent shall be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any rents due under the terms of this Lease. After service of any notice of termination, or other notice, or commencement of any suit or dispossessory or distress proceeding, Landlord may receive and collect any rent due and such collection or receipt shall not operate as a (A) reinstatement, continuance, renewal or extension of the Lease Term, or (B) waiver affecting such notice, suit or proceeding. No partial payment or endorsement on any check or letter accompanying such payment or rent shall be deemed an accord and satisfaction.

16.6. **TIME OF THE ESSENCE.** Time is of the essence of this Lease and all provisions contained herein.

16.7. **SEVERABILITY.** If any clause, provision, article, paragraph or paragraph of this Lease is or becomes unconstitutional, illegal, invalid or unenforceable because of present or future Laws, the remaining parts of this Lease shall not be affected thereby unless such invalidity is, in the sole determination of Landlord, essential to the rights of both parties, in which event Landlord shall be entitled to terminate this Lease by giving notice to Tenant.

16.8. **RELOCATION OF PREMISES:** Landlord shall be permitted to relocate Tenant's Premises to other comparably sized and improved space within the Shopping Center.

that transmitting party during normal business hours or the next Business Day if not confirmed during normal business hours provided that an additional copy shall be sent by any other method permitted hereunder; (c) if delivered by U. S. Mail, within three (3) days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested, or (d) if given by a nationally recognized or reputable overnight delivery service within one (1) day after deposit with such delivery service.

If to Landlord

Bakkar Property Management
Post Office Box 50910
Jacksonville Beach, Florida 32240
Facsimile: (904) 270-1970
Telephone: (904) 270-1972

With a copy to:

Theresa Marie Kenney, Esq.
Duss, Kenney, Safer, Hampton & Joos, P.A.
4348 Southpoint Blvd. Suite 101
Jacksonville, Florida 32216
Telephone: (904) 543-4311
Facsimile: (904) 543-4301

If to Tenant

Daniel Black and George Kelley
d/b/a Wee Pub
2603 Osborne Rd., Suites N - P
Telephone: (912) 258-5354
Facsimile #: ()

With a copy to:

Facsimile:
Telephone:

or at such other address as the parties may specify from time to time by written notice to the other party.

16.10. HEADINGS AND TERMINOLOGY. The headings or captions in this Lease are for convenience and reference only and in no way define, affect or limit the scope or consent of this Lease. All personal pronouns, if any, used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plurals; and the plurals shall include the singular. All references in this Lease to any article, paragraph or paragraph shall refer to the corresponding article, paragraph or paragraph of this Lease unless specific reference is made to the articles, paragraphs, paragraphs, sections or subdivisions of another document or instrument.

16.11. ENTIRE AGREEMENT; AMENDMENT, CONSENTS. This Lease sets forth the entire agreement between the parties hereto concerning the Premises, and no representation, inducement, promise or agreement, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. Tenant acknowledges that no real estate broker or agent, nor any of Landlord's agents, managers or leasing representatives have the power or authority to amend, modify, terminate or accept a surrender of this Lease, and such power and authority is vested solely in Landlord acting in writing through Landlord's duly authorized corporate offices. No amendment, modification, termination, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by Tenant and a duly authorized corporate officer of Landlord. Any consent required or requested of Landlord under this Lease or any portion thereof, must be in writing, and except as expressly set forth to the contrary in this Lease, may be granted or withheld by Landlord in Landlord's sole and absolute discretion, which may be exercised arbitrarily, without inquiry into the reasonableness or unreasonableness of the granting or withholding of same.

ARTICLE 17. EXECUTION AND AUTHORITY

(c) In the event Tenant is a business entity and not a natural person:

- (i) Tenant is duly organized, validly existing and in good standing under the Laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and
- (ii) The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

17.3. This Lease shall be governed by the Laws of the jurisdiction in which the Premises is located, without regard to concepts of choice of Law.

17.4. This Lease may be executed in duplicate or triplicate, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

17.5. WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate, individually or through their authorized officers, agents or attorneys-in-fact, as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

Signed, sealed and delivered
in the presence of:

Philip Milwante
Print Name [PHILIP MILWANTE]

Heather D. Brock
Print Name [Heather D. Brock]

Linda M. Johnson
Print Name [LINDA M. JOHNSON]

Glepp Biao
Print Name [Glepp Biao]

Kristopher Tenninger
Print Name [Kristopher Tenninger]

Linda M. Johnson
Print Name [LINDA M. JOHNSON]

St. Marys Property, LLC., a Florida limited liability company

By: Ramzy Bakkar
Ramzy Bakkar, Managing Member

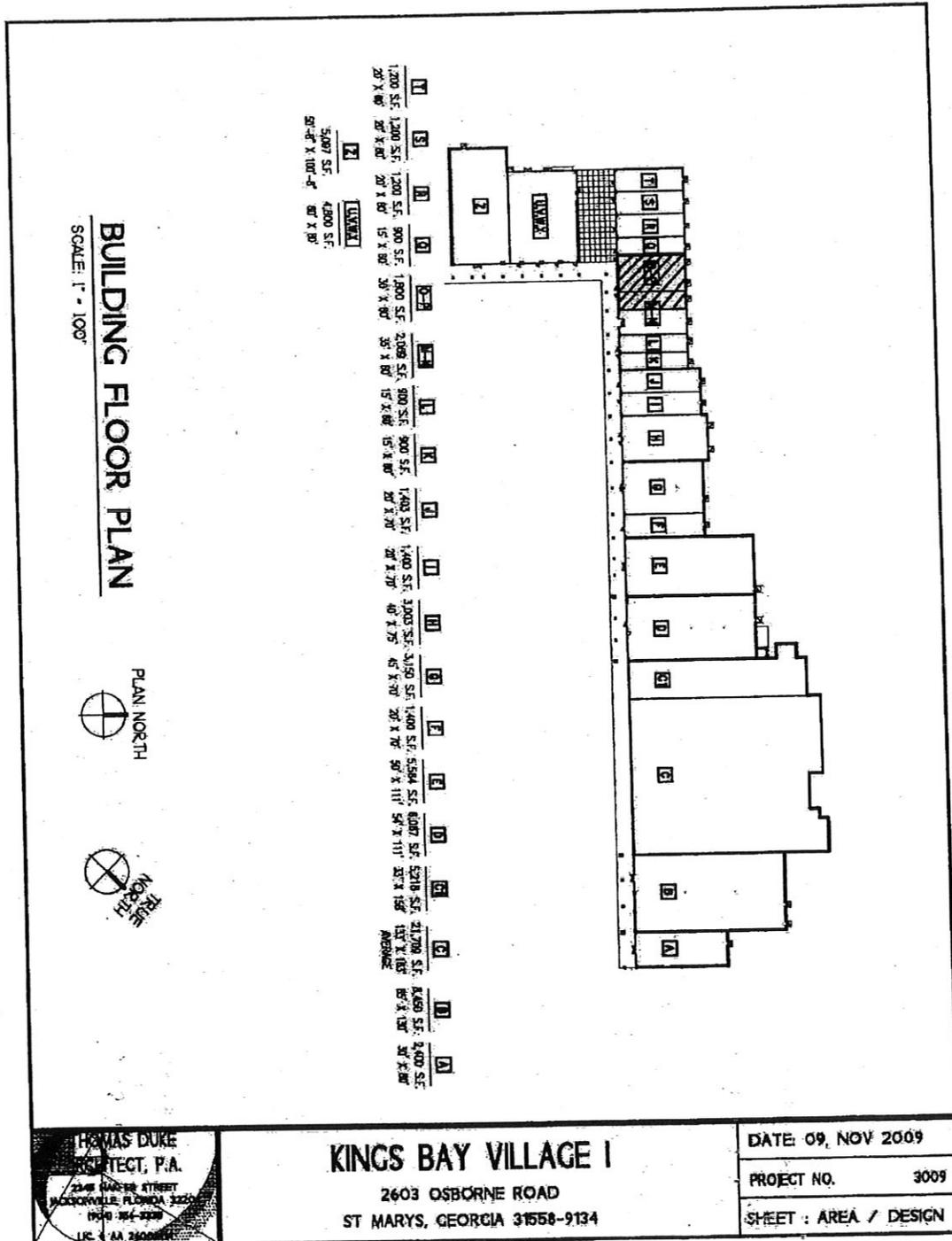
Wee Pub

By: Daniel Black
Daniel Black

Wee Pub

By: George Kelley
George Kelley

EXHIBIT A
SITE PLAN AND DESIGNATION OF PREMISES



THOMAS DUKE
ARCHITECT, P.A.
2246 HANCOCK STREET
JACKSONVILLE, FLORIDA 32209
PHONE 904-329-3300
LIC. # AA 24000

KINGS BAY VILLAGE I
2603 OSBORNE ROAD
ST MARYS, GEORGIA 31558-9134

DATE:	09, NOV 2009
PROJECT NO.	3009
SHEET :	AREA / DESIGN

EXHIBIT B
TENANT'S WORK

Special Provisions concerning Tenant's improvements and alterations to the Premises in preparation for the opening of business:

1. Tenant must have a permissible set of construction documents, if required by code.
2. All food service establishments are responsible for the following:
 - A. Pre-approval from the Division of Hotel and Restaurants and applicable Health Department.
 - B. In floor and under sink grease traps.
 - C. Grease catches on all exhaust systems.
3. All Tenant work executed by others must adhere to the following:
 - A. The Tenant is responsible for all applicable insurance and liability on materials, subcontractors and employees.
 - B. Only work that is detailed on PERMITTED PLANS is allowed.
 - C. Only a certified building contractor may execute commercial construction.
 - D. All subcontractors working for or on behalf of the Tenant that is required to have their own Permit must have the permit finalized before the Landlord can provide a Certificate of Occupancy.
4. Utility requirements:
 - A. SEWER IMPACT FEES must be paid before or by the time Tenant's plumbing contractor schedules water meter installation.
 - B. Water must be turned on in Tenant's name prior to scheduling the final plumbing inspection.
 - C. Electric must be turned on in Tenant's name prior to scheduling the fire safety inspection.
 - D. Telephone and data services are solely the responsibility of the Tenant.
 - E. Any other utility service desired by Tenant in and about the Premises shall be Tenant's sole responsibility hereunder.
5. Moisture protection:
 - A. Any tenant that is planning on saturating the floor with any liquid will be required to install a water barrier along the demising walls to prevent liquid from entering adjacent units and potentially damaging the building and/or other tenant's materials.
 - B. Any cost associated with the correction of water or liquid intrusion will be levied against the Tenant for reimbursement.

END

EXHIBIT C
LANDLORD'S WORK

Page 20

Landlord to provide the following:

1. Remove existing demised wall between Suites N and O
2. Build demised wall between Suite M and Suite N (creating a straight 2-hour fire rated wall)
3. Remove all interior walls according to Tenant's plans in Exhibit C-1
4. Existing hood shall remain
5. Create a tower feature outside in the front of the Premises within eight (8) months of the Effective Date
6. Remove outside planter in front of Premises and fill in landscape area with concrete or brick to be used as patio within eight (8) months of the Effective Date
7. Landlord to ensure existing HVAC is in good operating condition and Landlord agrees to provide additional tonnage to obtain 20 tons total of HVAC within Premises

EXHIBIT D
SIGNAGE GUIDELINES

NOTE: Tenant's signs must be illuminated channel letters, mounted on a raceway painted to match the color of the building facade, and centered on the fascia area. A detailed drawing of each proposed sign must be submitted for Landlord's review and approval based upon architectural design and aesthetics. Following Landlord's approval, Tenant shall make application for sign permit from all applicable governmental authorities.

All applicable governmental regulations and/or city and county codes must be met and strictly adhered to. Landlord reserves the right for sole approval of signage based on aesthetic and architectural appeal to the design of the building.

Kings Bay Village Shopping Center
St. Marys, Georgia

SIGNAGE GUIDELINES
FRONT & SIDE

Type:	Channel Letter
Letter Color:	Any Color
Backsplash Color:	Any Color
Font:	Any Font
Lighting:	Any Color Neon or LED
Mount:	Raceway
Letter Height:	Max Height 32"

EXHIBIT E
SPECIAL STIPULATIONS

1. Landlord reserves the right to change the street number or suite number of the Premises as required by applicable governmental authorities at any time.
2. The following Riders are attached hereto and incorporated herein by reference. Capitalized terms used in said Riders shall have the meanings set forth therein; capitalized terms used in said Riders but not otherwise defined therein shall have the meanings set forth in this Lease:
 - Restaurant Rider
 - Grease Trap Rider
 - Patio Rider
3. ~~Tenant agrees to pay Landlord within ten (10) days of funding through the SBA, but no later than 150 days from the Effective Date, a sum of TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00) to be used solely towards the construction of the tower feature in front of the Premises which shall be completed within EIGHT (8) months of Tenant's payment.~~
4. CONTROLLABLE CAM CHARGES. Landlord acknowledges and agrees beginning in the second lease year that there shall be an annual cap on any increases in controllable CAM charges (exclusive of real estate taxes and insurance) not to exceed 105% per year over the previous Calendar Year.
5. FINANCING CONTINGENCY. Landlord agrees that Tenant shall provide written notice stating that funding has been secured or this lease shall be terminated with no affect on Tenant and any funds that were paid by Tenant shall be refunded in full within 30 days of Tenant's written notice that funding through an SBA backed loan or any other source has been denied or is unavailable; however, Landlord has the sole right to terminate the lease agreement within 150 days after the Effective Date with no affect on Tenant and any funds that were paid by Tenant shall be refunded in full within 30 days if the Tenant has not been funded by any source.
6. EXTERIOR MODIFICATION. Landlord agrees that Tenant may construct a patio and modify the exterior of the premises with Landlord's sole right for approval.

(RB)

X [Signature]
X [Signature]

7.

RESTAURANT RIDER TO LEASE

THIS RIDER forms a part of and is intended to be attached to that certain Lease of even date herewith between Landlord and Tenant for the above referenced Premises. In the event of any conflict or inconsistency between the terms contained in this Rider and the remaining terms of the Lease, the term of this Rider shall govern.

1. Tenant agrees that it shall not at any time use or occupy or suffer or permit anyone to use or occupy the Premises in a manner inconsistent with a first-class Shopping Center. Tenant shall use the Premises for a first-class service restaurant.

2. Restaurant Operations

Venting - Tenant shall install food preparation and toilet venting and all other exhaust systems adequate to prevent any cooking fumes, vapors, gases or other odors from emanating from the Premises. Tenant shall, as part of Tenant's Work, install such additional mechanical equipment, horizontal or connecting ducts and flues and a ventilation system (including vents, filters, flues, ducts, fans, and deodorizing equipment) as may be necessary to accomplish the foregoing, including without limitation such equipment as may be required by Landlord or by any municipal or other governmental authority having jurisdiction, to prevent odors, fumes, vapors, or gases from escaping from the Premises to any other portion of the Shopping Center or to the sidewalks or the streets adjoining the Shopping Center. All ventilation and exhaust equipment and all components of such system shall be of a design and manufacture and shall only be installed in locations which shall have been approved in advance by Landlord in writing. Without limiting the foregoing, Landlord reserves the right to require that all ducts and flues vent out of the roof or rear wall of the Shopping Center, as Landlord may elect. In the event that at any time after Tenant opens to the public for business Landlord determines that any cooking odors or any other odors, fumes, vapors, or gases deemed objectionable by Landlord may be experienced outside the Premises, to the extent such odors, fumes, vapors or gases generated are in excess of what are considered customary for the Permitted Use, Tenant shall within five (5) days of Landlord's notice thereof install or commence to install such additional equipment as may be necessary to remedy such condition. In the event that within such five (5) day period such condition has not been remedied or Tenant shall not have commenced to remedy such condition and is not diligently and continuously prosecuting such remedy, Landlord may, at its discretion, cure such condition and thereafter add the cost and expense incurred by Landlord therefore to the next monthly rental to become due and Tenant shall pay said amount as Additional Rent.

Plumbing Tenant, at Tenant's sole cost and expense, shall, prior to opening for business, install all necessary and proper soil lines, grease traps, and grease recovery units, pumps and other apparatus (as Landlord shall require) and will keep the same maintained in good order and repair (including replacements) for the purpose of preventing any stoppage or interference with the general plumbing or sewerage system of the building of which the Premises are a part. Tenant, at Tenant's sole cost and expense, shall, prior to opening for business, perform tests to determine water pressure, and if such pressure is insufficient or inadequate to satisfy Tenant's needs, Tenant at Tenant's sole cost and expense shall install appropriate equipment such as a "booster-pump" to remedy any lack in function of equipment dependent upon high water pressure. Any lines, traps, booster pumps or other apparatus installed shall become the property of Landlord but shall be kept and maintained by Tenant, at Tenant's sole cost and expense, as provided in this Lease. Tenant shall promptly remove and repair any stoppage of or interference with said plumbing and sewerage system or any plumbing or sewerage system into which such system connects, including the public systems serving the Shopping Center, due to the carelessness, neglect, improper conduct, acts of omission or commission or other cause of Tenant, its agents, licensees or employees or otherwise originating from the Premises. Tenant shall, at its sole cost and expense, install an area within Premises, for use as a "mop-area" or "can-wash", all soiled water used for cleaning will be disposed of in said area and not out the back door. The provisions of this Rider shall be in addition to, and not limitation of, any other provisions, covenants, conditions, terms and agreements of

Cleaning, Maintenance and Miscellaneous -

1. Tenant is prohibited from installing a screen door at the rear of the Premises, to vent heat or kitchen odors out-doors.
2. Tenant is prohibited from the preparing or cleaning of any food items outside of the Tenant's Premises on the Common Area.
3. Tenant is prohibited from cleaning any grills, equipment, or grease containment devices on the Common Area.
4. Tenant may be required to have a mat or rug at the entrance of the Premises to prevent tracking of grease or food particles onto the Common Area.
5. Tenant is prohibited from the storing or leaving of any produce, food items, empty boxes, hampers, dirty linen, any kitchen equipment or cleaning items on the Common Area. This includes immediately behind the Premises.

Chemical Fire Extinguishers - Tenant shall, at its sole cost and expense, install chemical fire extinguishing devices (such as Ansul or equal) approved by the Fire Insurance Rating Organization and shall, at its sole cost and expense, keep such devices under service throughout the term of this Lease as required by such organization. Tenant shall install natural gas cut-off devices (manual and automatic) which may be contained in such extinguishing devices.

Vermin - Tenant shall keep the Premises free of vermin and shall throughout the Term hereof employ an exterminating company to provide its services at the Premises as Landlord deems necessary but no less frequently than monthly. Upon notice from Landlord that there are vermin in the Premises or elsewhere in Shopping Center, Tenant shall cause the frequency of such service to be increased and do or cause to be done in the Premises, whatever else may be necessary in order to eliminate such condition. Tenant shall provide all extermination services to the Premises at Tenant's sole expense, however, if Tenant's licensed exterminator shall reasonably determine that any infestation problem in the Premises is caused by Landlord or other tenants, then Landlord shall promptly take whatever action is required, provided such action shall be limited to extermination services, to prevent infestation of the Premises. Landlord may from time to time, and at any time, inspect the Premises to confirm that the Premises are free of vermin and debris.

Refuse - Tenant shall be responsible for the cost of removal of its own refuse. Tenant shall at no time leave any merchandise, supplies, garbage or refuse on the sidewalks or in the hallways, lobby or other common areas of the Shopping Center. Tenant shall remove all refuse for carting away by Tenant's carting contractor, all such removing and carting away to be at Tenant's sole cost and expense in a good and workmanlike manner so as to prevent the escape of objectionable fumes and odors and the spread of vermin. All of Tenant's refuse shall be removed through the rear door of the Premises. Subject to the provisions of this Lease, Tenant shall comply with such rules and regulations relating to the removal of refuse as are necessary, in the reasonable judgment of Landlord, of the proper operation of the Shopping Center. Tenant shall not permit anything to be done in the Premises which shall violate or prevent the procurement of fire insurance policies or violate any applicable legal requirements. Tenant shall put refuse in appropriate refuse containers in a clean and safe manner.

As used herein a "Sit Down Restaurant" is one where patrons (other than special accommodations for the handicapped) are seated at a dining table upon arriving, order from a portable menu while seated at their table and whose order is delivered to their table by wait-staff.

GREASE TRAP RIDER

Grease Trap. Tenant may use the existing grease trap for the Premises in common with other users. Until such time as there is another user of the grease trap, Tenant, at its sole cost and risk keep and maintain the grease trap in a clean and sanitary manner and in keeping with all Laws.

Upon the tie-in to the grease trap of other users, then, in such event, Landlord shall undertake maintenance of the grease trap and shall equitably apportion the expenses relating thereto among the various users, whereupon Tenant shall promptly pay its equitable apportionment upon Landlord's invoice therefor, as an incidence of Additional Rent hereunder.

1. As an incidence of additional rent under this Lease, all restaurant tenants shall pay their Share of cleaning, maintenance, repair, replacement and upkeep of one or more grease trap(s) serving the Shopping Center as installed and maintained by Landlord.
 - a. Landlord shall contract for and arrange for routine cleaning, purging and maintenance of one or more grease traps installed in the Shopping Center and shall make all repairs and replacements Landlord deems necessary or appropriate thereto "(Grease Trap Work)" (all costs and expenses incurred in connection with Grease Trap Work" together with Landlord's management fee in the amount of 10% thereon, the "Grease Trap Expenses").
 - b. Landlord shall be entitled to specify as to each restaurant tenant a "share" of the Grease Trap Expenses, as reasonably determined by Landlord upon review of proposed menu selections, size of the Premises and number of restaurant tenants in the Shopping Center. Landlord shall further be entitled at any time and from time to time to adjust any tenant's (or tenants') "share" of Grease Trap Expenses from time to time upon notice to said tenant(s).
 - c. Tenant shall pay Tenant's share of Grease Trap Expenses, as an incidence of Additional Rent under this Lease and shall be due and payable within thirty (30) days of Landlord's invoice therefor.
 - d. Landlord's determination of a tenant's "share" of Grease Trap Expenses in Landlord's sole and absolute discretion, shall be conclusive until and unless adjusted by Landlord. It being agreed that but for Landlord's agreement to undertake Grease Trap Maintenance as an accommodation to Tenant and all restaurant tenants in the Shopping Center, Tenant would be required to install and maintain its own grease trap in order to operate the Premises.
 - e. In no event shall Landlord be entitled to
 - i. following the Rent Commencement Date on a tenant's lease, waive a restaurant tenant's obligation to pay a share of Grease Trap Expenses absent an abatement of rent in general under said tenant's lease, or closure of said restaurant for business; or
 - ii. collect as and for Grease Trap Expenses more than 110% of the actual out of pocket costs paid to third parties for cleaning, maintenance, repair, replacement and upkeep of a grease trap installed and maintained by Landlord.

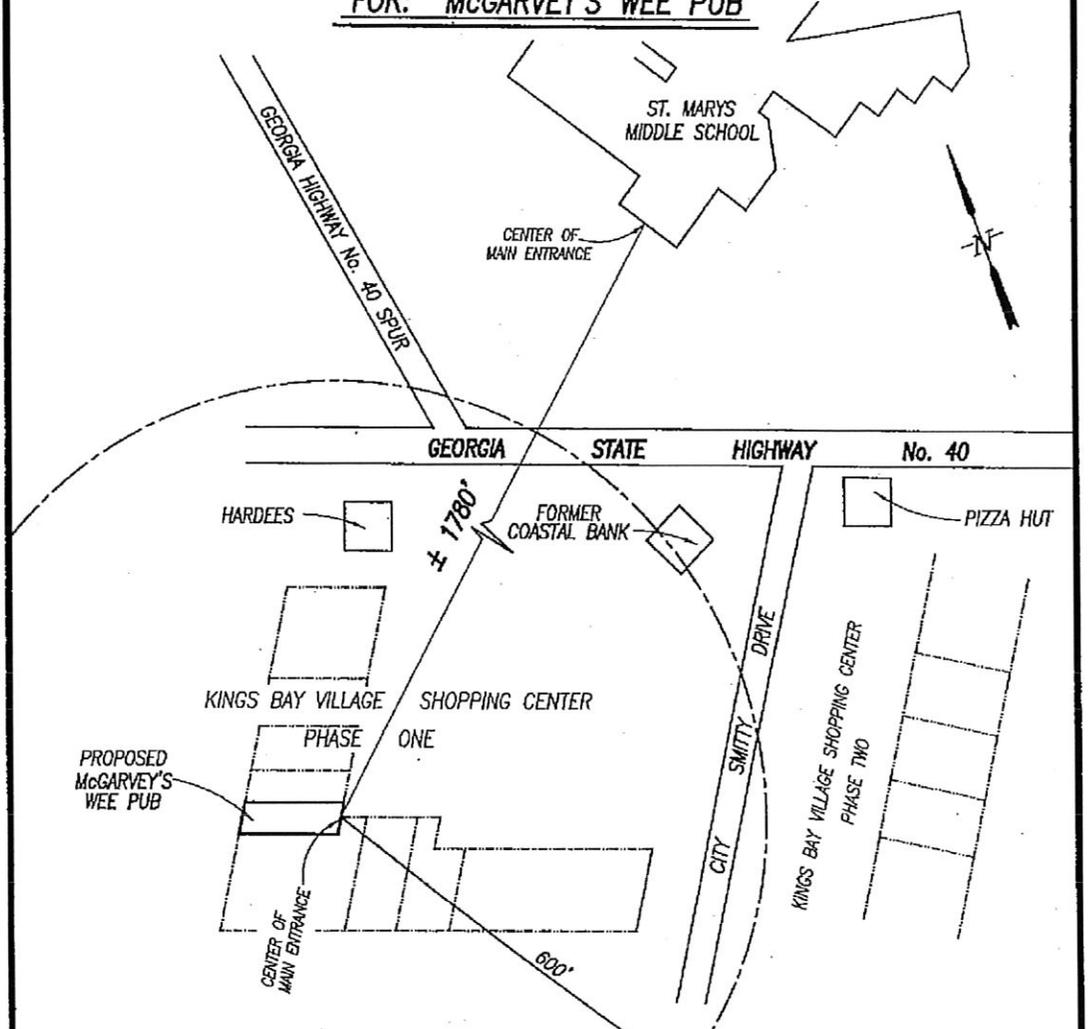
PATIO RIDER

Provided Landlord shall so agree in writing in advance, Tenant may create an outdoor patio area for outside customer seating in area marked on Exhibit A (the "Outdoor Seating Area"). Tenant shall construct, operate and maintain the same in strict and full compliance with all applicable Laws. Tenant shall not pay Base Rent for and on account of the Outdoor Seating Area, nor shall Tenant's Proportionate Share include the square footage of the same. Tenant shall be solely responsible for the maintenance, repair and upkeep of the Outdoor Seating Area and shall create and maintain the Outdoor Seating Area fully furnished and decorated in a first class condition reasonably acceptable to Landlord, in a clean and sanitary condition and free and clear of all debris, trash and evidence of wear and tear. The Outdoor Seating Area shall be used solely for customer seating and shall never be used to store goods, materials or equipment unless otherwise permitted by Landlord in writing in advance, which consent Landlord may withhold or condition in its sole and absolute discretion. In the event applicable Laws prohibit or restrict use of the Outdoor Seating Area, Tenant shall promptly comply with the same without abatement of the rent or other concession from Landlord on account thereof.

END

MAP TO SHOW
**ALCOHOL BEVERAGE LICENSE SURVEY FOR
 PROPOSED McGARVEY'S WEE PUB, CITY OF ST. MARYS,
 29th G.M.D., CAMDEN COUNTY, GEORGIA**

FOR: McGARVEY'S WEE PUB



NOTES:

- 1.) DUE TO EXCESSIVE DISTANCES BEYOND THE 100 YARD REQUIREMENT, ALL DISTANCES SHOWN HEREON WERE SCALED & MEASURED FROM AERIAL PHOTOGRAPHS AND WERE NOT FIELD MEASURED.
- 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, 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.

LIMITS OF DISTANCE REQUIREMENT FOR LICENSE FOR DISTILLED SPIRITS, WINES, AND MALT BEVERAGES FOR SALE FOR CONSUMPTION ON PREMISES



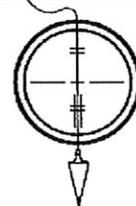
SCALE: 1" = 200'

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:  No. 2893 DATE: 02-28-2012
 ERNEST B. BENNETT, JR.
 GA. REGISTERED SURVEYOR No. 2893

DWN. BY: G.D.

CKD. BY: 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

CITY COUNCIL MEETING

November 18, 2013

NEW BUSINESS: To approve a resolution regarding the Short Term Work Program.

PURPOSE: Every five years, the City must update their short term work program section of the 2008 Comprehensive Plan. Since 2013 is the year for this update, an updated Short Term Work Program is required to be submitted to the Department of Community Affairs (DCA). This will include the resolution that is attached.

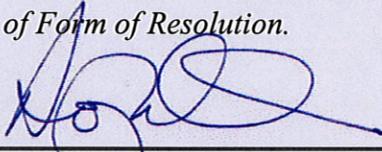
RECOMMENDATION: Planning staff and City Manager recommend approval.

HISTORY/ANALYSIS: Every five years the City must prepare a Short Term Work Program (STWP) for review and approval by the Department of Community Affairs (DCA). This form discusses what was done in the past five years, and what is anticipated for the upcoming five years. This listing does not commit the City to expend and funds on the items, but rather gives the City the necessary data to prioritize the future work of the City.

A public hearing was held prior to the CC meeting of November 18, 2013 to discuss the STWP.

ATTACHMENTS: *Copy of Form of Resolution.*

Department Director:



Roger A. Weaver, Planning Director

City Manager:



Steven S. Crowell, Jr., City Manager



CITY OF ST. MARYS
418 OSBORNE STREET
ST. MARYS, GEORGIA 31558

1 CAMDEN COUNTY, GEORGIA
2 CITY OF ST. MARYS
3

4 **A RESOLUTION**
5 **ADOPTING THE CITY OF ST. MARYS**
6 **FIVE YEAR, 2013-2018 SHORT TERM WORK PROGRAM**
7

8 **WHEREAS**, the Georgia Planning Act of 1989 established the Minimum Planning Standards and
9 Procedures for Local Comprehensive Planning; and
10

11 **WHEREAS**, the Georgia Planning Act requires that local governments prepare a Five Year Short Term
12 Work Program; and
13

14 **WHEREAS**, the Five Year Short Term Work Program identifies specific actions local governments intend
15 to implement in accordance with approved plans such as Comprehensive Plans, Solid Waste Plans, Storm water
16 Plans, etc.; and
17

18 **WHEREAS**, the City of St. Marys has completed its 2013-2018 Short Term Work Program for adoption;
19 and
20

21 **WHEREAS**, the City St. Marys held a public hearing on its 2013-2018 Short Term Work Program on
22 November 18, 2013 at its regular City Council Meeting at 418 Osborne Street, St. Marys, Georgia; and
23

24 **WHEREAS**, the Coastal Regional Commission and the Georgia Department of Community Affairs
25 determined in its regional review that the 2013-2018 Short Term Work Program was compliant with Local
26 Planning Requirements.
27

28 **NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. MARYS** that the Five Year, 2013-2018 Short
29 Term Work Program be adopted per the requirements of the Georgia Planning Act of 1989.
30

31 **SO PASSED AND APPROVED** this _____ day of November, 2013.
32

33 **SPONSORED BY:**

34 _____
35
36
37 William T. Deloughy, Mayor
38

39
40 **APPROVED AS TO FORM:**

ATTEST:

41
42
43 _____
44 Gary Moore, City Attorney

Deborah Walker-Reed, City Clerk

New Business

CITY COUNCIL MEETING

November 18, 2013

TITLE: Digital Live Stream Broadcasting of City Council Meetings.

PURPOSE: To acquire equipment and software to allow live streaming of City Council meetings.

RECOMMENDATION: Approve acquisition of necessary hardware and software to implement live streaming in an amount not to exceed \$3,312.

HISTORY/ANALYSIS: Staff has reviewed various proposals for the archiving of video and live streaming of City Council meetings (and other meetings as appropriate). I feel that live streaming of the meetings will provide citizens with an opportunity for more citizens to be educated/informed on city issues without having to actually attend a City Council meeting. One of the disadvantages of having live streaming is that there is a slight additional cost to providing the service and sometimes the length of meetings can be extended due to participants being more verbose. The cost for implementation of the above is approximately \$3,312 annually (although there may be some minor additional initial implementation costs) . The attached memorandum provides some of the analysis considered by staff.

Department Director: _____

City Manager:  _____



MEMORANDUM

TO: Jennifer Brown
FROM: Eugene Rudy
DATE: October 29, 2013
CC:

SUBJECT: Digital Live Streaming

I have reviewed the existing practice of the archiving video, and reviewed the current practice of live streaming video. Under the current system, we are unable to split the video stream to record and live stream meetings from a single source. In order to fulfill such capability, we must setup an additional workstation, and camera to live stream, and use the existing BIS workstation to setup. This causes redundancies, delays in service to market, as well as wasted time. The typical council meeting is recorded on a system Monday night, is converted to acceptable file format, web pages updated, and uploaded Tuesday or Wednesday (dependent on workload priority). Not including the City Clerk's function, we estimate 168 hours per year is spent converting video and uploading files to the video website for external viewers. If we are live streaming, we require an additional operator and setup in the meeting room, near a wall to provide electricity, as well as space for camera and computer equipment.

Below is an analysis on the existing process, and costs.

<u>Existing</u>	<u>BIS Digital Upgrade</u>	<u>IQM2 Implementation</u>
Ustream (Live Stream) \$1200/yr	BIS DCR2: \$795 (upgrade of existing system)	IQM2 System: \$276/mo; \$3312/year
video website (3mo) \$200/yr	Video website (as needed) \$6100 year 1/\$3600 renewal	Included
Time from Record to Web: 16 to 40 hrs	Time from Record to Web: 1 to 2 hrs	Time from Record to Web: 1 to 2 hrs
Yearly staff hours to post video: 176	Estimated staff hours to post video: 24 to 30	Estimated staff hours to post video: 24 to 30
Yearly staff hours to stream video: 23	Estimated staff hours to stream video: 0 (can be done at same time as recording).	Estimated staff hours to stream video: 0 (can be done at same time as recording).
Software support: none	Software support: Existing agreement	Subscription based
Current Year costs: \$1400	New Year Price: \$3600	Price: \$3312
Net difference*:		
	\$2,200	\$1,912

*-Does not calculate labor estimates.

As shown, the existing process is very labor intensive, and utilizes off-the-shelf technologies and services. The proposed uses existing technology and agreement with BIS Digital, and reduces staff time considerably which will deliver video (live and recorded) to the market faster. The website is built and maintained by SuiteOne Media. City staff members are not required to renew domains, maintain back up of site, management of disk space and other functions.

BIS is an existing partner, and has the support structure for live and recorded streaming. Live streaming and recording can be done from a single console, by a single operator. This will result in video posting faster, and any meeting in the room can be live streamed to the public.

We also reviewed a solution by IQM2, a partner with Georgia Municipal Association, and Georgia GMIS. A number of small municipalities utilize IQM2 for streaming meetings as well as recording them. Some go further and implement the IQM2 Legislative Trac software that allows for agenda building and digital voting. Minute Trac and Media Trac from IQM2 is subscription based, and will archive as many of our meetings online as we need. In addition, we may load past meetings to the website as well. IQM2 is on the GSA Schedule, but we are able to save more through GMA's discount.

It is my recommendation that we go with the IQM2 package, and look to reduce wait, turnarounds, and further streamline our processes. I would also recommend that we look into the Legislative Trac software for the Agenda packets as well. The total IQM2 package is \$9696 per year; \$3312 for the Minute/Media Trac, and \$6384 for the Legislative Trac.

CITY COUNCIL MEETING

TITLE: Code Enforcement Budget Ordinance

PURPOSE: To provide funding for the function of Code Enforcement.

RECOMMENDATION: Approval

HISTORY/ANALYSIS: Council approved to move forward in creating a code enforcement position. This is the budget ordinance to create the Code Enforcement function (one position, supplies, training, etc.). Consistent with previous discussions by the City Council, this will fund for seven months a full time code enforcement officer. As previously discussed with City Council, if Council is considering consolidating the Police Department with the Sheriff's Office, then we may determine if there is a current police officer interested in the code enforcement position. This will alleviate having to lay off a police officer IF the Sheriff's Office does not utilize all of our police officers should a consolidation occur. If we decide not to transfer a police officer, then I would advertise for the Code Enforcement Officer position opening and have the position filled competitively. I presume we will need to wait until after the December discussion by the ICMA law enforcement consolidation consultant to determine how to proceed with filling of the position. Even if we were to consolidate the Police Department with the Sheriff's Office, I still think there would be a need for a code enforcement officer.

Department Director: _____

City Manager:  _____

AN ORDINANCE TO AMEND THE FISCAL YEAR 2014
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 FY14 Budget to reflect the creation of a Code Enforcement Department.

See Attached

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>
-----------------------	-----------------------	-------------------	-----------------

See Attached

ADOPTED in legal assembly this _____ day of _____, 2013.

CITY OF ST. MARYS, GEORGIA

By: _____
William T. DeLoughy, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

**BUDGET ORDINANCE CODE ENFORCEMENT DEPARTMENT
57450**

	ACCOUNT #	ADOPTED	NET CHANGE	PROPOSED*
Code Enforcement				
Regular Employees	51.1100	\$ -	\$ 19,365	\$ 19,365
Overtime	51.1300	\$ -	\$ 58	\$ 58
Health and Dental	51.2105	\$ -	\$ 8,973	\$ 8,973
Group Life	51.2110	\$ -	\$ 62	\$ 62
FICA (employer)	51.2200	\$ -	\$ 1,486	\$ 1,486
Retirement (employer)	51.2400	\$ -	\$ 1,356	\$ 1,356
Workers' Compensation	51.2700	\$ -	\$ 659	\$ 659
Vehicle Repairs	52.2223	\$ -	\$ 292	\$ 292
Telephone	52.3210	\$ -	\$ 350	\$ 350
Postage	52.3220	\$ -	\$ 88	\$ 88
Travel	52.3500	\$ -	\$ 292	\$ 292
Dues and Fees	52.3600	\$ -	\$ 175	\$ 175
Education and Training	52.3700	\$ -	\$ 175	\$ 175
Miscellaneous Supplies	53.1140	\$ -	\$ 292	\$ 292
Gasoline	53.1270	\$ -	\$ 438	\$ 438
Vehicle Repair Supplies	53.1723	\$ -	\$ 292	\$ 292
Total		\$ -	\$ 34,351	\$ 34,351
Fund Balance	38.0001	\$ 347,382	\$ 34,351	\$ 381,733

*Based on 7 months

CITY COUNCIL MEETING
November 18, 2013

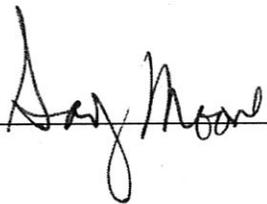
TITLE: AMENDMENT TO SECTION 10-13 OF THE ALCOHOL ORDINANCE

PURPOSE: To allow continues use of old license prior to the hearing on a new license when an application for a new license has been made.

RECOMMENDATION: City Attorney recommends that this amendment be approved.

HISTORY/ANALYSIS: There has been an instance where a change of ownership of a corporation did not meet the requirements to be able to transfer the existing license held by the corporation. The corporation had applied for a new license. This amendment makes it clear in such circumstances that the license holder can continue to serve alcoholic beverages under the existing license until the city council makes a decision on the new license application. Sales under the old license cease when city council makes a decision on the new license. If that decision is to grant the new license, business operations of the licensee would continue without interruption under the new license. If the city council denies the new license, the licensee's authority to operate under the old license would be terminated and the business would have to cease sales of alcoholic beverages.

City Attorney: _____

A handwritten signature in black ink, appearing to read "Jay Moran", is written over a horizontal line that serves as a signature line.

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ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA

At the regular meeting of the St. Marys City Council, held in the St. Marys City Hall, St. Marys, Georgia:

Present:

William DeLoughy, Mayor
Robert L. Nutter, Councilman, Post 1
Nancy Stasinis, Councilwoman, Post 2
Jim Gant, Councilman, Post 3
Keith Post, Councilman, Post 4
John Morrissey, Councilman, Post 5
Sidney Howell, Councilman, Post 6

On motion of _____, which carried _____, the following Ordinance amendment was adopted:

AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, SECTION 10-13 TO PROVIDE FOR CONTINUED OPERATION ON A PRIOR LICENSE BY APPLICANT FOR A NEW LICENSE FOLLOWING A CHANGE OF OWNERSHIP NOT QUALIFYING FOR A TRANSFER, AND FOR OTHER PURPOSES AS SET FORTH THEREIN.

Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this day of _____, 2013 that section _____ of the Code of Ordinances, City of St. Marys, Georgia is hereby amended to read as follows:

Sec. 10-13. - Transferability of license.

(a) No license for the sale of alcoholic beverages shall be transferable, except as otherwise provided in this section.

(b) In case of the death of a licensee, the establishment shall be allowed to continue to sell alcoholic beverages for a period of 45 days from the date of death or until expiration of the license or until approval of a new license, whichever shall first occur, provided that no sale of alcoholic beverages shall be allowed unless a personal representative of the estate, appointed by a probate court of competent jurisdiction, shall make application for authorization with the city clerk within ten days of the death of the licensee.

(c) If a license is surrendered or a licensee severs his association with a licensed establishment, the establishment may not continue to sell alcoholic beverages and no sale of alcohol beverages shall resume unless and until a new license is issued.

1 (d) Nothing in this section, however, shall prohibit one or more of the partners of a
2 general or limited partnership holding a license to withdraw from the partnership in favor
3 of one or more of the partners who were partners at the time of the issuance of the
4 license. This section shall not prohibit transfer of stock between persons who held stock
5 in the corporation at the time of issuance of the license, nor shall it prohibit transfers of
6 stock which do not result in any person increasing his stock holdings to a total of ten
7 percent or more of any class of stock.

8
9 (e) Except as provided in subsections (a) through (d) of this section, any change in the
10 ownership of any entity owning a licensed establishment shall cancel and revoke any
11 license pursuant to this chapter automatically, without the necessity of any hearing.

12
13 (f) Violation of this section shall result in revocation of the license being used and a fine
14 on the new ownership and the old ownership of not less than \$550.00. No license will
15 be issued to the old or the new owner in the city for one year from the date of such
16 violation.

17
18 (g) Application for transfer must be made by the licensee holding the license to be
19 transferred. Should a licensee make application to the city clerk for a transfer of location
20 and should such a transfer of a location be approved, with no change in ownership of
21 the business, the license fee paid for the previous license shall be applied to the new
22 location. Each applicant for transfer of location shall pay transfer fee in the amount
23 listed on the approved fee schedule.

24
25 (h) All applications shall be accompanied by a letter certifying that the applicant does
26 not have any pending criminal charges and that applicant has no convictions from any
27 county, state or federal court for the past ten years.

28
29 (i) When a change of ownership has occurred for any licensee which is not eligible for a
30 transfer of the existing license to the new owner and the new owner(s) has applied for a
31 new license, sales may continue under the prior license until the city council makes a
32 decision on the application for the new license.

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35
36 **This Amendment** shall become effective upon passage.

37
38 **ST. MARYS CITY COUNCIL**
39 **ST. MARYS, GEORGIA**

40
41
42
43 _____
44 **BILL DELOUGHY, MAYOR**

45
46
47
48
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50
ATTEST:

DEBORAH WALKER-REED, CITY CLERK
CITY OF ST. MARYS, GEORGIA

1 (i) When a change of ownership has occurred for any licensee which is not eligible for a
2 transfer of the existing license to the new owner and the new owner(s) has applied for a
3 new license, sales may continue under the prior license until the city council makes a
4 decision on the application for the new license.

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CITY COUNCIL MEETING

November 18, 2013

TITLE: KENNETH KELLEY D/B/A CHAMPS SPORTS BAR- NEW ALCOHOL LICENSE:
Public Hearing Advertising

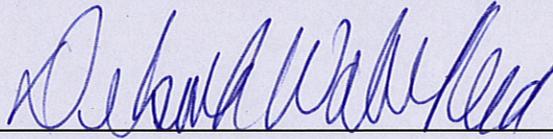
PURPOSE: The City Clerk requests approval to advertise a public hearing for beer and wine license on premise consumption with food for Champs Sports Bar.

RECOMMENDATION: The City Clerk recommends approval to advertise for a public hearing at 5:45 p.m. on Monday, December 2, 2013 in the Council Chamber at City Hall.

HISTORY: Mr. Kenneth Kelley made an application for an alcohol license for the sale of beer and wine on premise consumption with food. The business will be located at 2714 Osborne Road, Suite L, St. Marys, Georgia 31558.

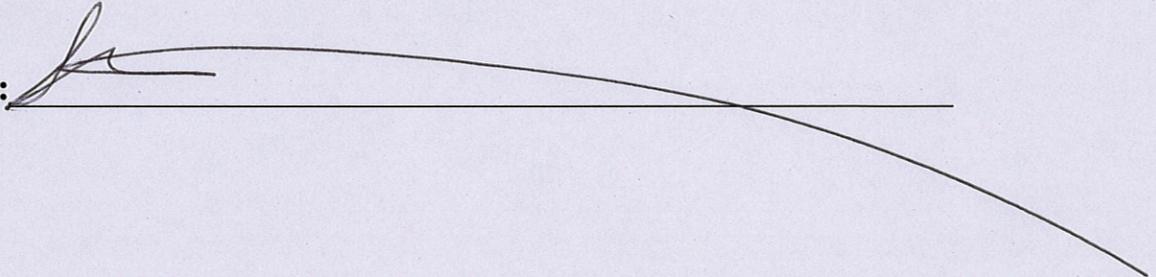
Department

Director: _____



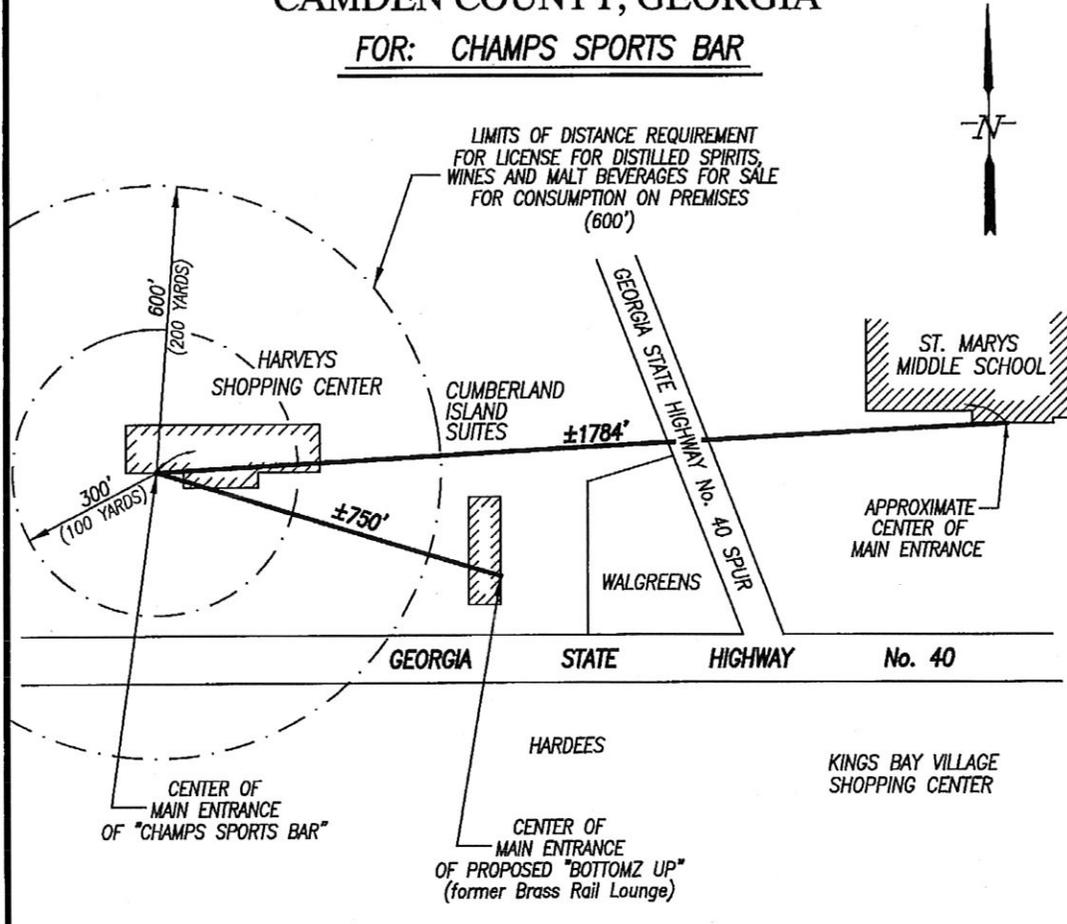
City

Manager: _____



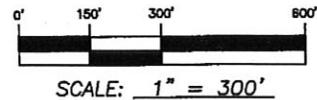
MAP TO SHOW
**ALCOHOL BEVERAGE LICENSE SURVEY FOR
 CHAMPS SPORTS BAR,
 CITY OF ST. MARYS, 29th G.M.D.,
 CAMDEN COUNTY, GEORGIA**

FOR: CHAMPS SPORTS BAR



NOTES:

- 1.) DUE TO EXCESSIVE DISTANCES BEYOND THE CITY OF ST. MARYS DISTANCE REQUIREMENT, ALL DISTANCES SHOWN HEREON WERE SCALED FROM AERIAL PHOTOGRAPHS AND VERIFIED USING SATELLITE MAPPING SOFTWARE.
- 2.) THERE ARE NO RESIDENTIAL DWELLINGS WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENT AT THIS TIME, 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.

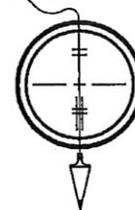


F.B.: BS111, PG.:
 SURVEY DATE: 11-01-2013

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: [Signature] DATE: 11-01-2013
 ERNEST R. BENNETT
 GA. REGISTERED SURVEYOR No. 2893

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



CITY OF ST. MARYS
418 OSBORNE STREET
ST. MARYS, GEORGIA 31558
TELEPHONE: 912-510-4041
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 Kenneth Kelley D/B/A Champs Sports Bar 2714 Osborne Road, Suite L, St. Marys, Georgia, for the sale of beer and wine on premise consumption with food. Notice is hereby given that a Public Hearing on this application is scheduled for Monday, December 2, 2013 at 5:45 p.m. in the Council Chamber 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: November 21ST & 28th, 2013

CITY COUNCIL MEETING

November 18, 2013

TITLE: D.C. SMITH ENTERPRISES, INC. D/B/A BOTTOMZ UP SALOON- NEW ALCOHOL
LICENSE: *Public Hearing Advertising*

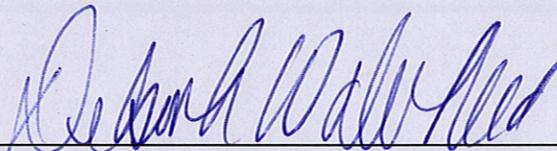
PURPOSE: The City Clerk requests approval to advertise a public hearing for beer, wine and liquor license on premise consumption without food for Bottomz Up Saloon.

RECOMMENDATION: The City Clerk recommends approval to advertise for a public hearing at 5:45 p.m. on Monday, December 2, 2013 in the Council Chamber at City Hall.

HISTORY: Mr. Daniel C. Smith (D.C. Smith Enterprises, Inc.) made an application for an alcohol license for the sale of beer, wine and liquor on premise consumption without food. The business will be located at 2710 Osborne Road, St. Marys, Georgia 31558.

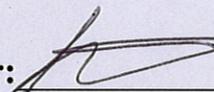
Department

Director: _____



City

Manager: _____

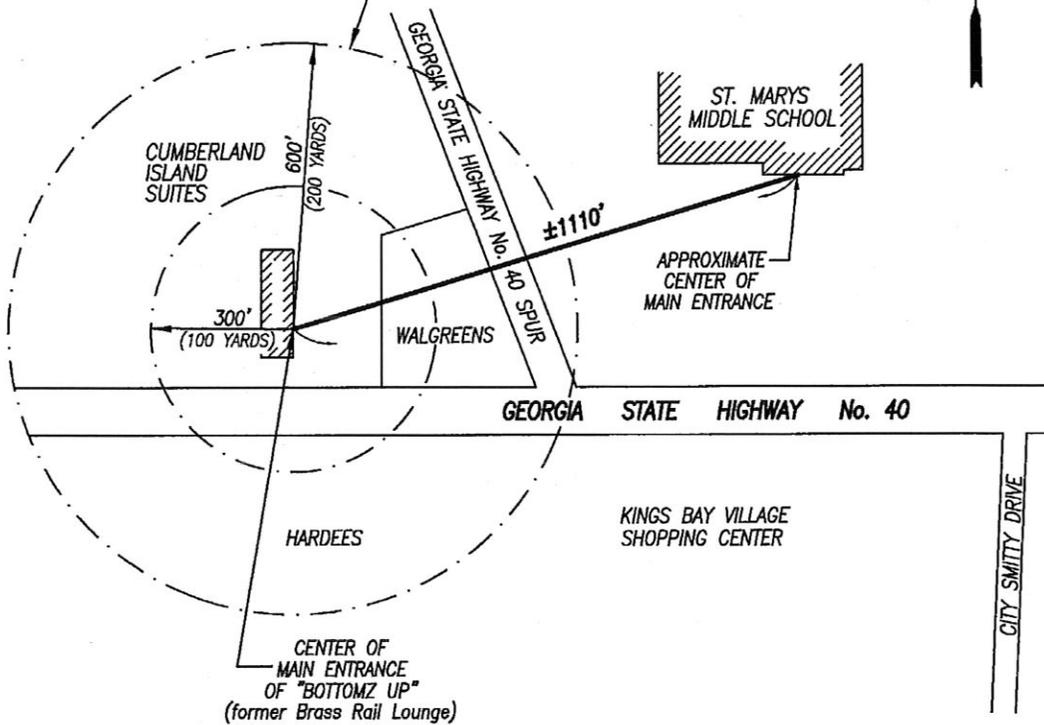


MAP TO SHOW

ALCOHOL BEVERAGE LICENSE SURVEY FOR BOTTOMZ UP, CITY OF ST. MARYS, 29th G.M.D., CAMDEN COUNTY, GEORGIA

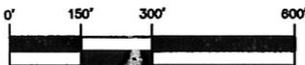
FOR: D.C. SMITH ENTERPRISES, INC. dba BOTTOMZ UP

LIMITS OF DISTANCE REQUIREMENT
FOR LICENSE FOR DISTILLED SPIRITS,
WINES AND MALT BEVERAGES FOR SALE
FOR CONSUMPTION ON PREMISES
(600')



NOTES:

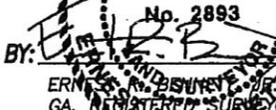
- 1.) DUE TO EXCESSIVE DISTANCES BEYOND THE CITY OF ST. MARYS DISTANCE REQUIREMENT, ALL DISTANCES SHOWN HEREON WERE SCALED FROM AERIAL PHOTOGRAPHS. AND VERIFIED USING SATELLITE MAPPING SOFTWARE.
- 2.) THERE ARE NO RESIDENTIAL DWELLINGS WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENT AT THIS TIME, AS 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.



SCALE: 1" = 300'

F.B.: BS11, PG.:
SURVEY DATE: 10-07-2013

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:  No. 2893
 ERNEST R. BENNETT, JR.
 GA. REGISTERED SURVEYOR No. 2893
 DATE: 10-07-2013

DWN. BY:
G.D.

CKD. BY:
R.B.



PREPARED BY:

BENNETT SURVEYING, INC.
Surveyors and Land Planners

102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
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CITY OF ST. MARYS
418 OSBORNE STREET
ST. MARYS, GEORGIA 31558
TELEPHONE: 912-510-4041
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 D. C. Smith Enterprises, Inc. D/B/A Bottomz Up Saloon 2710 Osborne Road, St. Marys, Georgia, for the sale of beer, wine and liquor on premise consumption without food. Notice is hereby given that a Public Hearing on this application is scheduled for Monday, December 2, 2013 at 5:45 p.m. in the Council Chamber 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: November 21ST & 28th, 2013

CITY COUNCIL MEETING

November 18, 2013

TITLE: PT. PETER WWTF SECURITY FENCE INSTALLATION

PURPOSE: To authorize the Mayor to sign a contract for the installation of a security fence at the Pt. Peter Waste Water Treatment Facility with Commercial Fence Company in the amount of \$35,060.00.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS:

The Pt. Peter Waste Water Treatment Facility was a victim of vandalism on November 9, 2012 causing damage to the facility and destroying a dump truck. A security and alarm system has been installed to monitor the operations building. Council approved \$60,000 for the installation of a security fence around the facility grounds enclosing the actual plant in FY 2014 budget.

The Public Works Department developed a Request for Bids package for the installation of a security fence at the Pt. Peter Waste Water Treatment Facility. Bids were received by the City on October 30, 2013. The City received bids from eleven contractors ranging in price of \$35,060.00 (low) to \$53,722.91 (high). Attached is the bid tabulation.

After reviewing the bids, it is the recommendation of the Public Works Department to award the contract to Commercial Fence Company in the amount of \$35,060.00 as the lowest responsive, responsible bidder.

Funding for this project would come from Budget Item 505-54310 54.1200.

Department Director: 

City Manager: 

**Pt. Peter Waste Water Treatment Facility Security Fence Installation Bid Tabulation Form
10-30-2013 2:00 pm**

VENDOR	BID AMOUNT	Addendum	1 Original & 2 Copies	Local & Within 5%
George P. Coyle & Sons, Inc.	\$ 46,563.00	Y	Y	N
Deloach Fence Company, Inc	\$ 43,750.00	Y	Y	Y/N @ 25%
B.W. West Georgia Fence Co., Inc.	\$ 46,139.00	Y	Y	N
T & T Fencing Co., Inc.	\$ 44,050.00	Y	Y	N
Armstrong Fence Co.	\$ 40,440.00	Y	Y	N
Creative Services & Fence Co., Inc.	\$ 45,775.00	Y	Y	N
AA Classic Fencing, Inc.	\$ 53,722.91	Y	Y	N
Savannah Fence & Entry Systems, Inc.	\$ 47,652.00	Y	Y	N
Maner Builders Supply Co.	\$ 47,400.00	Y	Y	N
Commercial Fence Contractors, Inc.	\$ 35,060.00	Y	Y	N
Natural Enclosures Fence Co.	\$ 43,463.00	Y	Y	N

PT. PETER WASTE WATER TREATMENT FACILITY
SECURITY FENCE INSTALLATION

Bid Form

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

PT. PETER WASTE WATER TREATMENT FACILITY – SECURITY FENCE

DATE SUBMITTED: 10-28-13

Gentlemen:

Having carefully examined the Plans, Specifications, and other Contract Documents relating to the PT. PETER WWTF – SECURITY FENCE, and Addendum No.(s) 1+2, 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:

Total Construction Lump Sum Bid: Thirty Five thousand sixty dollars \$ 35,060.00

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 sixty (60) calendar days following such time.

In case the bidder is given in writing by mail, telegraph, email or delivery the Notice of Acceptance of the Bid Proposal within sixty (60) days after the time for the opening of bids, the undersigned agrees to execute within ten (10) 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 15 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.

PT. PETER WASTE WATER TREATMENT FACILITY
SECURITY FENCE INSTALLATION

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 sixty (60) 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:

Commercial Fence Contractors
Bidder (Print Name)

Mark Wolvers
Signature (Owner, Partner or Corp. Officer)

1610 N. Goldenrod Rd
Orlando FL 32807
Address

Vice Pres
Title

813-478-0150
Telephone Number

If Corporation, affix seal here (SEAL)

PT. PETER WASTE WATER TREATMENT FACILITY
SECURITY FENCE INSTALLATION

Description	Quantity		Unit Cost	Total Price
Material and Installation - Chain-link Fence, 6 Ft. high, commercial grade, 3 strand barbwire, bottom tension wire, top rail, posts, corner bracing, and miscellaneous hardware	2800	Lf	10.90	30,520.00
Material and Installation - 20 foot opening double swing gates	2	Each	1275.00	2,550.00
Material and Installation - 22 foot opening double swing gates	1	Each	1350.00	1,350.00
Material and Installation - 3' access gate	1	Each	640.00	640.00

TOTAL BID 35,060.00

**PT. PETER WASTE WATER TREATMENT FACILITY
SECURITY FENCE INSTALLATION**

**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.:	Pt. Peter Waste Water Treatment Facilities – Security Fence

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.

SR45409
EEV / E-Verify™ Company Identification Number

Commercial Fence Contractors
BY: Authorized Officer or Agent
(Contractor Name)

10-28-13
Date

General Manager
Title of Authorized Officer or Agent of Contractor

Steve Ryan
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

28 DAY OF Dec 2013
Mark Wolsefer
Notary Public
My Commission Expires



[NOTARY SEAL]

*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

**PT. PETER WASTE WATER TREATMENT FACILITY
SECURITY FENCE INSTALLATION**

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

Contractor's Name:	<i>Commercial Fence Contractors</i>
Entity's Name:	City of St. Marys
Solicitation Name or Contract No.:	Pt. Peter Waste Water Treatment Facilities – Security Fence

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors used to perform under the state contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the State Entity within five (5) days of the addition of any new subcontractor used to perform under the identified state contract.

Contractor's Name:	<i>Commercial Fence Contractors</i>
Subcontractors:	<i>NO Sub Contractors</i>



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

**PT. PETER WASTE WATER TREATMENT FACILITY
SECURITY FENCE INSTALLATION**

ADDENDUM #1

October 24, 2013

TO ALL BIDDERS:

Please recognize the following answers to submitted questions or clarification to the plans and specifications

No extension of bid date will be provided as a result of this addendum.

Bidders are hereby informed that the plans and specifications for the above mentioned contract are modified, corrected and/or supplemented as follows and that Addendum #1 becomes a part of the Contract Documents and consists of the following:

The following is responses to questions received.

- Does material need to be all American (Buy America Act)?
No.
- Approximately how long after Bid Opening will a Notice To Proceed be issued?
St. Marys' City Council will have to make decision on the award. Once the project is awarded The Notice to Proceed will be issued after all contract documents have been executed.
- Is all fencing going into existing dirt? Asphalt? Concrete? Rocks?
The Fence is to be installed outside all paved areas.
- Grading and staking of the proposed fence line, if required, done by the others?
Is the fence line clear of obstructions?
Will the fence line be marked as to where the new fence goes?
No grading is required or staking is required. The site has already been cleared and graded with the fence following the path shown on the site plan.
- Are there any bonds required for this project? Bid bond or Performance bond?
No Bid Bond or Performance Bond is required.
- Is SS40 steel fence materials acceptable? It meets GDOT specifications and is a domestic product.
Yes.

- Could you tell me if those are all chain link fences or will they be electronic gates?
All gates are Chain Link Swing gates manually opened and closed.
- Will the contractor be required to provide any existing fence removal?
No existing fence is to be removed.
- Will the contractor be required to obtain any permits, if so, who is the applicable agency?
No permits are required.
- Please confirm that you really want 2.0 oz. /ft². minimum pipe. Is standard 1.80 oz. /ft². Acceptable?
Under Specifications – Chain Link Fences and Gates (section 2.1, 2.2, and 2.3); Remove all references to 2.0 oz. /ft² and replace with the standard 1.8 oz. /ft².
- The specifications section 2.2 calls for a top, middle, and bottom rail. Section 2.3 calls for tension wire; please clarify as to what is required, top rail, middle brace and bottom tension wire, or something else.
Only a top rail and bottom tension wire is required except at the Terminal Posts - a brace rail is required per Section 3.2 – C.

Please Fax acknowledgement of receipt to:
City of St. Marys Purchasing
(912) 510- 4012

Commercial Fence Contractors
Company

Paul West Signed *10-28-13* Date

**Commercial Fence Con.
1610 N Goldenrod Rd
Orlando, FL 32807
877-663-8653 V
407-367-3777 F**



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

**PT. PETER WASTE WATER TREATMENT FACILITY
SECURITY FENCE INSTALLATION**

ADDENDUM #2

October 25, 2013

TO ALL BIDDERS:

Please recognize the following answers to submitted questions or clarification to the plans and specifications

No extension of bid date will be provided as a result of this addendum.

Bidders are hereby informed that the plans and specifications for the above mentioned contract are modified, corrected and/or supplemented as follows and that Addendum #1 becomes a part of the Contract Documents and consists of the following:

The following is responses to questions received.

- Chain link fabric according to ASTM A392 is either Class 1 which is 1.2 oz or Class 2 which is 2.0 oz.

Chain link fabric to be Class 2 – 2.0oz/ft².

Please Fax acknowledgement of receipt to:
City of St. Marys Purchasing
(912) 510- 4012

Commercial Fence Contractors

Company

Signed

[Signature]

Date

10-28-13

**Commercial Fence Con.
1610 N Goldenrod Rd
Orlando, FL 32807
877-663-8653 V
407-367-3777 F**

DESCRIPTIONS (Continued from Page 1)

Additional Insureds Primary/Non Contributory Coverage when required by contract Endorsement CGL 025 (11/08)
Primary and Non Contributory with respects to Auto Liability if required by written contract per Additional
Insured Designated Person or Organization Primary/Non Contributory coverage when required by contract
endorsement CAU 042 (12/08)

For Informational Purposes Only

BB&T**Insurance Services**
Global Resources — Client Focused

J. Rolfe Davis Insurance
850 Concourse Parkway South, Suite 200
Maitland 32751-6141
(407) 891-9600
Toll Free (800) 886-0554

May 1, 2013

Re: Commercial Fence Contractors, Inc.

We are the bonding and insurance agent for the captioned contractor and have known the principals involved for over 24 years.

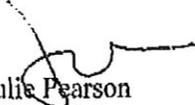
We have found them to be of the highest integrity and extremely capable in their field of construction. We have never had a complaint from an owner, supplier, or general contractor. We recommend them for any project in their field they may undertake.

We currently have set up a bond line of credit in excess of \$2,500,000. with Ohio Casualty Insurance Company (a member of the Liberty Mutual Surety family). This figure is not their limit but merely a guide to handle their every day needs. Ohio Casualty Insurance Company holds a current A.M. Best Rating of A XV and a Federal Treasury Listing of \$78,870,000.

We at BB&T-J. Rolfe Davis Insurance are pleased to provide the insurance and suretyship for Commercial Fence Contractors, Inc. and if we can be of any further service please give us a call.

You understand of course, that any arrangement for final bonds is a matter between the contractor and the surety. Neither the contractor, the surety nor we assume any liability to third parties, nor to you, if for any reason we do not execute said bonds.

Best regards,



Julie Pearson
Senior Account Manager



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

WOLSEFER, MARK WARREN
COMMERCIAL FENCE CONTRACTORS INC
12740 AMBER AVE
CLERMONT FL 34711-7120

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6120882
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBCL255478 05/07/12 118181798

CERTIFIED BUILDING CONTRACTOR
WOLSEFER, MARK WARREN
COMMERCIAL FENCE CONTRACTORS INC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12050701271

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINE-MARK™ PATENTED PAPER

AC# 6120882

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12050701271

DATE	BATCH NUMBER	LICENSE NUMBER
05/07/2012	118181798	CBCL255478

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

WOLSEFER, MARK WARREN
COMMERCIAL FENCE CONTRACTORS INC
12740 AMBER AVE
CLERMONT FL 34711-7120

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

PARTIAL LIST OF CURRENT PROJECT'S

- | | |
|---|--|
| 1. Universal Studios Project P609
\$69,000.00 99% complete
G.C. Hensel Phelps | Expected completion 09-13
Contact: Tena McGuff
Phone 407-363-3530 |
| 2. Orange County Schools Term Contract
\$150,000.00 Long Term
Owner.OCPS | Expected completion 4-14
Contact: Elizabeth VanLandingham
Phone 407-317-3700 |
| 3. Duval County Schools Term Contract
\$500,000.00 Long Term
Owner.DCPS | Expected completion 2-15
Contact: Kevin Morgan
Phone: 904-334-4950 |
| 4. St. Lucie High School Fence
\$45,000.00 75% complete
CM: The Morganti Group | Expected Completion 12-13
Contact: Brandon Noble
Phone: 772-201-3234 |
| 5. Marriot World Center
\$125,000.00 90% complete
GC: PCL Construction | Expected Completion 09-13
Contact: Jody Reynolds
Phone: 407-363-0059 |
| 6. Venice High School
\$112,000.00 25% complete
GC: Gilbane | Expected Completion 02-14
Contact: Matt Leake
Phone: 941-485-3600 |
| 7. Indian River S. County Park
\$121,000.00 0% complete
G.C. Barth Construction | Expected completion 10-13
Contact: Jason Fykes
Phone: 772-778-3072 |
| 4. Duval County Courthouse Fence
\$25,000.00 75% complete
CM: The Morganti Group | Expected Completion 12-13
Contact: Joe Capraro
Phone: 772-260-1911 |

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PARTIAL LIST OF COMPLETED PROJECT'S

1. Indian River Transit Facility
GC: Barth Construction
Contact: Jason Fykes
\$43,500.00 Completed 4-12
Phone: 772-778-3072

2. St. Johns Juvenile Detention Addition
GC: Allstate Construction Co.
Contact: Stu Griffith
\$59,500.00 Completed 6-11
Phone 850-514-1004

3. Lego Land Theme Park
GC: PCL Construction
Contact: Jesse Meyer
\$510,000.00 Completed 4-12
Phone 407-427-5571

4. Flagler County Airport
Owner: Flagler County
Contact: Roy Sieger
\$142,000.00 Completed 6-11
Phone 386-437-0401

5. Seminole County Port Authority
Owner: Seminole County
Contact: Andrew Gale
\$19,280.00 Completed 4-11
Phone 407-322-4798

6. Springfield Ga. Public Works
Owner: Sumpter County Ga.
Contact: Matt Morris
\$13,795.00 Completed 12-12
Phone 912-754-6666

7. St. John Work Release Facility
GC: K.P. Meiring
Contact: Kemper Meiring
\$68,140.00 Completed 4-12
Phone 904-810-5101

7. Hendrix Park
Owner: Byan County Ga.
Contact: Prat Lackwood
\$117,000.00 Completed 2-13
Phone 912-657-6538

9. Lincoln Academy Ft. Pierce
G.C. The Morganti Group
Contact: Brandon Noble
\$179,500.00 Completion 10-12
Phone 772-201-3234

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PARTIAL LIST OF GENERAL PROJECT'S COMPLETED

A partial list of general projects successfully completed by Commercial Fence Contractors, Inc. is as follows.

Disney Animal Kingdom	\$1,700,000.00
Disney Animal Kingdom, Gorilla Area-Security Fencing	\$67,180.00
Disney Marketplace Shopping Village-Pedestrian Fencing	\$79,098.00
Disney Park Central-Security Fencing	\$79,099.00
Disney Savannah	\$96,668.00
Disney Asia 3A-Security Fencing	\$141,590.00
Disney Fort Wilderness – Perimeter Fencing	\$23,715.00
Disney DAK Lodge – Security Fencing	\$746,908.00
MGM Rockin Rollercoaster – Perimeter Fencing	\$5,233.00
Bartow Hospital – Perimeter Fencing	\$9,625.00
Commercial Carrier Facility – Perimeter Fencing	\$15,550.00
Universal Wallace Road-Perimeter Fencing	\$74,467.33
Universal Studios Site D-Security Fencing	\$14,000.00
Copperfield's Magic Underground at MGM-Screening	\$8,880.00
American Tower Site-Security Fencing	\$44,352.00
Crystal River Airport-Perimeter Fencing	\$131,131.50
Collier County Transportation Facility	\$34,300.00
FSU Softball Complex-Ball fields	\$77,837.00
New Ocala Sportsplex-Sports Fencing	\$68,577.00
Mills Field Park, St. John's County-Ball Fields	\$28,000.00
Orange Co. Middle School #3-Perimeter Fence	\$95,405.00
Metro West Learning Center-Perimeter Fence	\$18,373.00
Webster Ballfield Compelx	\$18,300.00
FDOT Yearly Maintenance. Contract E 2A19	\$227,765.00
FDOT I-10 Duvall-Right of Way	\$221,001.00
FDOT I-10 Duvall-Right of Way	\$196,715.00
FDOT Polk Co. Parkway Sec. 7- Right of Way	\$230,000.00
FDOT I-95 Indian River County - Right of Way	\$193,250.00
Veterans Medical Center West Palm – Security Fencing	\$95,839.00
Charlotte Pipe Foundry-Perimeter Fence	\$43,133.00
Marion County Fairgrounds-Perimeter Fencing	\$35,000.00
Wal-Mart Lake Wales-Security Fencing	\$36,415.00
Wal-Mart Garden Center-Port St. Lucie	\$32,000.00

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CITY COUNCIL MEETING
November 18, 2013

TITLE: PUBLIC WORKS DEPARTMENT POSITION VACANCY

PURPOSE: To authorize the filling of a vacant full time position in the Public Works Department.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: An employee in the Public Works Department has resigned (effective November 15, 2013) in order to take a position on the Navy base. The vacated position is a full time budgeted position within the Public Works Department. Typically, when a vacancy occurs, the position is advertised internally before being sent out for external applications. If an internal employee is chosen for the vacant position, then a new vacancy is created within the Department. It is requested that City Council allow the hiring of an employee to fill the vacancy created after the internal movements (if any) are completed. The City Manager and I have had discussions concerning the Public Works Department's workload and employee allocations and both feel that the position needs to be filled.

Department

Director:



City

Manager:

