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

December 15, 2014

PUBLIC HEARING
"Alcohol License for Selcuk Erkal, D/B/A Papa Luigis Restaurant"
5:45 P.M.

COUNCIL MEETING
6:00 P.M.

AMENDED AGENDA (12/10/2014)

I. CALL TO ORDER

II. INVOCATION: *Councilmember Sam Colville*

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL **QUORUM: YES____ NO____**

V. APPROVAL OF MINUTES: *December 1, 2014 Regular City Council Meeting Minutes*

VI. PRESENTATIONS:

CITY COUNCIL RECOGNITION OF SERVICE: *Councilmember Nancy Stasinis*

POLICE AUXILIARY (CAMDEN HOUSE): *Chief of Police*

BOARD ANNOUNCEMENT (VACANCY):
Board of Ethics (Elaine Powierski)

BOARD ANNOUNCEMENTS (TERM EXPIRATIONS):

1. *Board of Ethics (Heidi Benz, David Schmitz, Jim Wells)*
2. *Historic Preservation Commission (Martha Bailey, George Beaver & David Grimm)*
3. *Oak Grove Cemetery Authority (Rick Douylliez and Christopher Thurner)*
4. *Planning Commission (Michael Rich & Royal Weaver)*
5. *Senior Advisory Committee (Joyce Galloway, Cynthia Hollingsworth, Chuck Landham, Gene Sumner & Doug Vaught)*
6. *Tree Board (Curt Lacy)*

BOARD APPOINTMENTS (VACANCIES):
St. Marys Industrial Development Authority (Kyle Lewis and Simon Scott)

VII. SET CONSENT AGENDA

VIII. APPROVAL OF THE AGENDA

IX. GRANTING AUDIENCE TO THE PUBLIC

X. OLD BUSINESS:

A. **NAME CONSIDERATION-UNNAMED POND:** *Roger Weaver (Planning Director) Consideration of request by Mr. Charles Notter to name a pond currently referred to as Notter's Pond* ……**TAB "A"**

B. **2015 ALCOHOL LICENSE SELCUK ERKAL (PAPA LUIGI RESTAURANT):** *City Clerk Council consideration to approve a new 2015 liquor license for Mr. Selcuk Erkal D/B/A Papa Luigis Restaurant for the sale of beer and wine on premise consumption with food* ……**TAB "B"**

XI. NEW BUSINESS:

A. **RESOLUTION-VOTING METHODS:** *Mayor John F. Morrissey* ……**TAB "C"**

B. **PROCLAMATION-SEISMIC AIR GUN TESTING:** *Councilmember Robert L. Nutter Proclamation denouncing Seismic Air gun Testing along the east coast from Delaware to mid-Florida* ……**TAB "D"**

C. **AGREEMENT FOR CABLE/TELECOMMUNICATIONS MANAGEMENT SERVICES & BUDGET ORDINANCE FOR DANDY STREET CELL TOWER:** ……**TAB "E"**
John J. Holman (City Manager)
Request authorization to enter into an agreement with Georgia Municipal Association in the amount of $8.877.50 for assistance in negotiating agreement for third contract amendment and renewal option for Dandy Street Tower Contract and Telecommunications Services and Budget Ordinance approval

D. **RESOLUTION-TELECOMMUNICATIONS MANAGEMENT SERVICE AGREEMENT:**
John J. Holman (City Manager) ……**TAB "F"**
Request approval of resolution required by GMA to authorize Mayor John F. Morrissey to execute a Telecommunications Management Service Agreement

E. **2015 ALCOHOL LICENSE RENEWALS:** *City Clerk* ……**TAB "G"**
To approve Alcohol License renewals for 2015

F. **RESOLUTION-COASTAL INCENTIVE GRANT:** *Roger Weaver (Planning Director) Request approval of resolution to support submission of grant application (Coastal Incentive Grant, Cycle 18) to study feasibility for creation of Storm Water Utility and aspects affecting feasibility* ……**TAB "H"**

G. **TECHNOLOGY BUSINESS CONTINUITY HARDWARE AND SERVICES AGREEMENT:**
Eugene Rudy (Information Technology Director) ……**TAB "I"**

Request authorization to enter into an agreement with Thinkgard for Business Continuity Management Services

H. CONSIDER DENIAL OF CLAIM BY RICKEY SULLIVAN, PARENT OF BRAXTON SULLIVAN: *Gary Moore (City Attorney)* ***Added*** ……**TAB "J"**

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

A. MONTHLY SEA GRANT & COMMUNITY RATING SYSTEM UPDATE: *Roger Weaver*

B. CALENDAR: *City Clerk*

XIII. REPORT OF MAYOR

XIV. GRANTING AUDIENCE TO THE PUBLIC

MAYOR AND COUNCIL COMMENTS

CITY MANAGER'S COMMENTS

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

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

CITY COUNCIL MEETING
December 1, 2014
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, December 1, 2014 in the Council Chamber at City Hall.

PRESENT WERE:

Mayor John F. Morrissey
Councilmember Sam L. Colville
Councilmember Jim Gant
Councilmember Robert L. Nutter
Councilmember Dave Reilly
Councilmember Nancy Stasinis
Councilmember Linda P. Williams

CITY OFFICIALS PRESENT:

John J. Holman, City Manager
Jennifer Brown, Finance Director
Bobby Marr, Public Works Director
Roger Weaver, Planning Director
Robert Horton, Fire Chief
Timothy Hatch, Police Chief

CALL TO ORDER:

Mayor Morrissey called the City Council Meeting to order at 6:00 p.m. A student name Brandon with an invitation from Mayor John F. Morrissey gave the invocation. Mayor Morrissey led the audience in the pledge of allegiance. Council roll call indicated a quorum of Council members present for the meeting.

APPROVAL OF MINUTES: *November 17, 2014 Regular City Council Meeting Minutes*

Councilmember Colville made a motion to approve the November 17, 2014 Regular City Council meeting minutes. Councilmember Williams seconded the motion. Voting was unanimous in favor of the motion.

PRESENTATIONS:

BOARD ANNOUNCEMENT (VACANCY): *St. Marys Development Authority (Simon Scott)*

Mayor Morrissey announced the vacancy on the St. Marys Development Authority (IDA).

BOARD APPOINTMENT (VACANCY): *St. Marys Industrial Development Authority (Kyle Lewis)*

Mayor Morrissey stated no applications were received for the St. Marys Industrial Development Authority (IDA) and announced the opening on the authority.

SET CONSENT AGENDA (*):

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

APPROVAL OF THE AGENDA:

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

GRANTING AUDIENCE TO THE PUBLIC:

Cathy Kloess, 5731 18th Street, Zephyrhills, Florida: Ms. Kloess mentioned St. Marys Police Department's action toward businesses, Jeff Stanford's management of airport, Jay Stanford's operation of Airport Authority and Attorney Stein's invoices/practices.

Dave Schmitz, 112 New Hammock Circle: Mr. Schmitz mentioned airport operations/opportunities and encouraged City Council to work toward a solution.

OLD BUSINESS:

A. NAMING RIGHTS POLICY FOR CITY ASSETS: *John J. Holman* (City Manager)
To approve Naming Rights Policy regarding City Assets
The City Manager mentioned the following: comments submitted from residents on proposed policy, Naming Rights Policy assisting City personnel with requests, policy does not supersede ordinances for Planning/Zoning/ Historic Preservation, policy would not apply to previously submitted requests and stated City Council has final approval.

Councilmember Colville made a motion to adopt the Naming Rights Policy as presented. Councilmember Stasinis seconded the motion. Councilmember Colville moved for discussion and stated his concerns were with using should versus shall (legal distinction). Mr. Colville stated Mr. Holman explained the policy is a work in progress. Councilmember Reilly mentioned naming in memoriam versus living nominations for land. Mr. Holman stated requested such as that one are outside of the policy and Council has final approval.

Councilmember Gant asked for clarification on Advisory Committee, Ad-Hoc Committee and ensuring residents received replies to comments. Mr. Holman stated the policy would be revised with Ad-Hoc and replies would be sent to residents. Councilmember Nutter asked about sponsorship/donations as in the Maritime Heritage Trail benches/plaques. Mayor Morrissey stated sponsorships/donations similar to the Maritime Heritage Trail would not be handled under this policy. Voting was unanimous in favor of the motion.

NEW BUSINESS:

A. ST. MARYS AIRPORT FEDERAL CAPITAL IMPROVEMENT PROGRAM (2016-2020): *John J. Holman (City Manager) Consideration of the federal 5 year Capital Improvement Plan for the existing St. Marys Airport*
The City Manager stated the Capital Improvement Plan is developed by the Airport Authority and submitted to City Council for approval which earmark's state and federal funds. Mr. Holman emphasized the City is not required to complete the projects but the documents provide a placeholder.

Councilmember Reilly made a motion to approve the submitted five year Capital Improvement Plan (2016-2020) for state and federal funding at the St. Marys Airport. Councilmember Colville seconded the motion. Councilmember Gant moved for discussion and asked for clarification on obstruction removal by others listed. Mr. Holman stated two trees and a power pole were identified by the Federal Aviation Administration. Councilmember Nutter mentioned funds already earmarked for tree removal and permission from land owners received for the project. Mr. Holman stated he would research the issue.

Councilmember Nutter stated the following projects might benefit the airport, assist economic efforts in the City and potentially improve relations between the airport and Navy: Discontinue runway 4-22 instead of remark at a cost of $40,000, shorten 4-22 runway 2,000

feet (decrease from 5,000 to 3,000) which runs North/South since an issue with the Navy, discontinue lighting on 4-22, clear trees on Osborne Street side so start of runway closer to Osborne, lengthen runway 13/31 to 5,000 feet, increase width from 50 feet to 100 feet on 13/31 to make it the main runway, address moving power poles, and have 4-22 utilized for smaller planes for crosswind. Councilmember Gant stated the Airport Authority might want to review the suggestions and get back with the City at the December 15, 2014 meeting. Mr. Jeff Stanford (Airport Fixed Based Operator) stated the numbers required for the project would take longer to obtain not including the process required by the FAA. Councilmember Reilly stated his motion stands for approval.

Councilmember Nutter amended the motion to state: City Council provide direction to Airport Authority to research possibility of implementing the projects previously mentioned, and schedule a meeting between the Airport Authority, Navy and City Council. Councilmember Gant seconded the motion. Voting was recorded as follows:

FOR	ABSTAINED	OPPOSED
Councilmember Gant	Councilmember Williams	Councilmember Colville
Councilmember Nutter		Councilmember Reilly
		Councilmember Stasinis

The motion did not pass.

Councilmember Reilly's previous motion as presented: Councilmember Reilly made a motion to approve the submitted five year Capital Improvement Plan (2016-2020) for state and federal funding at the St. Marys Airport. Councilmember Colville seconded the motion. Voting was recorded as follows:

FOR	OPPOSED
Councilmember Colville	Councilmember Nutter
Councilmember Gant	
Councilmember Reilly	
Councilmember Stasinis	
Councilmember Williams	

B. <u>RESOLUTION GREENWAY TRAILS GRANT FOR ST. MARYS INTRACOASTAL GATEWAY PROPERTY (*)</u>: *John J. Holman (City Manager)*
Request approval of resolution to submit for the Greenway Trails Grant regarding the St. Marys Intracoastal Gateway property
Councilmember Reilly made a motion to approve the resolution for the Recreation Trails Program Grant (RTP) for extension of Greenway/St. Marys Intracoastal Gateway Trail from the end of the T/E Grant. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

C. <u>DANDY STREET CELL TOWER CONTRACT AMENDMENT/RENEWAL (*)</u>: *John J. Holman (City Manager) Request authorization for City Manager and City personnel to negotiate Cell Tower Contract amendment/renewal. Authorization requested for City Attorney to forward Notice of non-renewal of Cell Tower Agreement regarding 60 day notification period*
Councilmember Reilly made a motion to authorize the City Manager and City personnel to negotiate Cell Tower Contract amendment/renewal and authorized City Attorney (Gary Moore) to move forward on Notice of non-renewal of Cell Tower Agreement regarding 60 day notification period. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

D. 1ST QUARTER TOWN HALL MEETING: *City Clerk*

To schedule the 1st Quarter Town Hall Meeting for Thursday, January 8, 2015 at 6:00 p.m.

Mayor Morrissey requested the 1st Quarter Town Hall meeting be moved to Thursday, January 15, 2015 to coincide with a State of City address. Various Councilmembers were unable to attend the January 15, 2015 requested date. Councilmember Williams made a motion to schedule the 1st Quarter Town Hall meeting for Thursday, January 8, 2015 at 6:00 p.m. Councilmember Nutter seconded the motion. Voting was recorded as follows:

FOR	ABSTAINED
Councilmember Colville	Councilmember Stasinis
Councilmember Gant	
Councilmember Nutter	
Councilmember Reilly	
Councilmember Williams	

E. SELCUK ERKAL D/B/A PAPA LUIGIS RESTAURANT (*): *City Clerk*

Request approval to advertise a public hearing for a 2015 beer and wine alcohol license on premise consumption for Papa Luigis Restaurant

Councilmember Reilly made a motion to approve a new 2015 alcohol license for Selcuk Erkal D/B/A Papa Luigis Restaurant for the sale of beer and wine on premise consumption with food. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

F. BUDGET ORDINANCE (WASHINGTON OAK & PUMP TRAFFIC CIRCLE PROJECT) (*):

Jennifer Brown (Finance Director) Request amendment to FY2015 General Fund Budget to reflect expense and income for the project in the amount of $1,750 from the City and $2,000 from the St. Marys Masonic Order

Councilmember Reilly made a motion to approve the Budget Ordinance for Washington Oak & Pump Traffic Circle Project from General Fund to reflect expense and income in the amount of $1,750 from the City and $2,000 from St. Marys Masonic. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. FINANCE DIRECTOR'S REPORT: *Jennifer Brown (Finance Director)*

The Finance Director presented the fourth month financial report on revenues and expenditures for the General, Tourism, SPLOST, Water & Sewer, Solid Waste, and Aquatic Center Funds for FY 2015. The Finance Director stated the City is in better financial shape than last year citing an increase in revenue. Ms. Brown also mentioned the payment made on the water/sewer bond. A copy of the report is attached as part of the official minutes.

B. CALENDAR: *City Clerk*

The City Clerk announced upcoming events, activities and meetings up to December 15, 2014.

REPORT OF MAYOR:

Mayor Morrissey encouraged everyone to attend the next Film Festival and mentioned the Change of Command Ceremony for the West Virginia that took place in St. Marys.

GRANTING AUDIENCE TO THE PUBLIC:

Judy Thurner, 202 West Bryant Street: Mrs. Thurner invited every to attend and support the Tour of Homes on Saturday, December 13, 2014.

Larry White, 102 Sylvia's Court: Mr. White encouraged everyone to support Small Business Saturday next year. Mr. White asked City Council to work toward resolving the airport issue.

Jeff Stanford, 400 Dandy Street: Mr. Stanford spoke about the Airport Authority Mission, his business at the airport, and any updates to resolving the airport issue.

Jane Canning, 410 Point Peter Place: Mrs. Canning mentioned indoor extension cords being utilized outside at Orange Hall and tour guides giving out incorrect information on the tour.
City Council tasked Mr. Holman to review extension being utilized at Orange Hall.

Cathy Kloess, 5731 18th Street, Zephyrhills, Florida: Ms. Kloess referenced Jay and Jeff Stanford at the airport and was redirected by Mayor Morrissey to address an issue in the City not individuals. Ms. Kloess mentioned business operations in the City.

Chris Thurner, 202 West Bryant Street: Mr. Thurner suggested raising City property taxes to increase police personnel, speeding on Osborne Street and the possibility of scheduling White Lighting before Thanksgiving.

MAYOR AND COUNCIL COMMENTS:
Councilmember Williams stated she did not participate in cyber Monday to support local businesses. Councilmember Colville thanked volunteers who participated in Cruisers Thanksgiving meal at Seagle's Restaurant. Mr. Colville stated he hopes the event will continue to increase in size and thanked Jerry/Gaila Brandon and reporter Gordon Jackson (Brunswick Paper) for his article. Councilmember Reilly spoke about the Greenway Project, telephone conference with Fernandina Beach, Florida regarding ferry service to continue bicycle trail and marketing to the 88,000 people who visit Crooked River Park each year.

Councilmember Gant invited everyone to attend the last scheduled full council Voting Districts meeting on Thursday, December 4, 2014 (5:30 p.m.) at the new Senior Center (120 Davis Street). Mr. Gant encouraged residents to invite residents/neighbor/friends that did not attend previously. Mr. Gant stated the Voting Districts issue is very important and can have a lasting affect for all residents in St. Marys.

CITY MANAGER'S COMMENTS:
The City Manager gave a brief update on the following: positive impact of utilizing temporary employees for grass maintenance, possibility of including temporary help in FY 2016 Budget, prospect of relocating Trolley Building and collaboration with residents/Kiwanis, Gaines Davis Project moving forward, Marsh & Wright Street Project new date and questions raised by Okefenokee Electric regarding telephone pole stabilization, Georgia Department of Transportation approval of FY 2013 LMIG, Defensive Driving Training conducted on November 17th and upcoming make-up training for January 2015, Fire & Safety Grant submission for fire truck by Fire Chief Horton, Georgia Department of Transportation airport inspection scheduled for February 2015, and GDOT reviewing the Wayfinding Project (Camden County, Kingsland, and St. Marys).

EXECUTIVE SESSION: There was no Executive Session.

ADJOURNMENT:

Councilmember Colville made a motion for adjournment. Councilmember Williams seconded the motion. Voting was unanimous in favor of the motion. Mayor Morrissey declared the meeting adjourned at 7:27 p.m.

Respectfully submitted,

_____

Deborah Walker-Reed, City Clerk

Board Announcement

Board of Ethics Vacancy

Board Announcements

Term Expirations

1. Board of Ethics (3)
2. Historic Preservation Commission (3)
3. Oak Grove Cemetery Authority (2)
4. Planning Commission (2)
5. Senior Advisory Committee (5)
6. Tree Board (1)

Board Appointments

St. Marys Development Authority (IDA)
(2 positions)

CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 12/10/2014

Board interested in serving on: DASM

Name: David Reilly

Address: 1062 Greenwillow Dr

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

Contact Phone Numbers: 882 7201 (H) 467-3692 (C)

E-mail Address: davejr0343@yahoo.com

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

- currently council appointee to DDA
- Developing small business lines through Base Contract 7 years as logistics mgr 2 years as Program Mgr
- Over 30 years of managing complex ship/submarine work, missile production + in marine Base Services Contract including Business Development.

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

Help to create a synergy between DDA + DASM as well as provide a link to the council - especially critical as we begin developing new master plan.

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: [signature]

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

Old Business

CITY COUNCIL MEETING
December 15, 2014

NEW BUSINESS: CONSIDER THE NAMING OF A CURRENTLY UNNAMED CITY POND

PURPOSE: To approve the naming of a currently unnamed pond that is commonly referred to as *Notters Pond* and the placing of an appropriate sign.

RECOMMENDATION: As this item was presented prior to the adoption of a policy for this naming, the request is not guided by the new policy and the City Manager and Planning Department recommend approval.

HISTORY/ANALYSIS: This item was first presented to CC for review and approval at their September 15, 2014 meeting. At this meeting the following data was presented:

> *Mr. Charles Notter, in conjunction with PSA, has shepherded the development of this pond and park since 2004. He has arranged for, and in some instances, paid for clearing the area, planting trees, installing an aerator (spray fountain), picnic tables and benches, and other items. Mr. Notter was a major contributor and participant in the recently successful Cops and Bobbers fishing event sponsored by the SMPD.*

Subsequent to this request, CC instructed the City Manager to research and arrive at a policy for naming public assets. This was accomplished, and at the November 17, 2014, the resolution to adopt the policy for the naming of any City asset. The Notter request was made prior to the adopting of the policy, and is therefore not under its guidance. The CC can therefore either approve or deny the application.

This approval should also be contingent on either (or both) PSA or Mr. Notter that they pay for the creation and installation of the sign, as well as pay for any maintenance repair or replacement for a minimum of five (5) years.

ATTACHMENTS: *Aerial view of the pond showing its location*

Department Director: _____
Roger A. Weaver, CFM, Planning Director

City Manager: _____
John J. Holman, City Manager

LOCATION OF UNNAMED POND THAT IS REQUESTED TO BE NAMED *'NOTTERS' POND'*

CITY COUNCIL MEETING
December 15, 2014

TITLE: SELCUK ERKAL D/B/A PAPA LUIGIS (NEW ALCOHOL LICENSE)

PURPOSE: Council consideration to approve Selcuk Erkal D/B/A Papa Luigis new 2015 Alcohol License for the sale of beer and wine, on premise consumption with food.

RECOMMENDATION: Having met all requirements, staff recommends approval of a new 2015 beer and wine license on premise consumption with food.

HISTORY: At the last meeting (December 1, 2014), 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. Selcuk Erkal (owner of Papa Luigis) is currently open and operating as a restaurant at 143 City Smitty Drive, St. Marys, Georgia 31558. Mr. Erkal had a previous alcohol license for several years at this location.

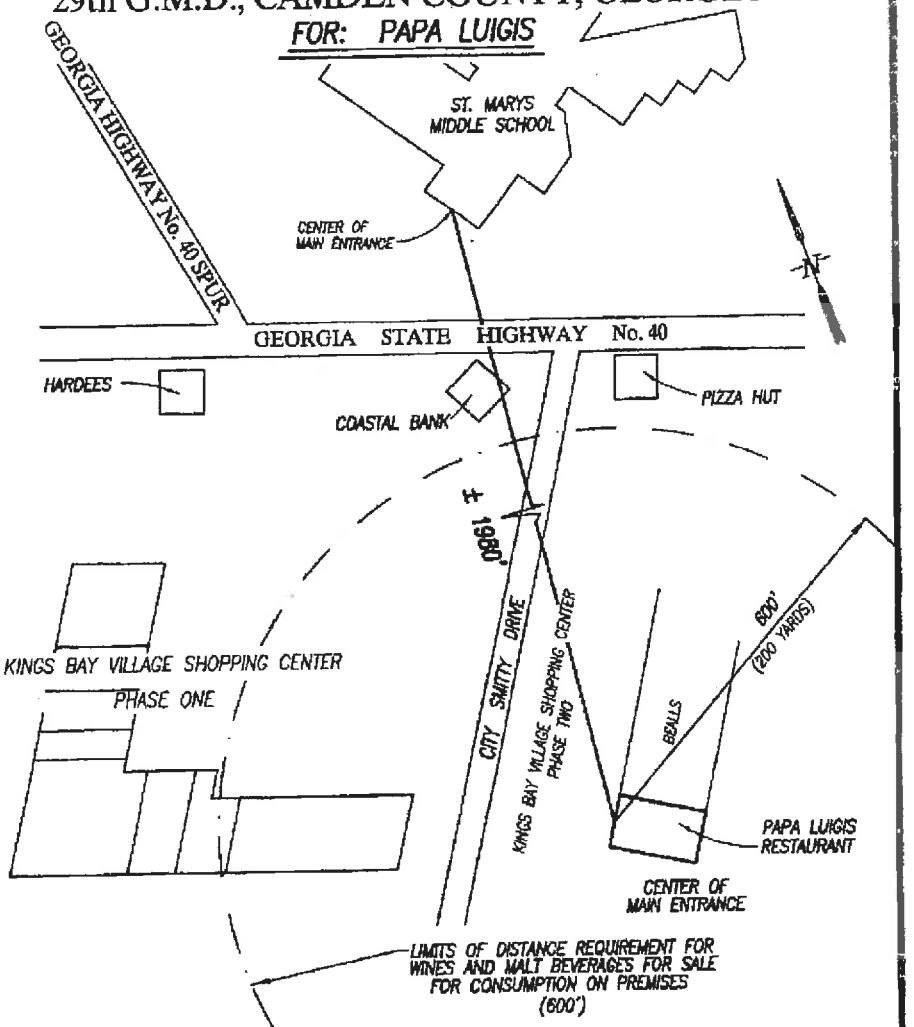
Department Director:_____

City Manager:_____

MAP TO SHOW

ALCOHOL BEVERAGE LICENSE SURVEY FOR PAPA LUIGIS RESTAURANT, CITY OF ST. MARYS, 29th G.M.D., CAMDEN COUNTY, GEORGIA

FOR: PAPA LUIGIS



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 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.

0' 100' 200' 400'

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.

REGISTERED No. 2893

BY: _____ DATE: 01-24-2014

ERNEST R. BENNETT
GA. REGISTERED LAND 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

F.B.: —, PG.: — SURVEY DATE: 01-24-2014 CAD FILE: CAD\BSI\CAMDEN\ST MARYS\PAPA LUIGIS.DWG

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 Selcuk Erkal LLC D/B/A Papa Luigis at 143 City Smitty Drive, 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 15, 2014 at 5:45 p.m. in the Council Chambers at St. Marys City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

Deborah Walker-Reed
Deborah Walker-Reed, City Clerk

PLEASE RUN: December 4th & 11th

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

2015
YEAR

APPLICATION
ALCOHOL BEVERAGE LICENSE

TYPE OF LICENSE

		ON-PREMISE		OFF-PREMISE	
BEER & WINE	$ 1,100.00	X With Food	___Without Food	___With Food	___Without Food
SPIRITUOUS LIQUOR	$ 1,650.00	___With Food	___Without Food	___With Food	___Without Food
BEER/WINE/LIQUOR	$ 2,750.00	___With Food	___Without Food	___With Food	___Without Food
PRIVATE CLUBS	$ 550.00	___With Food	___Without Food		
TEMPORARY DAILY	$ 110.00	___With Food	___Without Food (Two days per year.)		
ADMINISTRATION FEE	$ 150.00	_____			

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:
papa luigis

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:
Selcuk Erkal
143 City Smitti. dr Saintmarys GA 31558

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:
N/A

(b) Officers' names, Social Security numbers, telephone numbers, and addresses:
President:
N/A

Vice President:

N/A

Secretary:

N/A

Treasurer:

N/A

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

Board Member:

Board Member:

Board Member:

`Board Member:

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:

Selcuk Erkal

143 City Smithy dr Stmary's GA 31558

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:

N/A

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:

143 City Smitty dr Saintmarys GA 31558

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 license:

papa luigis

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 12th day of Nov, 20 14

APPLICANT(s)

WITNESS

NOTARY PUBLIC
[SEAL] Notary Public, Camden County, Georgia
My Commission Expires July 5, 2016

City of St. Marys, Georgia

Date application and check received City: 11/12/14 **City Clerk:**

New Business

House of Representatives

JASON SPENCER
REPRESENTATIVE DISTRICT 180
28 YACHTSMEN COURT
WOODBINE, GEORGIA 31569
(912) 576-5810 (H)
(912) 541-0243 (C)
E-MAIL: jason.spencer@house.ga.gov

COVERDELL LEGISLATIVE OFFICE BUILDING
ROOM 411
ATLANTA, GA 30334
(404) 656-0126
FAX (404) 651-8086

STANDING COMMITTEES:
SECRETARY, SPECIAL RULES
GAME, FISH AND PARKS
JUVENILE JUSTICE
CHILDREN AND YOUTH

October 6, 2014

To: Members of the St. Marys City Council

Re: Proposed Apportioned Voting Districts for City of St. Marys

Dear Mayor and Council Members:

At the request of citizens, I have had the Office of Congressional and Legislative Reapportionment to create a proposed map that would apportion the city of St. Marys in to balanced and weighted voting districts. Please see the attached documents for your review.

The proposed map has been created based on the following general criteria:

1. Compliance with U.S. and Georgia Constitutions as well as the Voting Rights Act of 1965.

2. Considers common redistricting principles of compactness and contiguity and uses geographical features for boundary lines.

3. Creates 6 districts which correspond to the 6 existing Council posts and covers the various geographical areas within the city (i.e., northern area, western, central, etc.).

4. Balances district sizes to deviations of almost 0 (range of 20 people above to 15 below), meaning all districts contain nearly the exact same number of people, based on the 2010 Census.

5. Uses Census geography at its lowest level, census blocks, which are typically drawn based on geographical features, to define the boundaries of each district.

This map is a preliminary proposal that is provided to assist a growing number of citizens in the city that are concerned about equal representation. These documents should assist you all in your discussions with concerned citizens. This map is only a proposal, and I anticipate changes to occur after some input from the City Council. If you have specific questions regarding the proposal, please do not hesitate to call.

Sincerely,

Jason Spencer

Rep. Jason Spencer

House of Representatives

JASON SPENCER
REPRESENTATIVE DISTRICT 180
28 YACHTSMEN COURT
WOODBINE, GEORGIA 31569
(912) 576-5810 (H)
(912) 541-0243 (C)
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STANDING COMMITTEES:
SPECIAL RULES, SECRETARY
GAME, FISH AND PARKS
HUMAN RELATIONS AND AGING
JUVENILE JUSTICE

December 4, 2014

To: Mayor Morrissey and Members of City Council, St. Marys

Re: Conclusion of public meetings on proposed voting districts

Dear Honorable Colleagues,

First, I want to thank you all for holding public forums to discuss the proposed voting districts for St. Marys. These forums were a necessary exercise to accurately gauge the sentiment of the public on this issue. Since I was elected to office, there have been residents of St. Marys that have increasingly become concerned with the current voting "At-Large" method for city council members. Over the last four years, this concern has continued to grow. As result, I was approached this year to put forward a proposal to start a discussion about possibly changing the current voting method, and I honored that request out of respect for their concerns about equal representation.

After three public meetings on the issue, I have come to the conclusion that most of the citizens want to maintain the "At-Large" voting method in St. Marys. In a republic form of government, it is incumbent upon elected officials to listen and consider all sides of an issue. Even more importantly, citizens who want to affect change must also participate in their government as a prerequisite for decision makers to act on their behalf. During this exercise, it was clear that those who have expressed interest in voting districts lacked the passion and the desire to participate in that necessary process. As a result, they have forfeited their right to see a change to voting districts, unless they make a renewed and committed effort to engage their local leadership. To paraphrase philosopher Joseph de Mastier, "Every community gets the government it deserves" as a result of either participating or not participating in the democratic process.

I look forward to receiving the council's collective decision on this matter, and I will honor whatever decision the city council makes. Again, thank you for fostering a healthy discussion that this community sorely needed. I believe this issue has been given its due by the public. You all should be commended.

Please do not hesitate to call me to discuss this matter.

Sincerely,

Jason Spencer

Rep. Jason Spencer

ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA

Resolution Number:
Reading and Adoption:

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

Present:

John F. Morrissey, Mayor
Robert L. Nutter, Councilman, Post 1
Nancy Stasinis, Councilwoman, Post 2
Jim Gant, Councilman, Post 3
David Reilly, Councilman, Post 4
Sam L. Colville, Councilman, Post 5
Linda P. Williams, Councilwoman, Post 6

On the motion of _____, which carried _____the following Resolution was adopted:

Be it hereby resolved by the St. Marys City Council that:

WHEREAS, State Representative Jason Spencer wrote to the Mayor and Council of St. Marys on October 6, 2014 urging that the City of St. Marys consider whether it was appropriate to change the method by which members are elected to City Council: and

WHEREAS, in response the Mayor and Council determined that it was important to have input from the citizens of St. Marys on this issue; and

WHEREAS, three Public Sessions were held by the Mayor and Council between November 6, 2014 and December 4, 2014 at times and places convenient to the City's residents to maximize citizen participation in the Public Sessions; and

WHEREAS, a large number of citizens who attended the Public Sessions came from neighborhoods throughout the City; and

WHEREAS, the significant and overwhelming citizen consensus was to retain and maintain the current at large voting method for the election of members to City Council; and

WHEREAS, Representative Spencer was invited to and did attend two of the Public Sessions on November 6th and December 4th and concluded, in a letter dated December 4, 2014 to the Mayor and Council, that "most of the citizens want to maintain the 'At-Large' voting method in St. Marys" and that he would "honor whatever decision the city council makes" with regard to the election of members to City Council;

NOW THEREFORE, BE IT RESOLVED that there is overwhelming public support on the part of the citizens of St. Marys that there be no change to the current lawful method of at large voting for the election of members to City Council; and

BE IT FURTHER RESOLVED that the Mayor and Council find, based on the documents and testimony presented at the Public Sessions, that no further proceedings are necessary or required to retain the current method and procedure for the election of members to the City Council.

This Resolution shall be effective upon adoption.

This the 15th day of December, 2014.

ST. MARYS CITY COUNCIL

By:_____
John F. Morrissey, MAYOR

ATTEST:

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

Oppose seismic airgun tests off our coastal areas

point of view

neil armingeon

Imagine that an extremely loud sound is filling your living room.

The noise is constant, every 16 seconds, 24 hour a day, for weeks on end. Could you read? Communicate with your family? This isn't science fiction.

It could happen near our beaches and our coastal waters.

The oil and gas industry want to map oil and gas reserves off the Atlantic coast. To do that, it needs seismic airgun testing.

A vessel tows a seismic airgun, which shoots extremely loud blasts of compressed air many time more intense than a jet engine through the ocean and miles under the seafloor.

The proposed tests will cause destructive impacts to marine wildlife, coastal ecosystems, and beachside communities.

Currently, the Bureau of Ocean Energy Management is accepting public comment on a Programmatic Environmental Impact Statement that evaluates seismic airgun testing along 403 miles of the Atlantic coast from Delaware to Cape Canaveral, including Fernandina Beach, Jacksonville and St. Augustine.

The Area of Impact will extend from the shoreline out to 350 nautical miles encompassing 350,000 square miles. If approved, airgun testing is a precursor to opening our coasts to offshore drilling.

The Bureau of Ocean Energy Management estimates that airgun testing will threaten a multitude of wildlife, including marine mammals, sea turtles, pelagic fisheries and shore birds. These damages are called a "Take."

Whales, including the critically endangered Right Whale of which less than 360 remain, will suffer potential temporary and permanent hearing loss, abandonment of habitat, disruption of mating and feeding, beach strandings and death. Dolphins will endure a similar fate.

For whales and dolphins, which rely on their hearing to find food, communicate and reproduce, hearing is a matter of life and death. Hundreds of thousands of marine mammals could suffer.

Surveys offshore of heavily used beaches during the nesting season could temporarily displace breeding and nesting adult turtles and potentially disrupt time-critical activities such as hatchlings.

Airgun testing will impact fisheries. The impact area supports about 600 fish species and 108 fishing communities.

Potential impacts to fisheries from airgun blasts may include behavioral responses, masking of biologically important sounds, temporary hearing loss and physiological damage to eggs and larvae.

The damages to fisheries from airguns threaten fishing economies. In 2011, saltwater recreational anglers in the seven states adjacent to the impact area made 86 million fishing trips, and the recreational fisheries in these states are among this nation's most valuable.

The area's commercial fisheries were worth about $432 million in 2012.

The Deepwater Horizon oil spill taught us there is no such thing as clean oil and gas production. The small gain at the pump from offshore drilling is not worth the risk to our coastal economies, including tourism, recreation and fishing.

Our nation must begin to develop new sources of energy. Seismic airgun testing will just delay that process and harm wildlife, commercial and recreational fisheries, tourism and coastal recreation.

Let's protect Florida's coastal communities and the sea creatures.

Please email Gary Goeke (GGEIS@boem.gov) and ask to cancel plans for seismic airgun testing off the Atlantic coast.

Neil A. Armingeon of St. Augustine is the Matanzas Riverkeeper.

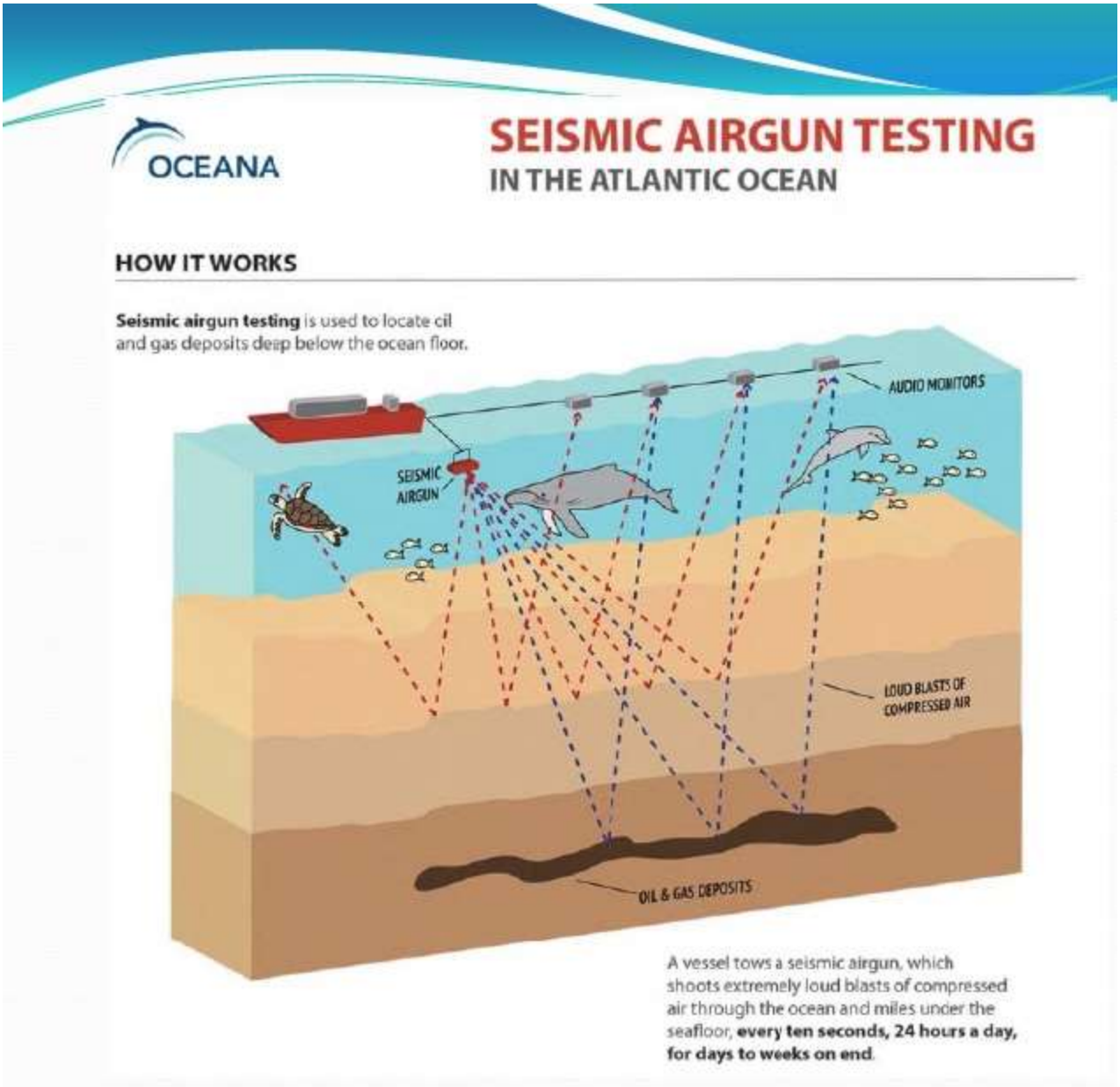
Fernandina Beach says no to seismic air gun testing in the Atlantic Ocean

Submitted by Suanne Z. Thamm
Reporter – News Analyst
December 4, 2014 5:54 p.m.

At the instigation of Commissioner Johnny Miller, the Fernandina Beach City Commission (FBCC) extended an invitation to Erin Handy of Oceana to address them at their December 2, 2014 Regular Meeting on the topic of seismic air gun testing in Atlantic waters off the east coast of the United States.

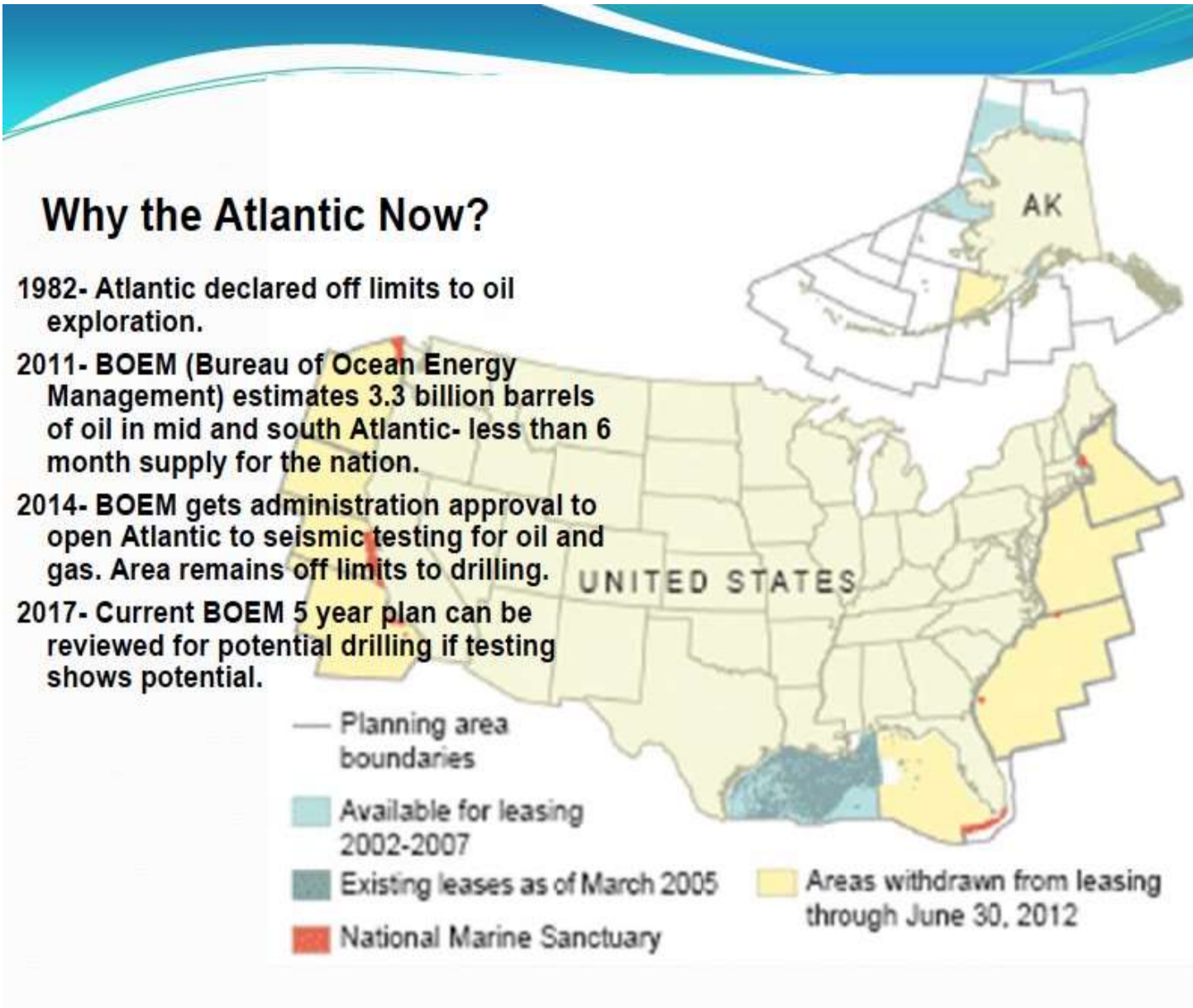
Founded in 2001, Oceana is the largest international organization focused solely on ocean conservation. They are currently directing efforts to persuade the Secretary of the Interior not to allow seismic air gun testing off the Eastern Seashore as a means to explore for oil and gas reserves. In 1982 the Atlantic was declared off limits to oil exploration. But in 2014 the Bureau of Ocean Energy Management (BOEM) received administration approval to open the Atlantic to seismic testing for oil and gas. It has been estimated that as much as 3.3 billion barrels of oil (less than a 6-month supply for the nation) may be found in the mid and south Atlantic off the US coast. The current BOEM 5-Year Plan can then be reviewed in 2017 for potential drilling if the seismic air

gun testing shows promising results. To date, nine companies have submitted applications for permits. Seismic air gun blasting could take place in the Atlantic, including off the Florida coast, as early as 2015.

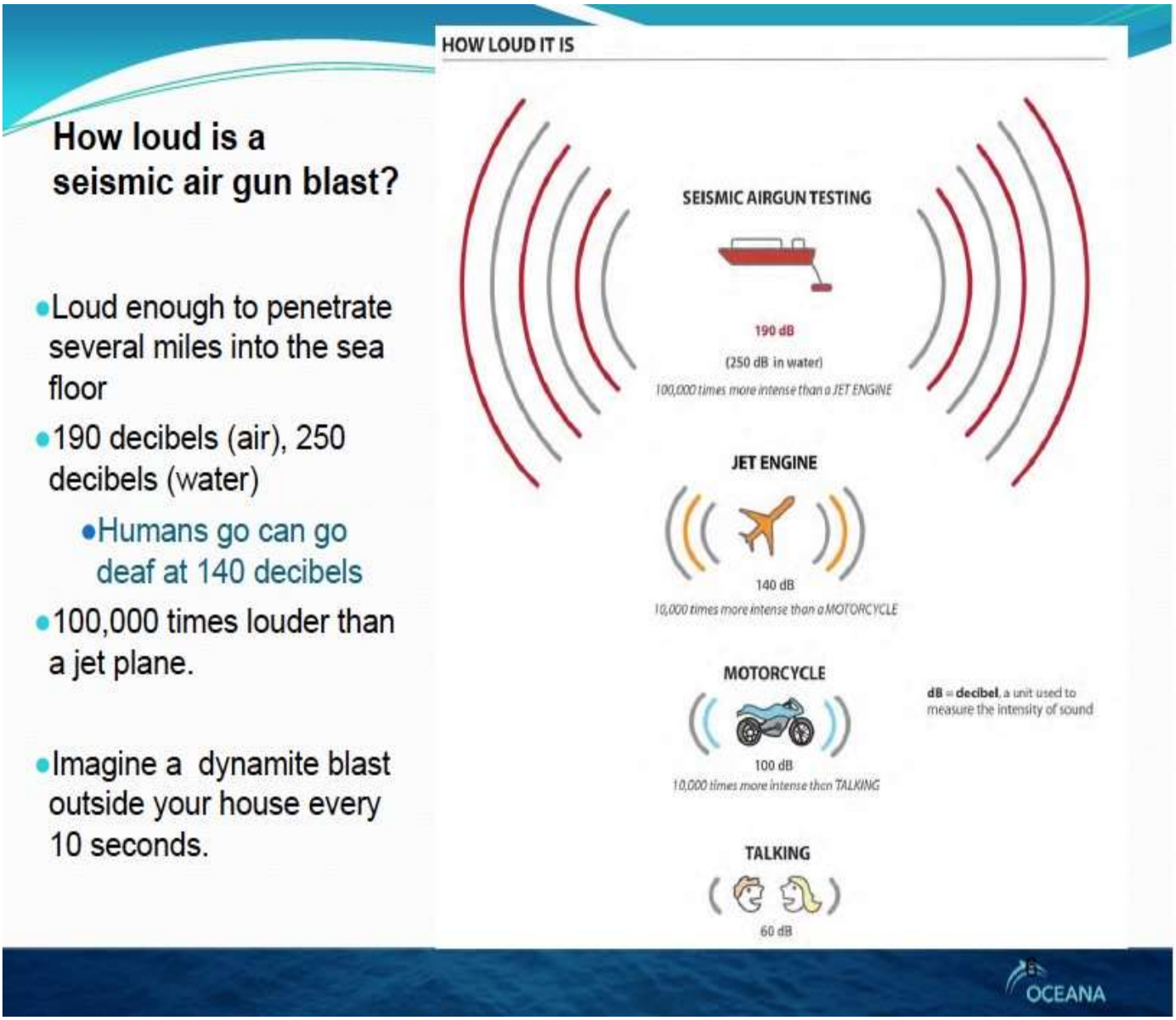


The air guns release blasts every 10 seconds, 24 hours a day, 7 days a week for weeks and months at a time. Different companies can conduct blasting in the same area again and again. The impact on marine mammals from such testing is significant. It disrupts mating and feeding habits, causes abandonment of habitat and temporary and permanent hearing loss, among other issues. It also adversely impacts the fishing and

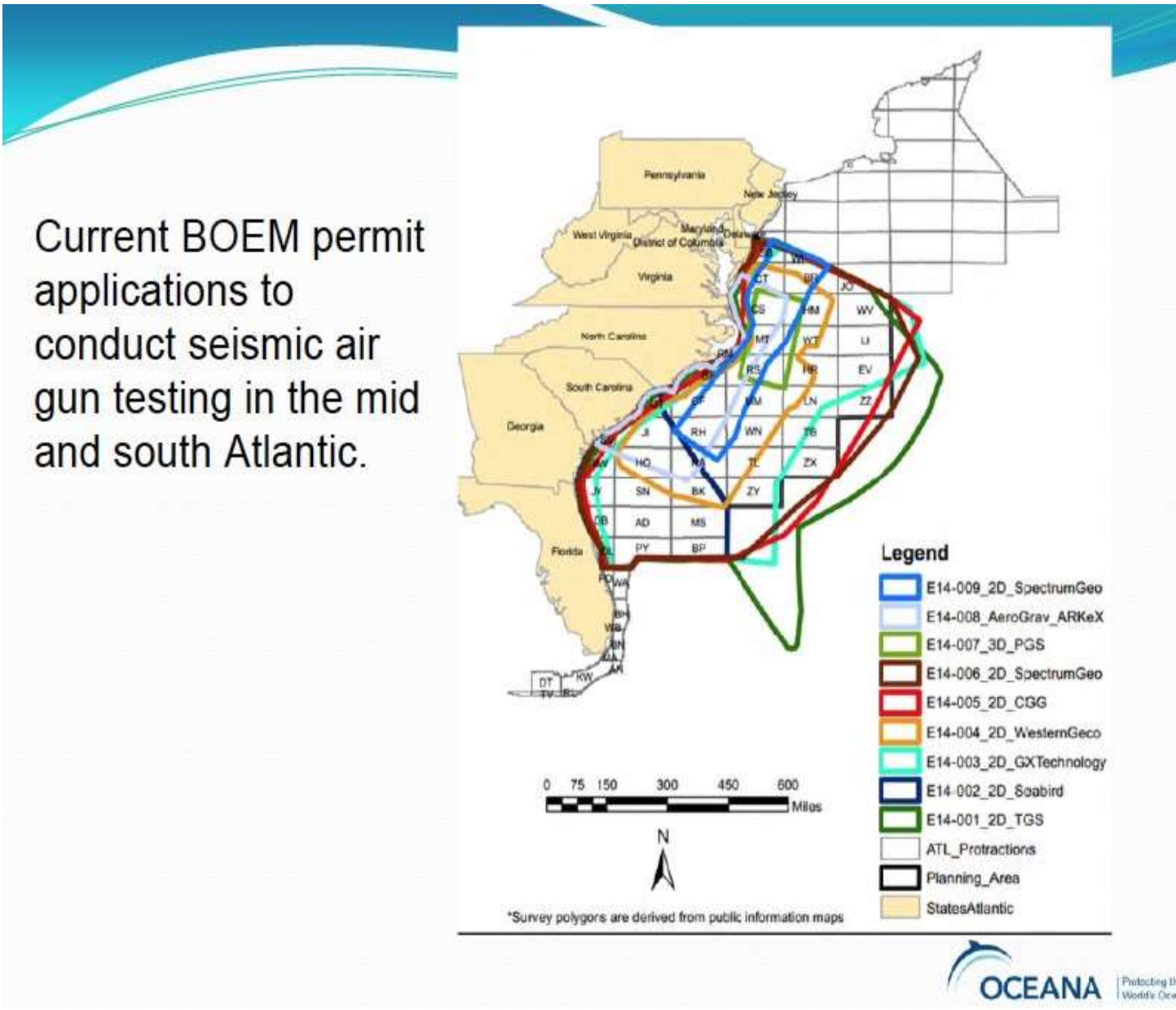
tourist industries. Handy emphasized the effects on the right whale breeding grounds right off Fernandina Beach.



Handy advised commissioners and the audience that the Secretary of the Interior has stated that she will take Governors' and state officials' opinions into consideration. Oceana is urging coastal residents to speak out individually and through their elected officials on the environmental and economic objections to seismic air gun testing. Their goal is to get 50% of the towns in each congressional district to sign letters of resolution opposing seismic air gun blasting in the Atlantic.



Commissioner Miller informed commissioners that he had experienced some of these low-frequency sounds emitted by seismic air guns while in the Navy, and that they are "super loud."



Commissioner Pat Gas moved and Vice Mayor Sarah Pelican seconded Resolution 2014-168 opposing seismic air gun testing in the Atlantic Ocean. The motion passed with unanimous support.

For additional information on seismic air gun testing and Oceana, visit Oceana's website oceana.org/en or contact Erin Handy at (904) 885-1348 or ehandy@oceana.org.

Editor's Note: Suanne Z. Thamm is a native of Chautauqua County, NY, who moved to Fernandina Beach from Alexandria,VA, in 1994. As a long time city resident and city watcher, she provides interesting insight into the many issues that impact our city. We are grateful for Suanne's many contributions to the Fernandina Observer.

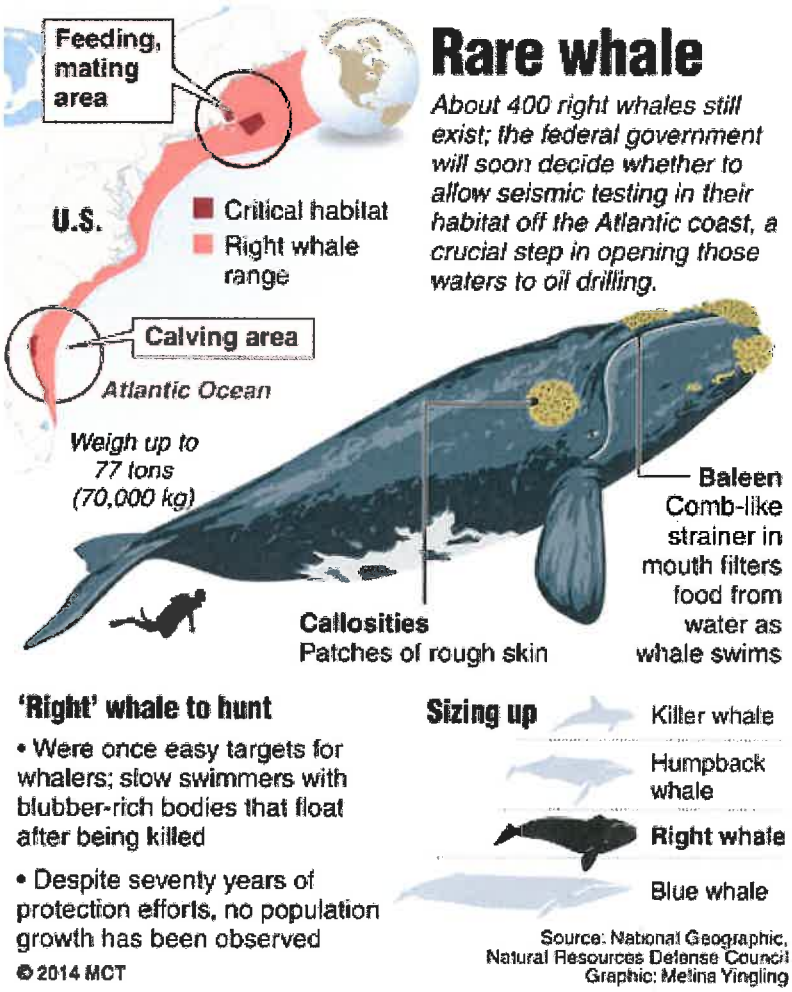
Should we blast Atlantic with air guns to map oil drilling potential?

By Sean Cockerham/McClatchyDC

January 10, 2014

A study of what the controversial seismic tests would do to whales, dolphins and fish is on track for release at the end of February, an Interior Department official told lawmakers on Friday. Pictured is a North Atlantic right whale (Eubalaena glacialis).

GEORGIA DEPARTMENT OF NATURAL RESOURCES — NOAA/MCT



WASHINGTON — The Obama administration is nearing a decision on allowing seismic testing off the Atlantic Coast, a critical step in opening waters off Virginia, the Carolinas and elsewhere to oil drilling.

A study of what the controversial seismic tests would do to whales, dolphins and fish is on track for release at the end of February, an Interior Department official told lawmakers Friday. The proposal received more than 55,000 public comments.

The tests are being considered from Delaware to Florida's Cape Canaveral, although most of the push for offshore drilling is in the areas off North Carolina, South Carolina and Virginia. Walter Cruickshank, deputy director of the Bureau of Ocean Energy Management, said the tests would reveal just how much oil and natural gas lies in the nation's mid and south Atlantic.

"The existing information was acquired decades ago with now-outdated technology," Cruickshank told the House energy subcommittee.

The federal government estimates 3.3 billion barrels of oil and 31.28 trillion cubic feet of natural gas along the entire Atlantic seabed. That's hardly the makings of a boom, and it's nine times smaller than estimated oil reserves off the Arctic coast of Alaska. But the Atlantic estimates from

the 1970s and 1980s are no doubt conservative, said James Knapp, a professor of earth and ocean sciences at the University of South Carolina, who also testified Friday. Modern seismic tests would provide a far better picture, he said.

There's contention over allowing the tests, though. The process involves vessels towing an array of seismic air guns that blast compressed air underwater, sending intense sound waves to the bottom of the ocean. The booms are repeated every 10 seconds or so for days or weeks, with their echoes used to map the location of the subsea oil and gas deposits.

No environmental groups were invited to testify at Friday's House of Representatives hearing on air guns, chaired by Rep. Doug Lamborn, a Republican drilling supporter from Colorado. But Oceana campaign director Claire Douglass said in an email that air gun blasts 100,000 times more intense than a jet engine pose threats to marine mammals, including the endangered right whale.

"These dynamite-like blasts can cause temporary or permanent hearing loss, which can seriously harm animals that depend on their hearing for critical life-sustaining behaviors such as feeding, mating and communicating," Douglass wrote.

Some 50 members of Congress, including a few Republicans, are also opposing the tests and have sent letters to President Barack Obama suggesting that the Department of Interior's own estimates indicate that up to 138,500 marine mammals could be injured.

The oil industry and members of Congress who support seismic testing said the fears of harm are overblown. They said care is taken to protect the marine mammals, and that the process is routine in Canada and the Gulf of Mexico. There has been debate in the Gulf of Mexico, though, where the oil industry, environmental groups and government agencies settled a lawsuit last summer by putting some areas off limits to air gun testing for 30 months while environmental studies are conducted.

Knapp, of the University of South Carolina's department of earth and ocean sciences, said the seismic testing offers a "truly historic opportunity" to evaluate the energy potential of the Atlantic, where oil drilling has been blocked for decades.

"I see no reason why we couldn't conduct those surveys in a safe and effective manner," he told the congressional subcommittee.

Politicians and the oil industry are pushing hard for the president to open up the Atlantic waters to oil drilling, with the industry's main trade group suggesting the most economic potential for revenue and jobs lies in North Carolina, followed by South Carolina and then Virginia.

The governors of those states all support drilling off their coasts. The Obama administration will focus next year on deciding whether to including Atlantic drilling in the next federal offshore leasing plan, which runs from 2017 through 2022.

Email: scockerham@mcclatchydc.com; Twitter: @seancockerham

St. Marys, Georgia

Proclamation

Protesting Seismic Airgun Testing Along the Coast of Georgia

WHEREAS, The Bureau of Ocean Energy Management (BOEM) proposes seismic airgun testing along 403 miles of the Atlantic Ocean (encompassing 350,000 square miles) from Delaware Bay to Florida's Cape Canaveral; and

WHEREAS, Seismic airgun testing involves extremely loud blasts of compressed air through the ocean and miles under the seafloor; and

WHEREAS, the proposed tests will cause destructive impacts to marine wildlife, coastal ecosystems and coastal communities; and

WHEREAS, the BOEM acknowledges that seismic airgun testing will negatively impact the already critically-endangered Right Whales and result in the death, deafening, and disruption of all marine species (e.g. dolphins and sea turtles)*;* and

WHEREAS, the estimated impacts to fisheries and commercial fishing possess the potential to cause irreparable harm to fishing economies which generates $11.8 billion annually and supports 222,000 jobs; and

WHEREAS, because of the enormous distances sound can travel in the ocean, the dangerous noise from this activity cannot remotely be confined to the waters off individual states that encourage it. Some impacts — particularly on the great baleen whales — would extend many hundreds of miles, affecting states as far north as New England. Fish and fisheries could be affected for tens of miles around every seismic ship; and

WHEREAS, the estimated oil reserves in the testing area have not been proven sufficient to offset the potential destruction of oil spills along the Atlantic coast - the proven off-shore Atlantic reserves would be the equivalent of just over seven years' of Gulf oil.

NOW, THEREFORE, let it be proclaimed by the City of St. Marys, Georgia, that we are firmly opposed to seismic airgun testing along the Atlantic Coast.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of December, in the year of our Lord Two Thousand and Fourteen.

City of St. Marys, Georgia

By:_____

Mayor John F. Morrissey, Mayor

Attest:_____

Deborah Walker-Reed, City Clerk

A Deaf Whale is A Dead Whale

Seismic Airgun Testing for Oil and Gas Threatens Marine Life and Coastal Economies

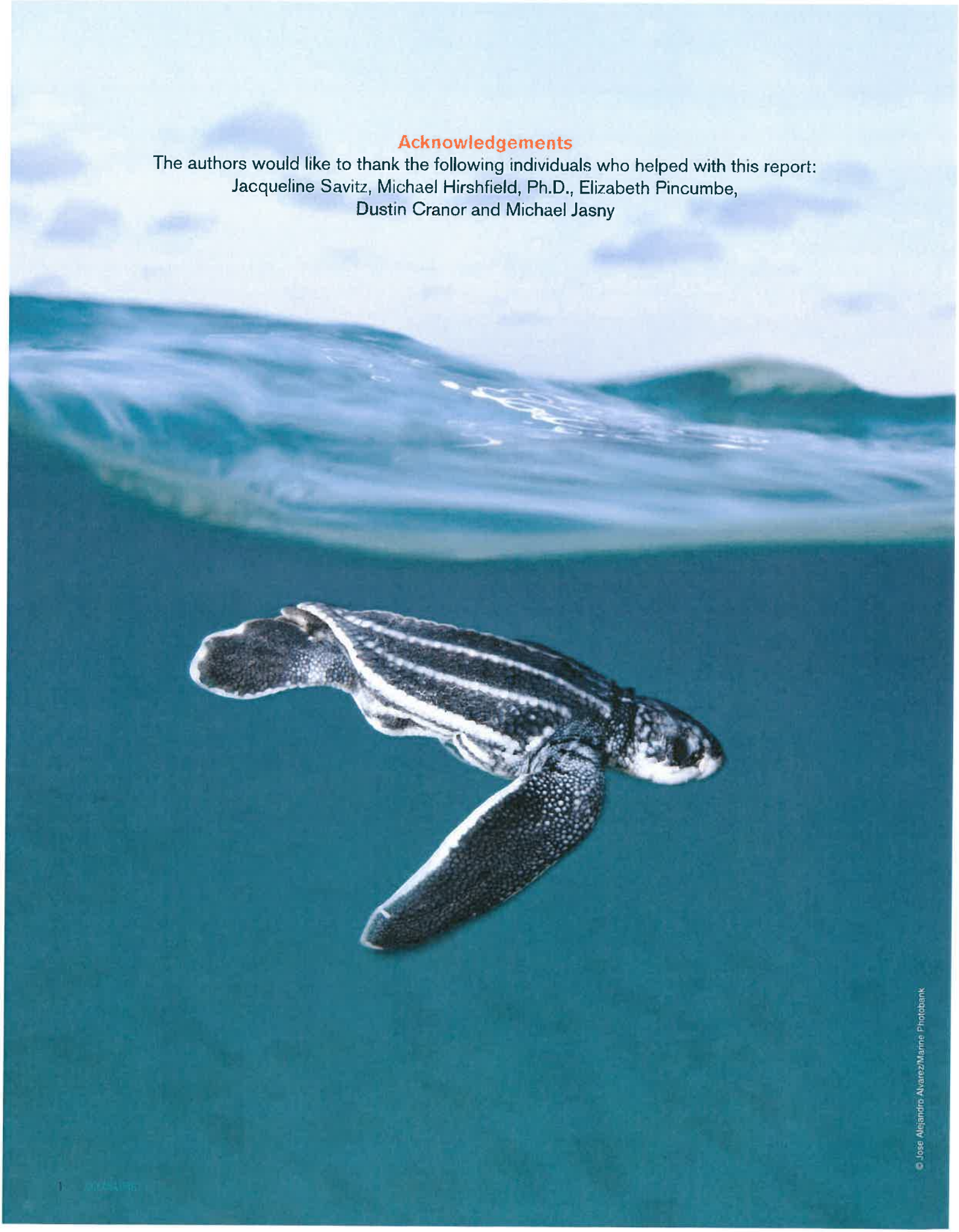
© Silke Stuckenbrock/Silke Photo 2008/Marine Photobank

MATTHEW HUELSENBECK AND CAROLINE WOOD APRIL 2013

OCEANA

Acknowledgements

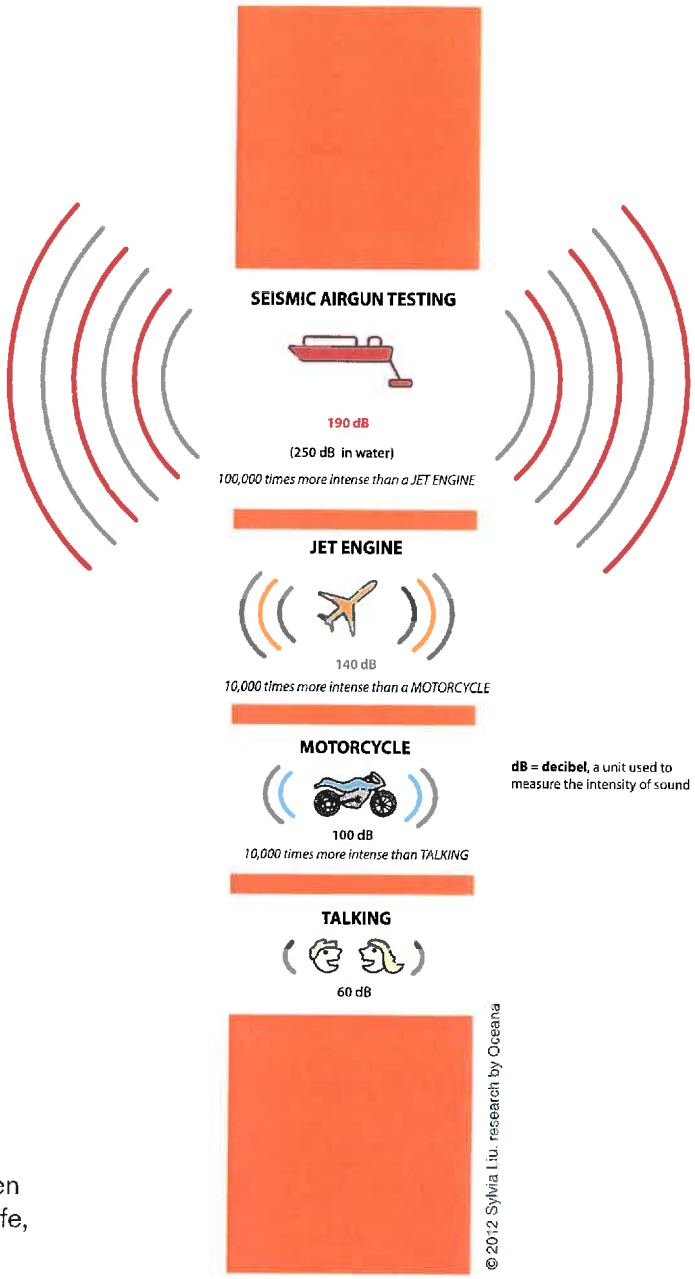
The authors would like to thank the following individuals who helped with this report: Jacqueline Savitz, Michael Hirshfield, Ph.D., Elizabeth Pincumbe, Dustin Cranor and Michael Jasny



© Jose Alejandro Alvarez/Marine Photobank

Executive Summary

According to government estimates, 138,500 whales and dolphins will soon be injured and possibly killed along the East Coast if exploration companies are allowed to use dangerous blasts of noise to search for offshore oil and gas.[1] The U.S. Department of the Interior (DOI) is considering allowing geophysical companies, working on behalf of oil and gas companies, to use seismic airguns to search for offshore oil and gas in the Atlantic Ocean, from Delaware to Florida. These airguns use compressed air to generate intense pulses of sound, which are 100,000 times more intense than a jet engine. These loud blasts are used on a recurring basis, going off every ten seconds, for 24 hours a day, often for weeks on end. They are so loud that they penetrate through the ocean, and miles into the seafloor, then bounce back, bringing information to the surface about the location of buried oil and gas deposits.



Airgun blasts harm whales, dolphins, sea turtles and fish. The types of impacts marine mammals may endure include temporary and permanent hearing loss, abandonment of habitat, disruption of mating and feeding, beach strandings and even death. Seismic airguns could devastate marine life, and harm fisheries and coastal economies along the Atlantic coast.

Seismic testing in the Atlantic would also be the first major step toward offshore drilling, which further harms the marine environment through leaks, oil spills, habitat destruction and greenhouse gas emissions.

This seismic testing, and all of the consequences that may ensue, are unnecessary because there cannot be any drilling in the Atlantic for at least the next five years, and oil and gas companies already own undeveloped leases on millions of acres of federal lands and waters.

Findings

This report analyzes the environmental and societal impacts of the proposed seismic testing program for the Atlantic Coast and has the following findings, which are discussed in more detail in the report.

- Airguns would be permitted in federal waters from Delaware to Florida in an area twice the size of California (330,032 square miles)[2] for at least eight years.
- Airgun use would cause:
  - *138,500 injuries to whales and dolphins[3] and 13.5 million disturbances to vital behaviors in marine mammals such as breathing, feeding, mating and communicating,[4]*
  - *Injuries to nine critically endangered North Atlantic right whales and disruption of their critical habitat, when only roughly 500 right whales remain,[5]*
  - *Widespread displacement of whales,[6,7]*
  - *Disruption of loggerhead sea turtles as they head to nesting beaches that are soon to be designated as critical habitats,[8]*
  - *Death of fish eggs and larvae,[9,10,11] and*
  - *Potential disruption of fish migration and spawning.[12]*
- Airguns would be used near abundant fishing grounds, marine protected areas, national marine sanctuaries, critical habitats for endangered species, underwater canyons, migration routes for whales and dolphins, sea turtle nesting sites and essential fish habitats.
- Recent mass mortality events in Madagascar[13] and Peru[14] following seismic surveys may provide an indication of the worst case scenario for ocean life.
- The proposed use of seismic airguns and future offshore drilling along the East Coast threatens commercial and recreational fisheries, tourism and recreation. Commercial and recreational fishing off the mid- and south Atlantic generates $11.8 billion and supports 222,000 jobs.[15]
- Over 500,000 marine tourism and recreation jobs are located within the blast zone.[16]

Recommendations

Seismic airguns pose unnecessary risks to marine mammals, sea turtles, fish and other ocean wildlife. The cumulative effects of seismic blasts repeated over large areas will disrupt critical activities and injure and kill many marine animals, including endangered species. Based on the threats of airguns to marine life and ocean resources, Oceana makes the following recommendations:

Reject Airguns

The Obama administration should deny all current proposals that incorporate airgun use and phase out the use of airguns in U.S. waters. If seismic surveying does occur, the following measures must be taken to minimize impacts on marine life:

Make Seismic Data Public

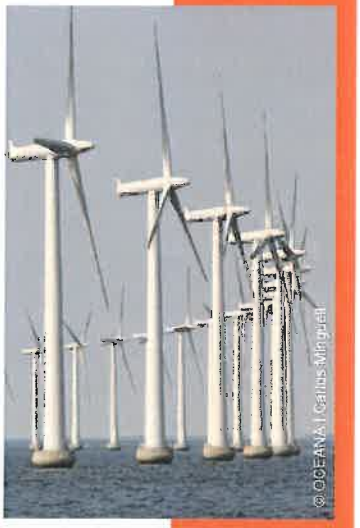
DOI should make all seismic data publically available to reduce the redundancy in seismic surveys and allow the public to be more engaged in decision-making regarding offshore drilling.

Require Alternative Technologies for Seismic Testing

If seismic testing is going to occur, DOI should require it be done using the least harmful technology available. Marine vibroseis could completely alleviate the need for airguns in three to five years. However, marine vibroseis is not a panacea and the best option continues to be a flat rejection of such activities.

Designate "No Activity Zones"

DOI should permanently close large areas to seismic surveying and drilling to protect vulnerable habitats and species. "No activity zones" must be large enough to create a buffer area between the airgun source and the protected area because airgun noise can disturb marine life from hundreds to thousands of miles away.



Support Renewable Energy

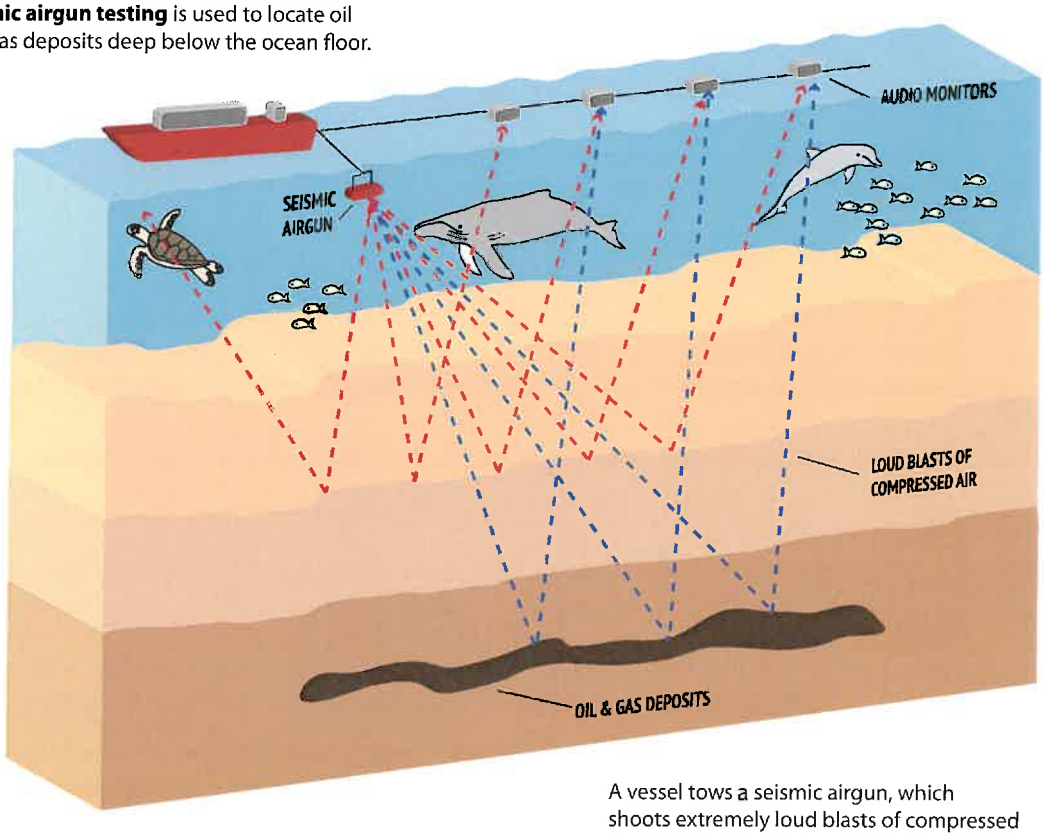
The Obama administration should shift its attention to developing clean renewable energy which, unlike offshore oil and gas, will never run out.

Renewable energy will help bolster energy independence while also reducing greenhouse gas emissions, which are causing climate change and ocean acidification, two of the most significant threats to ocean life.

Seismic Airgun Overview

Hundreds of thousands of marine mammals, as well as sea turtles, fish and other marine life, will be injured and possibly even killed unnecessarily if the Obama administration allows seismic airgun testing to go forward in the Atlantic Ocean. The U.S. Department of the Interior is considering allowing geophysical companies to search for oil and gas with seismic airguns off the East Coast from Delaware to Florida. This threat to whales, dolphins, sea turtles and fish is unnecessary in part because there can be no drilling in the Atlantic for at least the next five years based on current rules. Even without those rules for drilling in the Atlantic, seismic testing represents a continued investment in fossil fuels, a climate change driver, which we should be moving away from, rather than expanding. Developing the last drops of offshore oil is not a sufficient justification for the damaging effects of this proposed testing.

Seismic airgun testing is used to locate oil and gas deposits deep below the ocean floor.



© 2012 Sylvia Liu, research by Oceana

A vessel tows a seismic airgun, which shoots extremely loud blasts of compressed air through the ocean and miles under the seafloor, **every ten seconds, 24 hours a day, for days to weeks on end**.

The seismic airguns would be towed behind ships and would shoot loud blasts that travel through the water and miles into the seabed. These blasts bounce back to the surface carrying with them information on oil and gas deposits. Airguns use compressed air to make intense pulses of sound, 100,000 times more intense than a jet engine, every ten seconds, 24 hours a day, for days to weeks on end. Testing in the Atlantic would last at least eight years, possibly more, creating massive and long-term acoustic pollution with severe impacts on marine life, including many endangered and threatened species. Harm to marine life can include temporary and permanent hearing loss, abandonment of habitat, disruption of mating and feeding, beach strandings and even death.

The Blast Zone

The Atlantic coast from Delaware to Florida – extending out to 350 miles[17] offshore – could be opened up to seismic blasts. This is an area of ocean that is twice the size of California or 330,032 square miles.[18] The airgun noise will injure or disturb commercially important fish species and marine mammals that migrate along the entire East Coast.

There would be an enormous amount of seismic activity in the mid- and south Atlantic with a vast environmental footprint. Two types of seismic surveys would be used. Two-dimensional surveys provide basic information about oil and gas deposits, and the newer three-dimensional surveys use arrays of dozens of airguns towed at various angles to create a higher resolution map. Both types of surveys are harmful for marine life.

More than 25,000 shots from airguns would be fired during a seismic survey lasting 10 days.[21] The number of surveys could increase over time as geophysical companies will conduct more surveys if drilling becomes more likely. In that case, companies will send ships back again and again to certain areas of interest.

The blast zone includes abundant fishing grounds, marine protected areas, national marine sanctuaries, critical habitats for endangered species, underwater canyons, migration routes for whales and dolphins, sea turtle nesting sites and essential fish habitats. It is extremely difficult to avoid harming sensitive habitats and species since the sound from airgun surveys can travel for hundreds to thousands of miles.

Geophysical companies often test the same areas multiple times because they are hired by different oil and gas companies, and the data collected during each survey is considered proprietary information. This redundancy in surveying unnecessarily heightens the environmental impacts.

PROPOSED AREA

Seismic airgun testing is being considered from **Delaware to Florida**, but its impacts would be felt along the entire East Coast.

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Seismic airgun blasts cause bubbles to rise to the surface.

Marine Life Impacts

Airgun blasts are so loud and constant that they can cause a variety of impacts on marine mammals, sea turtles, fish and other marine life – including widespread displacement, disruption of vital behaviors such as foraging and breeding, and even injuries and death.[22]

Approximately 39 humpback whales would be injured by seismic airgun testing in the Atlantic.

For marine mammals that are more sensitive to sound and depend greatly on their hearing, such as whales and dolphins, the airgun noise can be a severe threat. Airguns shoot low and high frequency sound, both of which can be harmful. The low frequency sound can travel thousands of miles away from the airgun source, interrupting whale calls and altering their behavior even at great distances. This is especially of concern for endangered baleen whales, such as the North Atlantic right whale, humpback whale, blue whale and fin whale. Fin and humpback whales in a 100,000 square mile area stopped singing in the North Atlantic because of such noise, and bowhead whales have abandoned their habitat because of it in Alaska.[23] Scaring whales away from important habitats can prevent them from feeding, migrating or reproducing for days to weeks at a time and these reoccurring disturbances could affect their survival and the health of their populations.

Some of the sound emitted by airguns is in the high frequency range; this type of sound is not useful for collecting data on oil and gas reserves and is considered waste sound, but it can still be very harmful for marine life. High frequency sound from seismic surveys can be detrimental to a number of toothed whales and dolphins, and can startle the animals causing them to stop important activities or flee from important habitats.[24] Marine mammals can also suffer from decompression sickness due to rapid ascents toward the surface. This is a deadly condition

often referred to as the bends in SCUBA divers.[25] The airgun noise can also disorient animals and scare them into shallower waters and bays where they can become stranded.

Sea turtles are impacted by airguns at every stage in life from hatchlings to adults, but they are thought to be most vulnerable while they are young.[26] One of the greatest concerns is disruption to nesting females as they head to beaches to lay their eggs. Sea turtle behavior is most altered by seismic sounds at low frequencies, like those emitted by airguns.[27] Airgun sounds can startle them and cause them to be unable to detect sounds that are necessary for important activities. All species of sea turtles are listed as endangered or threatened in U.S. waters and they could be seriously harmed by seismic surveys or future oil and gas drilling.

Airgun surveys can also kill fish eggs and larvae[28] and displace adult fish from their habitats.[29] Airgun noise can disrupt important behaviors in fish like foraging,[30] mask biologically significant sounds or prevent reproduction by causing hearing loss.[31] Low-frequency sound has been shown to disrupt chorusing, or singing, in black drum fish, a behavior essential to breeding.[32] These seismic surveys can also impact spawning and migration of fish species, which can limit their population size and their recoveries when overfished; however, more information is needed in this area.

In one case, catch rates of cod and haddock declined by 40 to 80 percent for at least five days over thousands of square miles after seismic testing occurred nearby.[33] Losses in catch rates after seismic surveys led fishermen in Norway to seek compensation in 2008.[34] Seismic testing is also being blamed for a dramatic reduction in the offshore tuna fishery in Namibia in 2012 and 2013, where it may have disrupted the migration of tuna, cutting the total catch in Namibian waters in half and causing their worst fishing season on record.[35]

Shellfish, like crabs, oysters, scallops and lobsters, may also be impacted by airguns, but questions remain. In 2010, 80 percent (24,000 tons) of scallops were lost following intensive seismic surveys in Australia.[36] A three-year study into the role of seismic testing on this decline has already begun.

Serious concerns remain about how airguns affect fish and shellfish, including effects on migration, spawning and survival, which can translate into financial losses for the local fisheries that depend on them.

Sea turtles would be disrupted on their way to nesting beaches.

Unsolved Mysteries

Recent studies have revealed that seismic airguns degrade underwater acoustic environments and cause widespread disruptions to marine mammals and other marine life.[37] The blasts may cause population-level consequences for whales and dolphins by driving them away from preferred habitats and interrupting their most important behaviors.[38] For example, seismic surveys are implicated in the loss of marine mammal diversity off the coast of Brazil.[39]

Another major concern is the chance of mass mortality events following seismic surveys for oil and gas. There have been many documented cases of marine mammals dying in large numbers after underwater sound events, but the link between seismic surveys for oil and gas with mass mortality events is often elusive. Although impacts are hard to identify and very few dead marine mammals are ever discovered – perhaps as few as 2 percent[40] – some mass mortality events following seismic testing have raised alarms about how deadly these tests may be.

Dead Melon-Headed Whales in Madagascar

In 2008 in Madagascar, dozens of melon-headed whales washed up dead following offshore seismic testing by Exxon Mobil.[41] Melon-headed whales are a mid-water species that is believed to be sensitive to sound. The people of Madagascar had never before seen this species, and beaching events of melon-headed whales in this region are rare. An investigation was conducted into the link between the noise source and the stranding incident, and the results will be an important indicator of worst case scenarios following seismic testing.

Melon-headed whales and other marine mammals can be killed by sound.

Dead Dolphins and Porpoises in Peru

In 2012 in Peru, roughly 900 long-beaked common dolphins and black porpoises washed up dead along a desolate stretch of beach. Seismic surveying had been permitted offshore during the timeframe that the animals started washing up dead. Although the cause of death is unclear, necropsies of the dolphins showed some signs that seismic testing may be blamed. These signs included blood coming from their middle ears, fractures in their periotic ear bones, gas in their solid internal organs and severe acute pulmonary emphysema, which could have been caused by decompression sickness from a rapid ascent to the surface after being startled.[42]

Similar mass mortality events could occur on the Atlantic coast following the proposed testing, should it go forward.

Marine Life Victims

The government's draft Environmental Impact Statement (EIS) included predictions of dire consequences for marine mammals in the Atlantic from seismic airgun surveys. The EIS, which likely underestimates the cumulative impacts since it is using outdated science, predicts 138,500 injuries to marine mammals and 13.5 million disturbances to vital behaviors like foraging, communicating and mating.[43]

Although it is difficult to determine how many animals will be killed by seismic airguns, there are serious threats to the health and survival of a variety of species ranging from small fish eggs to large whales. According to the EIS, the number of 'injuries' listed below for each species represents the number of times that those animals will experience "serious behavioral, physiological, and hearing effects."[44] Serious effects to hearing can kill whales and dolphins that depend on their ability to hear in order to feed, navigate, reproduce and care for their young. The 'disturbances' represent the number of times that important behaviors will be interrupted, including disruptions in "migration, breathing, nursing, breeding, feeding or sheltering."[45]

Baleen Whales

***Blue Whale**
Injuries: **14**
Disturbances: **1,432**

***Humpback Whale**
Injuries: **39**
Disturbances: **3,826**

***North Atlantic Right Whale**
Injuries: **9**
Disturbances: **1,816**

The North Atlantic right whale is one of the rarest and most endangered species on the planet. It was almost hunted to extinction back in the eighteenth century, and there are only about 500 individuals left in the population. Harming even one of the remaining reproductive-age females can have serious consequences on its recovery. Its migratory route and only known calving ground off Georgia and northern Florida are threatened by proposed seismic testing.

Photo credits (Top to bottom):
Blue Whale © Southwest Fisheries Science Center, NOAA Fisheries Service; Humpbacked Whales © Sally Mizroch, Alaska Fisheries Science Center, NOAA Fisheries Service; Right Whales © Georgia Department of Natural Resources Permit 15488

Toothed Whales and Dolphins

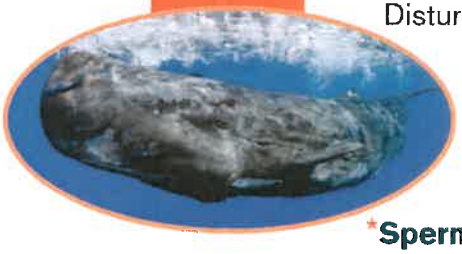
Short-Beaked Common Dolphin
Injuries: **22,809**
Disturbances: **2,235,585**

Short-Finned Pilot Whale
Injuries: **17,038**
Disturbances: **1,669,956**

*Species with a star are listed as endangered or threatened under the Endangered Species Act.

Risso's Dolphin
Injuries: **11,358**
Disturbances: **1,113,281**

Killer Whale
Injuries: **12**
Disturbances: **1,255**



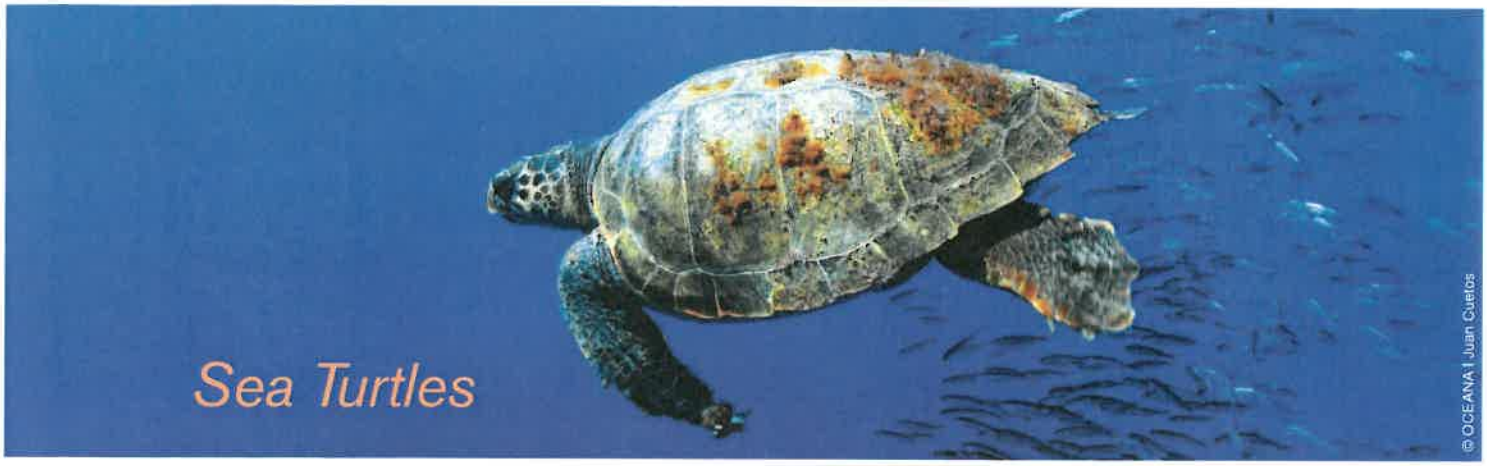
***Sperm Whale**
Injuries: **975**
Disturbances: **95,940**

Striped Dolphin
Injuries: **13,657**
Disturbances: **1,338,571**

Atlantic Spotted Dolphin
Injuries: **20,641**
Disturbances: **2,023,058**

Bottlenose Dolphin
Injuries: **42,648**
Disturbances: **4,180,015**

Photo credits (Top to bottom, l to r): Short-Beaked Common Dolphin & Short-Finned Pilot Whale: © Southwest Fisheries Science Center, NOAA Fisheries Service; Risso's Dolphin: © OCEANA/Carlos Minguell; Killer Whale: © Robert Pitman, Alaska Fisheries Science Center, NOAA Fisheries Service; Sperm Whale: © Peter G. Allinson, M.D. 2009/Marine Photobank; Striped Dolphin: © OCEANA/Jesús Renedo; Atlantic Spotted Dolphin: © OCEANA/Eduardo Sorensen; Bottlenose Dolphin: © Claire Fackler, NOAA National Marine Sanctuaries



Sea Turtles

Marine mammals are not the only animals that will be harmed by seismic airguns; sea turtles are also threatened by these sounds. All sea turtle species in the U.S. are threatened or endangered. The seismic blast zone in the Atlantic overlaps with populations of sea turtles, including green, leatherback, loggerhead, hawksbill and Kemp's Ridley, and contains thousands of nesting locations of particular importance to loggerheads. Since the East Coast has some of the most important nesting beaches for loggerheads,[46] minimizing disturbances to these nesting locations is paramount for the global conservation of this species. DOI's analysis of the impacts in the Atlantic observes that "Potential impacts could include auditory injuries or behavioral avoidance that interferes with nesting activities."[47] The recovery plan for the Northwest Atlantic population of loggerhead sea turtles notes that oil and gas activities, including seismic surveying, threaten these populations.[48]

Ninety percent of all loggerhead nesting occurs in Florida, and specifically Brevard County, Florida represents vital loggerhead nesting habitat that must be protected from airguns and offshore oil and gas drilling. Sea turtles nest in many additional locations where seismic airguns could be permitted in Georgia, South Carolina, North Carolina and other parts of Florida:

Kemp's Ridley hatchling

Sea Turtle Nests

- Brevard County, Florida: 33,800 loggerhead.[49]
- Volusia County, Florida: 1,865 loggerhead.[50]
- Georgia: 1,761 loggerhead.[51]
- South Carolina: 4,018 loggerhead, 3 green and 4 leatherback.[52]
- North Carolina: 948 loggerhead, 16 green and 1 Kemp's Ridley.[53]

Loggerhead nesting is already declining in North Carolina, South Carolina, Georgia and southeast Florida.[54] Nesting females and hatchlings could be disturbed or injured by the proposed seismic activities, so it is critical to loggerhead recovery to protect females heading to and from their nesting beaches and to protect hatchlings that enter the coastal zone. The National Oceanic and Atmospheric Administration (NOAA) is designating critical habitat for loggerheads, which would likely overlap with the proposed seismic tests.[55] Given the global significance of the region for loggerheads and other sea turtles, seismic airgun use should not be permitted.

State Level Impacts

Opening up new areas in the Atlantic to harmful seismic airguns and offshore drilling is unnecessary and puts coastal economies and jobs at risk. Commercial and recreational fishing in the mid- and southeast Atlantic, where seismic airgun testing is being proposed, generates $11.8 billion annually and supports 222,000 jobs.[56] Several ports within the proposed area for seismic airgun testing have among the highest commercial fishing revenues in the United States. Seismic airgun testing could impact 108 fishing communities along the coast from Delaware to Florida.[57]

Jobs and Revenue in Fisheries, Tourism and Recreation at Risk from Seismic Airguns and Offshore Drilling

State	Fisheries, Aquaculture & Seafood Markets GDP	Tourism & Recreation GDP	Tourism & Recreation Jobs	Recreational Fishing Jobs	Commercial Fishing Jobs
Delaware	$14,222,630	$492,990,932	13,408	1,270	407
Maryland	$116,071,142	$2,630,675,068	59,641	5,714	14,778
Virginia	$573,719,022	$1,962,257,873	85,514	5,167	19,064
North Carolina	$156,743,452	$982,666,376	30,380	17,221	8,479
South Carolina	$10,604,779	$2,401,134,933	55,485	5,035	1,169
Georgia	$69,138,081	$522,716,897	13,927	1,613	7,390
Florida	$284,717,845	$15,185,649,774	293,385	27,445	64,744

(Source: Compiled by Oceana from NOAA National Marine Fisheries Service data)

The proposed use of seismic airguns in the Atlantic Ocean threatens fisheries and local communities. Airgun noise can displace commercially valuable species of fish across vast areas and decrease catch rates for coastal fisheries. For example, in one study, catch rates for cod and haddock went down by 40 to 80 percent surrounding the use of a single airgun array for at least five days.[58] Fishermen in Norway recognized the impacts of the testing and requested compensation for losses to their catch rates following the process.[59]

The use of seismic airguns is also the first major step toward dangerous offshore oil and gas drilling, which brings great risks in the form of accidents and oil spills. Offshore drilling, the same practice that brought us the Deepwater Horizon oil disaster in the Gulf of Mexico, was the largest and costliest environmental disaster in our country's history. The accident took 11 rig worker's lives, threatened public health and killed thousands of dolphins, birds, sea turtles, fish and other marine life. The spill has also had significant economic consequences, especially for fisheries.

Seismic airgun testing is the first step toward dangerous offshore drilling, the same practice that brought us the Deepwater Horizon oil spill.

At the height of the spill, over one-third of federal waters in the Gulf were closed to commercial and recreational fishing, covering an area about the size of Minnesota.[60] The closure affected 22 percent of the annual U.S. commercial catch in the Gulf of Mexico and caused a loss of at least $247 million in revenue.[61] Fishing-dependent industries could lose $8.7 billion and 22,000 jobs over the next seven years due to the Deepwater Horizon spill.[62]

Seismic airguns and future offshore drilling could harm jobs and gross domestic product (GDP) in coastal tourism, recreation, and commercial and recreational fishing. Below is a state-by-state look at some of the jobs and revenues that could be put at risk in the proposed blast zone from Delaware to Florida.

Delaware

Each of Delaware's counties has considerable coastline. The GDP from Delaware's living resources, which includes fishing, hatcheries, aquaculture, seafood processing and seafood markets, is valued at over $14 million.[63] GDP from ocean-based tourism and recreation in the state totals nearly $500 million.[64]

Delaware jobs that could be impacted by airguns or drilling:	
13,408	jobs in ocean-based tourism and recreation[65]
1,270	jobs in recreational fishing[66]
407	jobs in commercial fishing[67]

From fishing, tourism and recreation, there are a total of 15,085 jobs in Delaware that are directly dependent on the resources threatened by seismic airguns, and countless others that are indirectly dependent on those resources.

Delaware generates millions of dollars in commercial fishing from blue crab, oysters, finfishes, eel and whelk.

Maryland

Maryland is famous for its blue crabs and is a state that depends on the ocean. Sixteen of its 23 counties border tidal water, for a total of 4,431 miles. The GDP from Maryland's living resources, which includes fishing, hatcheries, aquaculture, seafood processing and seafood markets, is valued at over $116 million.[68] GDP from ocean-based tourism and recreation in the state totals nearly $2.6 billion.[69]

Maryland jobs that could be impacted by airguns or drilling:	
59,641	jobs in ocean-based tourism and recreation[70]
5,714	jobs in recreational fishing[71]
14,778	jobs in commercial fishing[72]

From fishing, tourism and recreation, there are a total of 80,133 jobs in Maryland that are directly dependent on the resources threatened by seismic airguns, and countless others that are indirectly dependent on those resources.

Maryland generates millions of dollars in commercial fishing from blue crab, striped bass, menhaden and oysters.

Virginia

From the Eastern Shore to Virginia Beach, to the ports of Hampton and Norfolk, Virginia has over 3,000 miles of coastline and is home to thousands who make their living on the shore. The GDP from Virginia's living resources, which includes fishing, hatcheries, aquaculture, seafood processing and seafood markets, is valued at over $574 million.[73] GDP from ocean-based tourism and recreation in the state totals nearly $1.96 billion.[74]

Virginia jobs that could be impacted by airguns or drilling:	
85,514	jobs in ocean-based tourism and recreation[75]
5,167	jobs in recreational fishing[76]
19,064	jobs in commercial fishing[77]

From fishing, tourism and recreation, there are a total of 109,745 jobs in Virginia that are directly dependent on the resources threatened by seismic airguns, and countless others that are indirectly dependent on those resources.

Virginia generates millions of dollars in commercial fishing from menhaden, scallops, blue crabs, croaker and flounder.

North Carolina

The Outer Banks, a long, narrow strip of barrier islands, cover nearly the entirety of North Carolina's coast. The state's abundant ocean resources are a major tourist attraction. The GDP from North Carolina's living resources, which includes fishing, hatcheries, aquaculture, seafood processing and seafood markets, is valued at nearly $157 million.[78] GDP from ocean-based tourism and recreation in the state totals nearly $983 million.[79]

North Carolina jobs that could be impacted by airguns or drilling:	
30,380	jobs in ocean-based tourism and recreation[80]
17,221	jobs in recreational fishing
8,479	jobs in commercial fishing[81]

From fishing, tourism and recreation, there are a total of 56,080 jobs in North Carolina that are directly dependent on the resources threatened by seismic airguns, and countless others that are indirectly dependent on those resources.

North Carolina generates millions of dollars in commercial fishing from blue crab, shrimp, flounder, croaker and bluefish.

South Carolina

South Carolina's white sandy beaches and coastal towns are critical for the state's economy, recreation and culture. The GDP from South Carolina's living resources, which includes fishing, hatcheries, aquaculture, seafood processing and seafood markets, is valued at over $10 million.[82] GDP from ocean-based tourism and recreation in the state totals nearly $2.4 billion.[83]

South Carolina jobs that could be impacted by airguns or drilling:	
55,485	jobs in ocean-based tourism and recreation[84]
5,035	jobs in recreational fishing[85]
1,169	jobs in commercial fishing[86]

From fishing, tourism and recreation, there are a total of 61,689 jobs in South Carolina that are directly dependent on the resources threatened by seismic airguns, and countless others that are indirectly dependent on those resources.

South Carolina generates millions of dollars in commercial fishing from blue crab, shrimp, swordfish and snapper.

Georgia

Georgia has a beautiful coast, spanning over 100 miles, that supports a thriving commercial fishing industry, as well as whale and dolphin watching, resorts and recreational fishing, all large players in Georgia's economy. The GDP from Georgia's living resources, which includes fishing, hatcheries, aquaculture, seafood processing and seafood markets, is valued at over $69 million.[87] GDP from ocean-based tourism and recreation in the state totals nearly $523 million.[88]

Georgia jobs that could be impacted by airguns or drilling:	
13,927	jobs in ocean-based tourism and recreation[89]
1,613	jobs in recreational fishing[90]
7,390	jobs in commercial fishing[91]

From fishing, tourism and recreation, there are a total of 22,930 jobs in Georgia that are directly dependent on the resources threatened by seismic airguns, and countless others that are indirectly dependent on those resources.

Georgia generates millions of dollars in commercial fishing, namely from blue crab, shrimp, various finfishes and clams.

Georgia also serves as critical habitat for North Atlantic right whales, one of the most endangered species on the planet. Approximately 500 North Atlantic right whales remain and they give birth in an area just offshore of southern Georgia.

Seismic airguns and oil spills threaten commercial and recreational fishing.

Florida

Florida has more coastline than any other state in the continental U.S., and its beaches and marine resources support prosperous coastal economies. The GDP from Florida's living resources, which includes fishing, hatcheries, aquaculture, seafood processing and seafood markets, is valued at over $284 million.[92] GDP from ocean-based tourism and recreation in the state totals nearly $15 billion.[93]

Florida jobs that could be impacted by airguns or drilling:	
293,385	jobs in ocean-based tourism and recreation[94]
27,445	jobs in recreational fishing[95]
64,744	jobs in commercial fishing[96]

From fishing, tourism and recreation, there are a total of 385,574 jobs in Florida that are directly dependent on the resources threatened by seismic airguns, and countless others that are indirectly dependent on those resources.

Florida generates millions of dollars in commercial fishing, namely from shrimp, mackerel, blue crab and swordfish.

Florida also serves as critical habitat for North Atlantic right whales, one of the most endangered species on the planet. Approximately 500 North Atlantic right whales remain and they give birth in an area just offshore of northeastern Florida.

Northeast Fisheries

In addition to Atlantic Coast fisheries, migratory fish species that pass through the blast zone could also be harmed by seismic airguns. Some highly migratory species that travel through the mid- and south Atlantic like wahoo, tunas, swordfish and billfishes[97] are important to the fisheries economies of the Northeast, including New England. Harm to migrating fish from seismic airguns could have effects on distant fisheries.

Recommendations

Seismic airguns pose unnecessary risks to marine mammals, sea turtles, fish and other ocean wildlife. The cumulative effects of seismic blasts repeated over large areas will disrupt critical activities and injure and kill many marine animals, including endangered species. Based on the threats of airguns to marine life and ocean resources Oceana makes the following recommendations:

Reject Airguns: The use of seismic airguns poses unavoidable and unacceptable impacts to marine life, including injuries or disturbances to protected and endangered species of marine mammals, sea turtles and fish. Due to the severity of acoustic harm caused by airguns, they should be phased out of use in U.S. waters, and all current proposals that incorporate the use of airguns should be denied.

Rejecting the use of seismic airguns and stopping the expansion of offshore drilling are a primary means of protecting marine life. But if seismic surveying does occur, the following steps should be taken to reduce impacts to marine life:

Make Seismic Data Publically Available: DOI should make all information gathered during seismic surveying publicly available, and access to this information should not be restricted from a Freedom of Information Act (FOIA) request. This would reduce the redundancy in seismic surveys and allow the public to be more engaged in decision-making regarding offshore drilling.

Require Alternative Technologies for Seismic Surveys: DOI should require less harmful alternative technologies to airguns, such as marine vibroseis. Marine vibroseis, which creates sound through vibrations, can reduce the loudest peak noise that is generated during surveying and eliminate high frequency 'waste sound', which can help protect some marine mammals.[98] Although more field tests are needed, it would likely have some environmental benefits over airguns. Commercial testing of marine vibroseis is being conducted in 2013, and could completely phase out airguns in three to five years in U.S. waters with the appropriate policies in place. Marine vibroseis is not a panacea that will entirely eliminate harmful impacts from seismic surveying, but it should be considered as a viable alternative to airguns.

Create Large "No Activity Zones" for Sensitive Habitats and Species: DOI should never permit seismic surveys within or near the following areas: endangered species' critical habitat, areas with high densities of marine mammals, national marine sanctuaries, marine protected areas, coral communities and sensitive benthic habitats, important fishing grounds and fish spawning areas. Closing large areas permanently to seismic surveying and drilling is one of the most effective ways to protect vulnerable habitats and species. "No activity zones" must be large enough to create a buffer area between the air gun source and the protected area because airgun noise can disturb marine life from hundreds to thousands of miles away.

Support Renewable Energy like Offshore Wind: The Obama administration should shift its attention to developing clean renewable energy which, unlike offshore oil and gas, will never run out. Offshore wind could provide at least three times as many jobs as offshore oil and gas in the Atlantic, and could create enough electricity to power millions more homes with clean energy.[99] The permitting process for offshore wind in the region is much further along than oil and gas, and state and federal officials should continue to push for expansion of this growing clean energy source to help us transition from fossil fuels. Unlike offshore oil and gas drilling, offshore wind energy avoids the environmental threats of seismic airguns, oil spills and greenhouse gas emissions.

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Oceana is the largest international advocacy group working solely to protect the world's oceans. Oceana wins policy victories for the oceans using science-based campaigns. Since 2001, we have protected over 1.2 million square miles of ocean and innumerable sea turtles, sharks, dolphins and other sea creatures. More than 550,000 supporters have already joined Oceana. Global in scope, Oceana has offices in North, South and Central America and Europe. To learn more, please visit www.oceana.org.

For more information about Oceana's campaign to Stop Seismic Airgun Testing, please visit www.oceana.org/seismic

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CITY COUNCIL MEETING
December 15, 2014

TITLE: AGREEMENT BETWEEN THE CITY OF ST. MARYS AND THE GEORGIA MUNICIPAL ASSOCIATION, INC. FOR CABLE AND TELECOMMUNICATIONS MANAGEMENT SERVICES.

PURPOSE: Authorize Entering Into an Agreement with Georgia Municipal Association, Inc. for Assistance in Negotiating Agreement for Third Contract Amendment and Renewal Option for Dandy Street Cell Tower Contract and Telecommunication Management Services.

RECOMMENDATION: Authorize Entering Into Agreement for Cable and Telecommunications Management Services with Georgia Municipal Association.

HISTORY/ANALYSIS: The City entered into a "Reciprocal Tower Lease Agreement" with Georgia Power RSA #12 Partnership on March 15, 1995. This lease was a reciprocal agreement with the City using the Georgia 12 Radio antenna tower at Marsh Bluff and Georgia Power RSA #12 Partnership leasing space on the Dandy Street Water Tower. The lease was for an initial term of ten (10) and automatically renewed for three (3) consecutive five (5) year terms. Either party may provide notice at least 60 days prior to an extension period of non-renewal.

The City Water Authority has received $500.00 per month for rental of the water tower space at Dandy Street.

The agreement has been amended two times allowing for an additional antenna, land use and change of corporate name to ALLTEL.

ALLTEL has requested a Third amendment to the agreement and we are in negotiations with them on the amendment. During the negotiations we reviewed all the agreements and determined that a renewal date was due on March 15, 2015. The CC authorized the City Manager and Solicitor to notify

ALLTEL, at the December 1, 2014 CC meeting, of our intention not to automatically renew the agreement and provide such notice to ALLTEL.

Part of the package provided at the meeting was a copy of a contract proposal by the Georgia Municipal Association, Inc. for Cable and Telecommunications Management Services. This proposal would provide specialists in the area of cellular and cell site to assist the City in negotiating the new agreement. Further, it provides management and oversight services for all Local franchise agreements and auditing of said services and agreements.

The cost of these services is $8,877.50 for a twelve month period.

The following attachments are provided with this review:

- GMA Proposed Contract Agreement
- Legal Review Request Form Approved by Attorney Moore

City Manager:_____

AGREEMENT BETWEEN
THE CITY OF ST. MARYS
AND
THE GEORGIA MUNICIPAL ASSOCIATION, INC.
FOR CABLE AND TELECOMMUNICATIONS MANAGEMENT SERVICES

WHEREAS, the City of St. Marys ("City") desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City;

WHEREAS, the Georgia Municipal Association, Inc. ("GMA") has available a cable and telecommunications management service; and,

WHEREAS, the City has a need for such cable and telecommunications management services.

THEREFORE, THE CITY AND GMA AGREE AS FOLLOWS:

Section 1. Services Provided to the City of St. Marys

GMA agrees to provide, either directly or through its agents or subcontractors, the following consulting services, (all of which are explained more fully below) which are to be known as GMA's Cable and Telecommunications Management Service:

a) Local Franchise Management, as more fully described in Section 2 of this agreement;

b) State Issued Franchise Management, as more fully described in Section 3 of this agreement;

c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of this agreement;

d) Franchise Compliance Monitoring Services as more fully described in section 5 of this agreement.

e) Right of Way Ordinance Development as more fully described in Section 6 of this agreement.

Section 2. Local Franchise Management

Local Franchise Management shall include assisting the City with the following:

a) Facilitating the City's compliance with the 1984 and 1992 Federal Cable Acts, the Telecommunications Act of 1996 and the rules of the FCC affecting municipal regulation of cable and video service providers;

b) Evaluating and responding to requests for approval of franchise grant, transfer, modification or renewal;

c) Recommending and developing customer service standards for cable and video service providers; and

d) Assisting with Public Educational and Government Channel (PEG) development and implementation issues.

Section 3. State Issued Franchise Management

State Issued Franchise Management shall include assisting the City as needed with the following based on O.C. G. A. 36-76-1 *et seq.*:

a) Reviewing requests for state issued franchises submitted to the Secretary of State's Office to provide service within the city's corporate limits, including facilitating the Secretary of State's procedural processes related to the franchise fee percentage for a holder of a state issued franchise;

b) Assisting with Public Educational and Government Channel (PEG) development and implementation issues;

c) Reviewing requests for transfers of state issued franchises submitted to the Secretary of State's Office for service provided within the city's corporate limits; and

d) Assisting with customer complaints rules as established by the Governor's Office of Consumer Affairs.

Section 4. Cellular and PCS Tower Site Consultation Services

Cellular and PCS and Tower Site Consultation Services shall include:

a) Negotiating agreement between the city and any cellular or PCS provider for use of the city's property by the provider;

b) Advising Cities on the provisions of tower site agreements for the use of public land;

c) Informing Cities concerning federal policies related to siting of wireless technologies; and

d) Referring Cities to engineering or other professional resources on an as needed basis.

Section 5. State and Local Franchise Compliance Monitoring Services

Franchise compliance monitoring services shall include systematically reviewing the cable operator's or video provider's compliance with the terms of certain aspects of a local or state issued franchise agreement to encompass the following:

a) Upon receipt of revenue report forms from the city, monitor compliance with the definition of "gross revenue" and assist with recovery of any identified underpayments;

b) Periodically perform a review of the franchisee's books and records to determine compliance with the definition of gross revenue and assisting with recovery of any identified underpayment;

c) Advising government concerning conducting the local performance review of an operator's performance in compliance with provisions of a local franchise agreement;

d) Reviewing funding or other issues related to the government channel, tower rental fees or pole agreement fees if applicable;

e) Documenting operator's carriage of appropriate insurance coverage;

f) Checking and documenting the status of system construction timeframes, if applicable;

g) Handling and resolving subscriber complaints as referred;

h) Monitoring operator's adherence to federal, state or local customer service standards;

i) Notifying Cities of any identified areas of noncompliance and resolution of same or notification that the operator was found to be in compliance;

Section 6. Rights of Way Ordinance Development

a) Review existing Rights of Way Ordinance to determine City's current rights of way practices;

b) Review existing permit process and other ordinances that impact use and restoration of the rights of way;

c) Evaluate current Rights of Way practices and recommend changes; and

d) Provide updated Rights of Way Ordinance based on the unique needs of the city

Section 7. Other Services

In addition to the services outlined above, the City may obtain technical performance auditing of a cable operator or telecommunications company and technical assistance in the development of public, educational and governmental access channels and institutional networks as well as engineering consulting services concerning cellular tower siting. These other services may be obtained from GMA, its agents, employees or subcontractors. The parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services.

Section 8. Effective Date, Renewal and Termination.

a) This Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the Calendar year in which it was executed and at the close of each succeeding Calendar year for which it may be renewed as provided for herein.

c) This Agreement shall commence as of January 1, 2015. It shall be automatically renewed for successive one-year calendar terms thereafter, unless terminated by either GMA or the City by giving 30 days advance written notice of such termination to the other party. GMA shall be entitled to payment for services rendered to the City, including compensation due for additional services rendered to the City by GMA as of the effective date of termination.

d) The total obligation of the City under this Agreement for the calendar year of execution shall initially be $8,877.50 The City will be invoiced for its total obligation upon execution of the Agreement. The total obligation of the City which will be incurred in each Calendar year renewal term shall be reflected in an annual invoice to be submitted to the City thirty (30) days prior to the due date. The invoice shall state the total amount of obligation for the upcoming year exclusive of amounts for any Other Services as the City may elect to obtain through the provisions of Section 7 of this agreement. The rendering of services by GMA or its subcontractors to the City after any renewal of this Agreement for such services shall result in additional obligations for the City.

Section 9. Hold Harmless and Indemnification.

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement. To the extent permitted by law, the City holds harmless GMA for liability for the negligence of the City, its officers, agents, employees, or subcontractors arising out of this agreement. GMA holds harmless the City for the negligence of GMA, its officers, agents, employees, or subcontractors arising out of this agreement. No agency relationship created for other purposed including but not limited to workers compensation and employee benefits and neither party or their officers, agents or employees shall be deemed employees of the other party.

Section 10. Agency

In addition by executing the attached Agent Representation Form the City designates GMA, its officers, agents, employees, and contractors as agents of the City for purposes of Section 635A of the Communications Act of 1934, as amended, the applicable provisions of the Local Government Antitrust Act of 1984 and O.C. G. A. 36-76-1 *et seq* known as the Georgia Consumer's Choice for Television Act of 2008.

Section 11. Amendments.

This contract may be amended by future written agreements executed on behalf of the City and GMA.

Section 12. Georgia Security and Immigration Compliance Act

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07,

or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) in connection with the covered contract, GMA will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

Section 13. Law Applicable.

This agreement shall be construed under the laws of the State of Georgia.

Section 14. Consulting Services

None of the services provided pursuant to this agreement shall be regarded or treated as the practice of law or accountancy.

EXECUTED ON BEHALF OF THE CITY OF _____ THIS ____ DAY OF _____, 2014.

ATTEST:

By_____
City Clerk

(SEAL)

Mayor:_____
City of St. Marys

EXECUTED ON BEHALF OF THE GEORGIA MUNICIPAL ASSOCIATION, INC.

By_____
Executive Director

Approved to Form:
City Attorney

_____

AN ORDINANCE TO AMEND THE FISCAL YEAR 2015
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 FY15 General Fund Budget to provide funds for telecommunications and cable services through the Georgia Municipal Association.

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

Budget Account	Adopted Budget	Net Change	Proposed
100-51300-52.3900 Executive – Other Purchased Services	$ 100	+ $ 8,878	$ 8,978
100-38.0001 General Fund – Fund Equity	$ 602,035	+ $ 8,878	$ 610,913

ADOPTED in legal assembly this _____ day of _____, 2014.

CITY OF ST. MARYS, GEORGIA

By:_____
John F. Morrissey, Its Mayor

Attest:_____
Deborah Walker-Reed, Its City Clerk

CITY COUNCIL MEETING
December 15, 2014

TITLE: RESOLUTION – TELECOMMUNICATIONS MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF ST. MARYS AND THE GEORGIA MUNICIPAL ASSOCIATION, INC. FOR CABLE AND TELECOMMUNICATIONS MANAGEMENT SERVICES.

PURPOSE: Authorizing approval of resolution required by GMA to authorize Mayor John F. Morrissey to execute a Telecommunications Management Service Agreement.

RECOMMENDATION: Authorize Mayor John F. Morrissey to execute a Cable and Telecommunications Management Services Agreement with Georgia Municipal Association.

HISTORY/ANALYSIS: Agreement and back up documentation provided under item C. of this agenda entitled "Agreement for Cable/Telecommunications Management Services & Budget Ordinance for Dandy Street Cell Tower."

City Manager:_____

A RESOLUTION OF THE CITY OF ST. MARYS THROUGH THE COUNCIL TO AUTHORIZE THE MAYOR OF SAID CITY TO EXECUTE A TELECOMMUNICATIONS MANAGEMENT SERVICE AGREEMENT

WHEREAS, the City of St. Marys desires to regulate the provision of cable television and other telecommunications services so as to assure that the citizens of said City receive quality service;

WHEREAS, the Georgia Municipal Association has available a cable and telecommunications management service to assist the City in such regulation;

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of St. Marys Council is hereby authorized to execute a cable and telecommunications management service agreement on behalf of the City, in substantially the same form as Appendix A which is attached to and made a part of this resolution.

RESOLVED by the Mayor and Council of the City of St. Marys this _____ day of _____, 2014.

ATTEST:

By_____
City Clerk

Mayor:_____
City of St. Marys

(SEAL)

CITY COUNCIL MEETING
December 15, 2014

TITLE: 2015 Alcohol License Renewals

PURPOSE: Request to approve the 2015 Alcohol License renewals.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: Forty (41) businesses renewed their alcohol licenses this year. All taxes for businesses were paid or payment arrangements were scheduled. The total revenue collected for 2015 Alcohol License renewals is $71,720.00.

Department Director: _____

City Manager: _____

City of St. Marys 2015 Alcohol License Renewals

	Business Name	Type of License	Description	License Fees
1	Bill's Place	Beer/Wine	On-Premise W/O Food	$ 1,100.00
2	Bill's Dark Entry Package	Spirituous Liquor	Off-Premise W/O Food	$ 1,650.00
3	Borrell Creek Landing Restaurant & Lounge, Inc.	Beer/Wine/Liquor	On Premise With Food	$ 2,750.00
4	Bottomz Up Saloon	Beer/Wine/Liquor	On Premise W/O Food	$ 2,750.00
5	Bulldog Discount Liquor	Beer/Wine/Liquor	Off-Premise W/O Food	$ 2,750.00
6	CVS	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
7	Flash Foods, Inc. #103	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
8	Fraternal Order of Eagles (Private Club)	Beer/Wine	On-Premise W/O Food	$ 550.00
9	Green Cedar Food Store #2	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
10	Green Cedar Food Store #3	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
11	Green Cedar Food Store #5	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
12	Green Cedar Food Store #7	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
13	Green Cedar Food Store #8	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
14	Green Cedar Food Store #10	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
15	J's Restaurant	Beer/Wine/Liquor	On Premise With Food	$ 2,750.00
16	J.P's South	Beer/Wine/Liquor	Off-Premise W/O Food	$ 2,750.00
17	Lang's Marina Restaurant	Beer/Wine	On Premise With Food	$ 1,100.00
18	Mi Casa	Beer/Wine/Liquor	On-Premise With Food	$ 2,750.00
19	McGauley's Bar-B-Que	Beer/Wine	On-Premise With Food	$ 1,100.00
20	On the Green Spa & Hair Salon	Beer/Wine/Liquor	On-Premise With Food	$ 1,100.00
21	OPS Kitchen & Café, Inc.	Beer/Wine	On-Premise With Food	$ 1,100.00

22	Osaka Japanese Restaurant	Beer/Wine/Liquor	On-Premsie With Food	$ 2,750.00
23	Osprey Cove Golf Club (Green Golf Partners, LLC)	Beer/Wine/Liquor	On-Premise W/O Food	$ 2,750.00
24	Osprey The Cove (Green Golf Partners, LLC)	Beer/Wine/Liquor	On-Premise W/O Food	$ 2,750.00
25	Osprey The Nest (Green Golf Partners, LLC)	Beer/Wine/Liquor	On-Premise W/O Food	$ 2,750.00
26	Pauly's Café	Beer/Wine	On-Premise With Food	$ 1,100.00
27	Pepper's 4 Inc.	Beer/Wine/Liquor	On-Premise With Food	$ 2,750.00
28	Pilot Travel Center	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
29	Pizza Hut (Southeastern Pizza Group, LLC)	Beer/Wine	On-Premise With Food	$ 1,320.00
30	Riverside Café & Restaurant	Beer/Wine	On-Premise With Food	$ 1,100.00
31	Riverview Hotel, Inc.	Beer/Wine/Liquor	On-Premise With Food	$ 2,750.00
32	Sharkbite Bar & Grill	Beer/Wine/Liquor	On-Premise With Food	$ 2,750.00
33	Southern Junction	Beer/Wine/Liquor	On-Premise With Food	$ 2,750.00
34	St. Marys Seafood & More	Beer/Wine/Liquor	On-Premise With Food	$ 2,750.00
35	The Blue Goose on Osborne, LLC	Beer/Wine	On-Premise With Food	$ 1,100.00
36	The Wine Room at JP's South	Beer/Wine	On-Premise W/O Food	$ 1,100.00
37	Tobacco Express	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
38	Wal-Mart Store East, Supercenter #836	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
39	Wasabi (GA Best Wasabi Restaurant, LLC)	Beer/Wine	On-Premise With Food	$ 1,100.00
40	Wee Pub	Beer/Wine/Liquor	On-Premise With Food	$ 2,750.00
41	Winn Dixie Store #70	Beer/Wine	Off-Premise W/O Food	$ 1,100.00
	Grand Total			$ 71,720.00

CITY COUNCIL MEETING
December 15, 2014

NEW BUSINESS: CONSIDER APPROVAL OF A RESOLUTION SUPPORTING THE SUBMISSION OF AN APPLICATION FOR COASTAL INCENTIVE GRANT, CYCLE 18.

PURPOSE: To approve a resolution supporting a grant application to study the feasibility for the creation of a Storm Water utility, as well as aspects affecting this feasibility

RECOMMENDATION: The City Manager and Planning Department recommend approval.

HISTORY/ANALYSIS: The City has had a stormwater master plan in place since 2008. However, implementation of this plan has been hindered by extremely tight budgets due to the recent economic crisis.

This delay in implementation has continued the flooding in areas of the City that contribute to damage of our citizens homes, businesses, and property, as well as allowing trash and other debris to enter our marshes, wetlands, and the St. Marys River.

The grant funds will be used to update our 2008 master plan; coordinate the data with recent FIRM data, reevaluate the priorities and timelines of the plan; assess budgets for any identified project, and investigate the feasibility of creating a Stormwater Utility to fund these critical projects.

ATTACHMENTS: *Text of proposed resolution.*

Department Director: _____
Roger A. Weaver, CFM, Planning Director

City Manager: _____
John J. Holman, City Manager

RESOLUTION of the COUNCIL of the CITY OF ST. MARYS, GA

This resolution made this 15th day of December, 2014, but the City Council of the City of St. Marys, Georgia, 31558.

WHEREAS, The City of St. Marys is an eligible applicant to apply for a Coastal Incentive Grant, Cycle 18, for study issues related to the feasibility of creating a Stormwater Utility for the purposes of implementing the existing stormwater master plan in a timely and cost effective manner.

WHEREAS, grant funds will be used to obtain the necessary tools to eliminate flooding for rainfall events of a certain size that currently flood roads and homes.

WHEREAS, by elimination of this localized flooding, excess debris (natural and manmade) that otherwise would end up in the marsh/river/wetlands, will be contained and/or minimized.

WHEREAS, the outcome of this grant – if awarded – will be an up-to-date Stormwater Ordinance, prioritization of proposed projects and their related costs, and a report on the feasibility of creating a storm water utility.

WHEREAS, as part of this process, there will be planned Outreach/educational Activities with the General Public as to why these steps are needed to minimize flooding and what steps the Community can take to minimize the effects of a flood.

WHEREAS, The City of St. Marys agrees to comply with the terms of the grant application as well as provide the necessary and required match.

NOW, THEREFORE, BE IT RESOLVED, that the City of St. Marys, Georgia supports the application to the Coastal Incentive Grant Program for a grant related to the above items.

ADOPTED, by the Mayor and Council of the City of St. Marys on this ____ day of _____, 2014.

City of St. Marys, Georgia

By:_____
John F. Morrissey, Mayor

Attest:_____
Deborah Walker-Reed

CITY COUNCIL MEETING
December 15, 2014

TITLE: TECHNOLOGY BUSINESS CONTINUITY HARDWARE AND SERVICES AGREEMENT

PURPOSE: To purchase hardware and enter into an agreement for business continuity management services.

RECOMMENDATION: The City Manager and staff recommend entering into an agreement with Thinkgard for Business Continuity Management services.

HISTORY/ANALYSIS: We currently are utilizing magnetic tape and external portable hard drives for backups. Our current infrastructure was developed meeting demands, but plans for service levels and disaster recovery planning were not fully developed. We are currently providing minimal backup protection, but are not fully provisioned for resources to perform disaster recovery planning, nor to provide any business continuity testing. Our current risk and vulnerabilities extend from age of hardware, and environmental threats to malware attacks and loss of service. Limited staffing as well as a lack of central management further limits our response to threat entities.

Protection of data and high availability to applications are critical in the security and continuing operations of the City. Design, implementation and yearly testing should be performed as well as documented planning. Data centers outside of the area should be utilized to minimize impact from environmental and telecommunications threats. Our business continuity recovery infrastructure should support emergency operations as well as logistic and administrative support services and communication functions.

Utilizing a Cloud Storage platform enables the City to use only the infrastructure needed to continue to operate as opposed to create, and manage an offsite Data Center. All data centers reviewed meet strict industry best practices for physical security, utilize encrypted technologies for the backup data as well as secure communication of data between locations. In all information provided, the data in the Cloud Storage is owned by the City, not those of the Cloud provider, and is accessible to the City before any termination of agreement.

We gathered figures from various companies that provide these services, as displayed below. Thinkgard, which is not on State Contract, has the lowest hardware cost, as well as provides the least expensive Off Premise Data Storage service.

Solution	Contract	Hardware	Cloud - Y1	Total Y1	Year 2+
CDWG-EMC-RackSpace	WSCA	$ 34,786.42	$ 66,482.76	**$ 101,269.18**	$ 65,702.76
SHI-SunGard (36mo)	WSCA/PACE	$ 12,572.53	$ 49,284.12	**$ 61,856.65**	$ 49,284.12
SHI-SunGard (60mo)	WSCA/PACE	$ 10,589.49	$ 46,857.96	**$ 57,447.45**	$ 46,857.96
Thinkgard	None	$ 9,999.99	$ 28,387.00	**$ 38,386.99**	$ 26,388.00

-Yearly costs are based on a 12 month billing cycle.

Attached are the proposals from EMC/Rackspace, Sungard and Thinkgard for Technology Business Continuity Management services. This project is funded as part of the SPLOST VII budget for this year's budget.

Department Director:_____

City Manager:_____

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Thinkgard	None	$ 9,999.99	$ 28,387.00	**$ 38,386.99**	$ 26,388.00

ThinkGard

Intelligent Business Continuity Services

Backup/Disaster Recovery

Managed BDR Services Proposal

Presented To

City of St. Mary's, GA

12/1/2014

Pricing

In order to keep things as simple and transparent as possible we utilize a flat rate billing model for our clients. Our premium package includes unlimited onsite and remote support for the BDR device and service.

Managed BDR Services – One Year Time-Based Retention

Package	Description	Price
Backup / Disaster Recovery	Backup Disaster Recovery Monthly Service	$ 2,199.00
Appliance	BDR Appliance (shipping and taxes excluded)	$ 9,999.99
Implementation	Install and configure services	$ 1,999.00
Total First Month		$14,197.99
Total Monthly		**$ 2,199.00**

Service Level Agreement - Pricing

- Number of Backup Agents Supported in Agreement: 14
- Additional backup license will be priced at $20.00 per server per month

Services Included in Monthly Rate

- Backups of multiple simultaneous servers to appliance at variable rates (5 minutes – 24 hours)
- Backup replication to two Remote Back-up sites
- Storage Space at the Two Remote Sites
- Daily On-Going technical resources to keep backups running / assist in recovery scenarios
- On Call Troubling Shooting Service
- Technical Restore Process Documentation
- Annual System Testing Local and Cloud
- 3 year warranty on backup appliance
- 30 days of off-site virtualization per year per server agent, after which a fee of $200.00 per 24 hours will apply.

Time-Based Retention Policy

ThinkGard's Time-Based Retention Policy enables your service to have unlimited cloud storage, subject to the intradaily, daily, weekly and monthly conversion schedule set forth in the policy, for the duration of 1, 3 or 7 years, depending on the policy selected. Recovery points are subject to immediate and automatic consolidation based on a pre-defined schedule of intradailies to dailies after 3 days, dailies to weeklies after 2 weeks, and weeklies to monthlies after 1 month. Monthly backups are deleted on a rolling basis, oldest first, after 1, 3 or 7 years depending on which time-based policy is selected.

Implementation

- Onsite Setup / Installation of backup appliance
- Assistance in installing backup agents on each server
- Initial disaster recovery testing to build technical DR Documentation
- Setup of Reporting / Alerting

BDR Appliance Details

- SE5000 Appliance
- 5TB onsite
- 128GB RAM
- Quad-Core Intel Xeon E3-1220 V3 @ 3.0GHz
- 4x3TB RAID 10 configuration totaling 5TB of storage space.
- 120TB OS Drive
- 1TB System Cache
- 2U Rack Mount Chassis
- Appliance becomes property of client.

Additional Consulting Services Available $175.00**/Hour

- Technology Risk Management Assessments
- Full Scale Disaster Recovery Plan Design and Documentation
- Full Blown Mock Disaster Testing
- System Migration Assistance
- New Technology Evaluation
- New Employee System Training

** Managed BDR Clients billed at a discounted rate of $125.00/Hour

BACKUP AND DISASTER RECOVERY AGREEMENT

On this the ___ day of _____, 2014, the following Backup and Disaster Recovery Agreement (hereinafter, "Agreement") is entered into between the following parties (hereinafter, collectively referred to as, "Parties"):

Thinkgard, LLC ("THINKGARD"); and,

_____

_____ ("CLIENT")

Term. This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 3 year(s), and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed-to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement. This Agreement cannot be automatically renewed more than five (5) times.

a) This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:
   I. Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
   II. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client;
   III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
b) If either party terminates this Agreement, THINKGARD will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal to twenty five percent (25%) of remaining agreement value.
c) Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD.

1. **Services Provided** An on-site Network Attached Storage (NAS) unit that acts as a local storage device and stand-by server in the event of server and/or workstation failure. **(a)** Incremental backups done on the NAS as frequently as every 5 minutes. **(b)** Secure Remote (Off-site) Storage provided at two (2) secure data centers. **(c)** Day-to- day data restoration of files, file folders, emails or email stores, SQL databases, and SharePoint. **(c)** Full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and NAS are lost. **(d)** Full management, monitoring, and testing of the NAS and remote storage.

2. **Security** All data is fully encrypted during transmits off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure data center facilities. **(a)** Each file is encrypted using 256-bit AES and SSL key-based encryption technology. 256-bit AES

encrypted data cannot be read without the corresponding keys – a feature designed to prohibit the misuse of the encrypted data. **(b)** The on-site NAS unit communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet. **(c)** Data stored off-site remains encrypted at all times.

3. **Data Deduplication and Compression** Data deduplication and compression occurs prior to data storage and transmit using state-of-the-art technology. This ensures that backups are completed in a shorter timeframe, less storage space is used on the on-site NAS and at the off-site data centers, and needed bandwidth to transfer data off-site remains manageable.

4. **Backup Frequency** Servers can be backed up as frequently as every five minutes. Retention policies can be customized to create as many archived versions of data and full recovery points as needed. Off-site backup frequency is continuous by default, and may be customized to meet Internet bandwidth limitations. Off-site backup frequency is ultimately dependent upon total data size, data changes, and available Internet bandwidth.

5. **Smart Data Transport** Data transmission can be configured to minimize Internet bandwidth consumption. The on-site NAS and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day, customized for each day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site.

6. **Remote Storage provided at two high availability Data Centers in Pennsylvania and California** Highly redundant storage in multiple redundant cluster nodes at two (2) redundant bi-coastal data centers. **(a)** Connectivity provided by multiple providers with automatic failover capabilities. **(b)** Facilities power is supplemented with both battery backup and diesel generation capabilities. **(c)** Full physical security at each facility including global biometric authentic-cation access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons. **(e)** Fire suppression and environ-mental control provided.

7. **Remote Storage and Base Remote Backup Image Creation (a)** Your data is stored (in encrypted form) in two (2) secure off-site data centers, located in Pennsylvania and California. **(b)** The initial backup will be sent via a SATA II drive to the primary remote storage facility. There is an approximate two-week turnaround time to seed the initial backup off-site. Incremental backups will occur during the off-site seeding process and will collapse into the main backup once the off-site transfer is complete.

8. **Recovery Time Objective (RTO)** THINKGARD will log all retrieval activities from the Client. **(a)** THINKGARD will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24-hours of the first request. THINKGARD WILL restore a file, file folder, email or an entire mailbox, as needed, upon Client's call to the THINKGARD help desk **(b)** In a disaster, where Client loses its entire office, THINKGARD will have a new NAS imaged, with the most current backup information (usually, the previous day's data). The new NAS will be shipped out via next-business day air transportation to a location of your choice. When the NAS arrives, it will be ready for use as a virtual server. There is an additional cost for this service as declared in Section 13. **(c)** The NAS can also be used to perform a bare metal restore to dissimilar hardware, which means that when a new server arrives, the NAS can be used to restore the most current data to the new server(s) and/or workstation(s), regardless of hardware.

9. **Off-Site Virtualization** In a disaster where Client loses its physical servers and NAS, servers and/or workstations may be virtualized off-site. **(a)** Servers can be virtualized in both off-site data centers. There is an additional cost for this service as declared in Section 13. **(b)** Public IP and/or VPN access will be given to connect to remote virtual machines. Virtual machines

can also be accessed using VNC and/or RDP.

10. **Ownership of the Data** The backup data being stored on the NAS and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, THINKGARD will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive, which can be synchronized with the data on the NAS. The Client agrees to pay THINKGARD the actual costs of rendering such assistance.

11. **Catastrophe Service** In the event of a catastrophe, fees for the "Disaster Recovery Service" are covered in monthly agreement

12. **Interference** The Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of THINKGARD or any other person or entity to terminate their relationship with THINKGARD.

13. **Warranty** THINKGARD warrants that THINKGARD's work will be performed in accordance with reasonable and customary practices prevailing at the time for its business. **(a)** As long as the monthly fees are current, the NAS unit shall be fully warranted and no additional charges will be incurred for hardware failure. Firmware and software updates are also included ***(please note, however*, that the NAS units cannot be modified in any way** or the hardware warranty(ies) and THINKGARD's warranties under this Agreement, shall be voided. This includes adding software applications to the NAS itself, adding memory and/or hard drives, etc.) **(c)** NAS replacement parts will be shipped next business day air transportation and prepaid by THINKGARD. **(d)** NOTWITHSTANDING AND WITHOUT WAIVING THE WARRANTIES OFFERED BY MANUFACTURERS OF HARDWARE AND SOFTWARE INSTALLED INTO CLIENT'S SYSTEM, AND ANY WARRANT-IES SPECIFICALLY SET OUT BY THINKGARD IN THIS AGREEMENT, ALL OTHER WARRANTIES, WHETHER STAT-UTORY, EXPRESS OR IMPLIED, INCLUD-ING ANY WARRANTIES OF QUALITY, DURABILITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, CONTIN-UOUS USE, DESIGN, COMPLIANCE WITH APPLICABLE LAW, PERFORMANCE OR ERROR-FREE OPERATION ARE DIS-CLAIMED IN THEIR ENTIRETY.

14. **Confidentiality** Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the Deliverables and all information relating to the Deliverables as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.

15. **Equipment and Facilities** Client agrees that THINKGARD may utilize certain items of The Client's equipment and may gain access to certain parts of The Client's facilities. The Client retains title and ownership in all of The Client's equipment owned by The Client and utilized by THINKGARD, and must grant authority for THINKGARD to access The Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.

16. **Passwords** THINKGARD acknowledges that it must have access to any and all systems and resources to perform their duties under this agreement. As such, it must have access to any and all passwords. **Bear in mind that**

the backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.

17. **No Third Party Beneficiary** Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from ThinkGard, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an attempted assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

18. **Dispute Resolution** This Agreement shall be governed by the state and Federal laws applicable to the State of Alabama, U.S.A. Moreover, the proper venue for any dispute which arises out of this Agreement, including its very interpretation, shall be Shelby County, Alabama, or the federal jurisdiction which includes Shelby County, Alabama.

    Except for Client's failure to pay to THINKGARD amounts due under this Agreement, the Parties agree to submit any other dispute, claim, or controversy arising out of or relating to the subject matter of this Agreement, including its very interpretation, to non-binding mediation. The parties will mutually agree to the selection of a mediator. At all times during the mediation process, including the selection of the mediator, the parties will act in good faith to attempt to settle their dispute. The parties agree that any settlement agreement that they may enter into during the mediation process is fully binding and enforceable by any Court with jurisdiction of the dispute thereof.

    If, despite the Parties' mutual exercise of good faith, the dispute is not resolved through the nonbinding mediation, then the Parties shall have the right to resolve the dispute through litigation.

19. **Force Majeure & Malicious Acts** THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.

20. **Liability Limitation – No Consequential Damages** IN NO EVENT SHALL COMPANY BE LIABILE FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQ-UENTIAL DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE THE PROJECT OR FROM THE BREACH OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. **Taxes.** Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

22. **Warranty of Representative Capacity The** Client warrants that its undersigned representative has the authority and capacity to bind Client to the terms and conditions of this Agreement and understands that THINKGARD has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.

23. **Severability** If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.

24. **Additional Documents** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may become necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

25. **Remedy Upon Client's Payment Default**: Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law in Shelby County, Alabama and/or the federal jurisdiction which includes said county; b) To the extent provided by law be entitled to recover all costs of collection including a reasonable attorneys fee, expert fees and costs of court.

26. **Understanding** The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.

27. **Integrated Agreement** This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.

28. **Immigration** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Signature:

_____(**"CLIENT"**)

_____

By: _____

Title: _____

Date: _____

THINKGARD, LLC

_____

By: _____

Title: _____

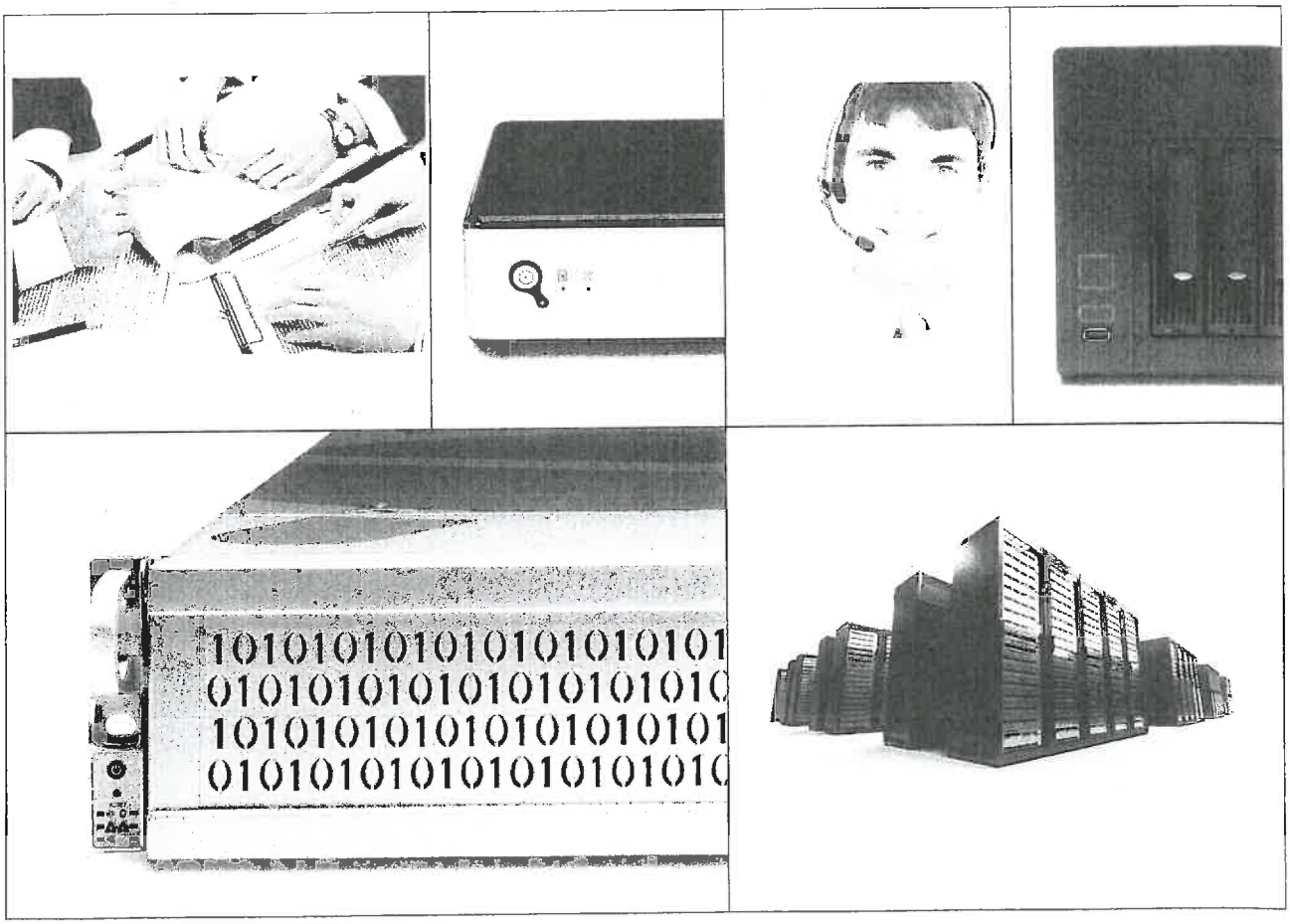
Date: _____

ThinkGard

Business Continuity Built From the Ground Up

ThinkGard's fully managed turn-key Backup and Disaster Recovery service coupled with our extended family of hybrid cloud-based backup, disaster recovery and Intelligent Business Continuity solutions are built for businesses of every size, regardless of infrastructure. ThinkGard solutions are built specifically for your organization in mind, with scalable storage options and predictable cloud pricing, and available in both physical and virtual formats.

All solutions are based on ThinkGard's core Managed Disaster Recovery service that allows ThinkGard to focus on your Disaster Recovery strategy and allows you to focus on your core business.



www.ThinkGard.com

ThinkGard

The ThinkGard Difference—What's Inside

Custom Solutions for You

At ThinkGard, we focus on custom designing a Backup and Disaster Recovery (BDR) strategy that meets the critical needs of your business. We don't believe in one-size-fits-all strategies and understand that every business is different. Having an open mind about your envionment instead of a product focused approach allows us to meet all of your needs in the most efficient and effective way possible.

Turn-Key Managed DR Service

Our turn-key managed service allows us to become a valued member of your IT staff and we handle all of the BDR tasks on your behalf. This includes daily monitoring and managment of backups, troubleshooting backup issues, performing restores as needed and participating as a member of your disaster recovery team in the event of an actual disaster.

Disaster Recovery Planning

ThinkGard's Disaster Recovery experts will work with your team (technical and non-technical) to build and test all of your Disaster Recovery documentation to ensure not only that you are properly protected but in many cases to ensure you are following regulatory guidelines.

Time-Based Cloud Retention

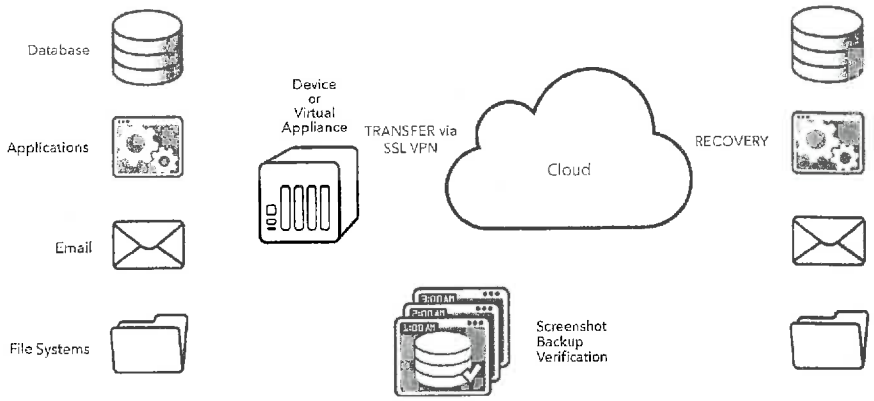
ThinkGard's unique billing model takes the guesswork out of cloud billing. Storage is based on time-frames versus trying to estimate how many gigabytes a customer may need; available in 1, 3 or 7 year options. This establishes a predictable cloud billing model.

Instant Virtualization, On and Off-Site

Backups can be virtualized locally to the ThinkGard device or to the secure ThinkGard cloud, instantly, with the click of a button. Should a local disaster occur, a business can continue as usual in the ThinkGard cloud. Even while virtualized, your systems can perform a normal backup schedule to both the ThinkGard device and to the ThinkGard cloud.

ThinkGard's Hybrid Cloud Structure

All ThinkGard solutions are built with hybrid cloud functionality, providing quick restores and complete data protection.



Hybrid Virtualization

This is the combination of instant off-site virtualization and the single click connectivity of instant local virtualization.

Screenshot Backup Verification

No more guessing if your backup is working properly. ThinkGard boots backups as virtual machines, capturing an image of the login page to give you visual proof that your data has been successfully backed up. An industry first.

Inverse Chain Technology™

This technology eliminates broken backup chains. Each time a backup occurs data is converted directly into a virtual machine, with the most recent backup image always being the base image. Data is always available immediately.

Backup Insights™

This groundbreaking proprietary technology allows you to identify file or application changes between any two backup points. You can easily find a deleted folder or determine which files a virus affected.

End-to-End Encryption

All data is protected by AES 256 encryption both in transit and in the cloud. ThinkGard customers have the option to encrypt data locally, and pass phrases can be specified per appliance or per protected machine to meet compliance regulations.

Better Bare Metal Restore

Restore full machines quickly and efficiently through our USB Bare Metal Restore process. Go from physical machines to virtual (P2V) or vice versa with our unique dissimilar hardware tool that allows for maximum flexibility when restoring.

Physical and Virtual Platforms

Our Intelligent Business Continuity solutions can now be purchased as a virtual appliance to support a virtual infrastructure in addition to our physical hardware. Virtual SIRIS supports VMware. Virtual ALTO supports VMware and Hyper-V.

Business Continuity Solutions Designed for Maximum Functionality, Scalability and Protection for Your Business

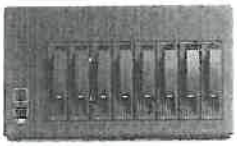
SIRIS 2

SIRIS 2

ThinkGard SIRIS 2 delivers the most aggressive Recovery Time Objective (RTO) of any backup, disaster recovery (BDR) and business continuity solution available on the market. No surprise as it's the only BDR solution designed and built specifically to mitigate downtime for businesses. Better yet, ThinkGard SIRIS 2 is available in three distinct product lines, in order to meet your specific needs:

- ThinkGard SIRIS 2 Business: 500GB to 2TB
- ThinkGard SIRIS 2 Professional: 1TB to 5TB
- ThinkGard SIRIS 2 Enterprise: 5TB to 36TB

ALTO XL



ALTO XL

ThinkGard ALTO XL is the new, cost-effective way for businesses of all sizes to get comprehensive protection against downtime. ThinkGard ALTO XL is easy to use and inexpensive to scale. The solution comes with solid state OS drives, end-to-end encryption, and RAID for added redundancy.
It's big power at an attractive price point.

- ThinkGard ALTO XL: 1TB to 3TB
- ThinkGard ALTO XL Professional: 6TB to 24TB

ALTO 2

ALTO 2

ThinkGard ALTO 2 gives small businesses many of the same protections of our larger solutions at a lower price. ThinkGard ALTO 2 is the first, and only, business continuity solution built specifically for the unique demands of the small business market. The solution features Hybrid Virtualization, Screenshot Backup Verification, and a new hardware configuration to maximize reliability.

NAS

ThinkGard NAS

ThinkGard NAS is the only network-attached storage device designed with the needs of small to mid-sized businesses in mind. Two unique features are its ability to build and take snapshots of network shares and to sync these shares to the secure ThinkGard cloud. ThinkGard NAS is the perfect complement to the ThinkGard family of Business Continuity solutions, providing extra storage with a superior level of protection.

VIRTUAL SIRIS VIRTUAL ALTO

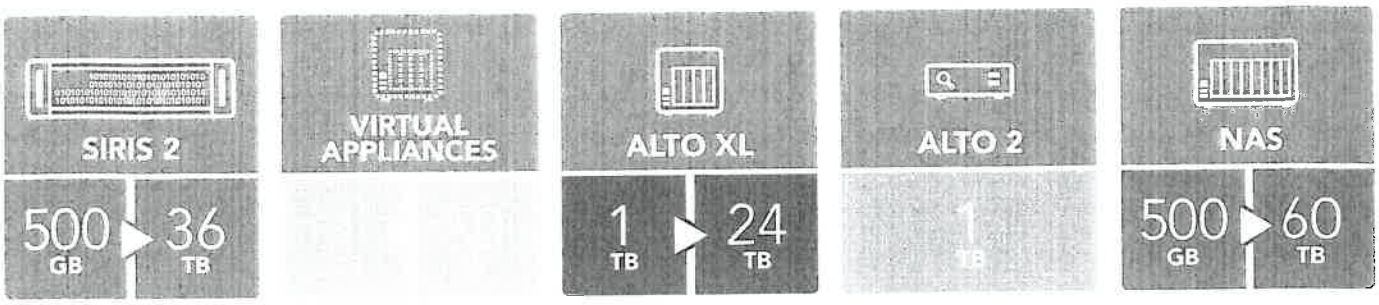
Virtual SIRIS and Virtual ALTO

Virtual SIRIS and Virtual ALTO leverage ThinkGard's award-winning core technologies, service, and support for maximum performance on hypervisors, protecting both virtual and physical servers. ThinkGard's virtual appliances seamlessly integrate with the secure ThinkGard cloud and come with a predictable cloud-billing model.

Call Us Today for a Quick Assessment of Your Current Backup / DR Strategy

ThinkGard

Solutions for businesses of any size:



	SIRIS 2			ALTO XL	ALTO 2	ThinkGard NAS
	Medium to enterprise businesses	Medium to enterprise businesses	Medium to enterprise businesses	Small to medium businesses	Small businesses	Businesses of any size
Instant On-Site Virtualization	✔	✔				
Instant Off-Site Virtualization	✔	✔	✔	✔	✔	
Hybrid Virtualization™			✔	✔	✔	
Local and Off-Site File Level Restore	✔	✔	✔	✔	✔	✔
VMDK/VHD Export	✔	✔	✔ [1]	✔	✔	
Inverse Chain Technology™	✔	✔	✔	✔	✔	✔
Screenshot Backup Verification	✔	✔	✔ [2]	✔	✔	
Bare Metal Restore	✔	✔	✔ [3]	✔	✔	
Message Level Exchange Recovery	✔	✔	✔	✔	✔	
Granular SharePoint Recovery	✔	✔	✔	✔	✔	
End-to-End Encryption	✔	✔	✔	✔		
Unlimited Cloud Storage Capabilities	✔	✔	✔	✔	✔	✔
Backup Insights™	✔	✔	✔	✔		
Unlimited Agent Licensing	✔	✔	✔	✔		
24/7/365 Technical Support	✔	✔	✔	✔	✔	✔
Appliance Type	Physical	Virtual	Virtual	Physical	Physical	Physical
Deploy to VMware vSphere ESXi	N/A	✔	✔	N/A	N/A	N/A
Deploy to VMware vSphere Free	N/A		✔	N/A	N/A	N/A
Deploy to Microsoft Hyper-V	N/A		✔	N/A	N/A	N/A

1. USB Export not available on Virtual ALTO for Hyper-V.
2. Screenshot Backup Verification not available on Virtual ALTO for Hyper-V.
3. Bare Metal Restore not available on Virtual ALTO for Hyper-V.

ThinkGard, Inc.
160 Yeager Parkway
Suite 105
Pelham AL 35124
www.thinkgard.com
205-564-2724

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SHI Disaster Recovery Solution

Kevin Brown
SHI Account Executive

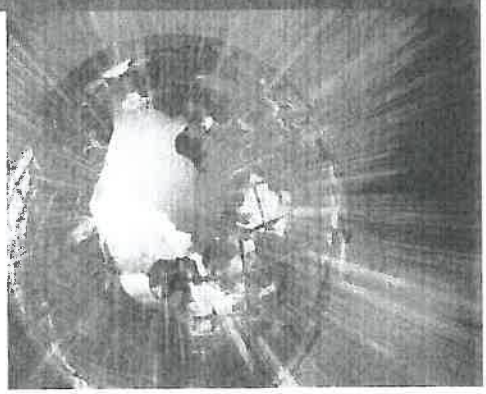
SHI International Corporation

290 Davidson Ave
Somerset NJ

Date: 11/25/2014

SHI International Corp.

Innovative Solutions. World Class Support.



Who We Are

- Global provider of industry-leading software, hardware and custom IT solutions
- $5 billion+ revenue in 2013 (20% from public sector)
- Over 200 state, consortia and WSCA contracts across 48 states for software, hardware and services
- #1 in annual customer retention rate
- 100% organic growth without mergers or acquisitions
- Largest Minority and Woman-owned Business Enterprise (MWBE) in the US

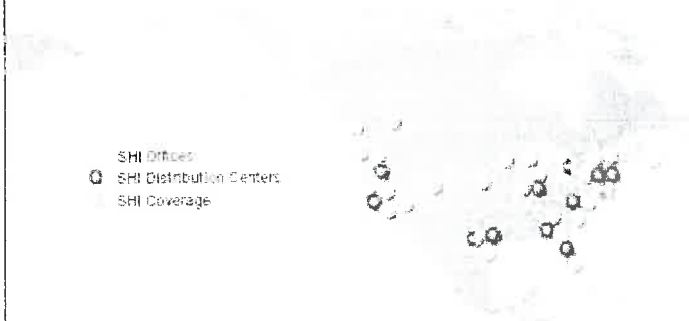
What We Offer

- Customized catalog containing over 200,000 IT products
- Specialization in hard-to-source software and hardware items
- Procurement outsourcing and contract management
- Unrivaled software volume licensing expertise and support
- An integrated e-commerce portal

- Pre- and post-sales technical consultation and support
- Real-time information on products and purchasing programs
- Professional services supporting the complete technology lifecycle

- Lowest operational overhead in the industry
- Fastest turnaround from PO to loading dock
- Reports tracking true cost-savings/cost-avoidance
- Best overall value

Where You'll Find Us

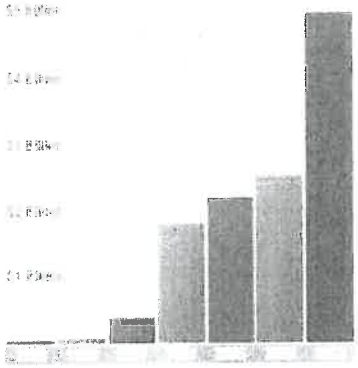


The SHI Story

Founded in 1989, SHI has transformed itself from a $1 million "software-only" regional reseller into a $5 billion+ global provider of IT products and services. Dynamic, scalable, innovative solutions delivered with world-class customer support have made SHI the complete IT solution provider it is today.

From offices across the US and around the world, SHI Account Executives support the technology needs of corporate, enterprise, public sector and academic customers of all sizes. Backed by software volume licensing experts, hardware procurement specialists and certified IT services professionals, SHI delivers custom IT solutions for every aspect of your environment.

A History of Growth



SHI International Corp.
www.publicsector.shidirect.com

290 Davidson Avenue
Somerset, NJ 08873

Software Licensing and Asset Management

With some of the most experienced and tenured software licensing specialists in the industry, SHI makes it easy for you to choose and manage the licensing programs that are right for your organization.

In addition, SHI's comprehensive Asset Management solution Polaris can help ensure your IT assets are accounted for and utilized at every stage of the product lifecycle.

Hardware Procurement and Deployment

SHI can thoroughly support your organization's hardware initiatives by leveraging our team of skilled technical experts, product specialists and custom resources to provide:

- Presales Consulting
- Program Assistance
- Maintenance Management
- Reporting and Tracking
- Warehousing/Configuration
- Design/Implementation

Professional Services

From the client, through the data center and to the cloud, SHI's Enterprise Solution Services organization and extensive partner network offer a complete portfolio of services designed to optimize and protect every piece of your IT environment.

SHI Services Portfolio

Client Services

- Mobility
- Windows Migration
- Client/Desktop Management
- Configuration and Imaging
- Virtual Desktop Infrastructure
- Deployment Planning Services

Lifecycle Services

- Deployment and Support
- Product Protection, Warranty and Maintenance
- Asset Disposition and Remarketing

Cloud Services

- Software as a Service
- Platform as a Service
- Infrastructure as a Service
- Cloud Consulting
- Backup as a Service

Data Center Services

- Microsoft Windows Server 2003 Migration
- Virtualization
- Storage and SAN Design and Installation
- Server Installation and Configuration
- Network Installation and Configuration
- Backup and Recovery
- Custom Projects

Investment Summary (36 Month)

The SunGard solution that follows consists of hardware, software, services, and training.

Purchase Price

The following table summarizes costs of the Recovery 2 Cloud and Storage Services with *36 Months contract*

SunGard Services	
One-Time Fee	$12,572.53
Services per month	$4,107.01
Total Payout over 36 Months	$160,424.89

Services to include:

- Secure and maintain telecommunication connectivity between the customer premises where the source servers are located and the designated SunGard AS Facility;
- Encrypt all customer data transmitted and stored using the services; and
- Execute regular back-ups using the Vaulting Software and to report any errors in executing such back-ups; and
- Configure and implement customer desired changes to the data sets backed up to the vault, the frequency of backups to the vault, and retention periods within the Vault.

Investment Summary (60 Month)

The SunGard solution that follows consists of hardware, software, services, and training.

Purchase Price

The following table summarizes costs of the Recovery 2 Cloud and Storage Services with *60 Months contract*

SunGard Services	
One-Time Fee	$10,589.49
Services per month	$3,904.83
Total Payout over 60 Months	$244,879.29

Services to include:

- Secure and maintain telecommunication connectivity between the customer premises where the source servers are located and the designated SunGard AS Facility;
- Encrypt all customer data transmitted and stored using the services; and
- Execute regular back-ups using the Vaulting Software and to report any errors in executing such back-ups; and
- Configure and implement customer desired changes to the data sets backed up to the vault, the frequency of backups to the vault, and retention periods within the Vault.

27-MAY-2014
1006249804
Mark Nikiewicz
312-705-3257

Prepared For:
CITY OF ST. MARYS
415 E BROADWAY ST
SAINT MARYS, GA 31558
US

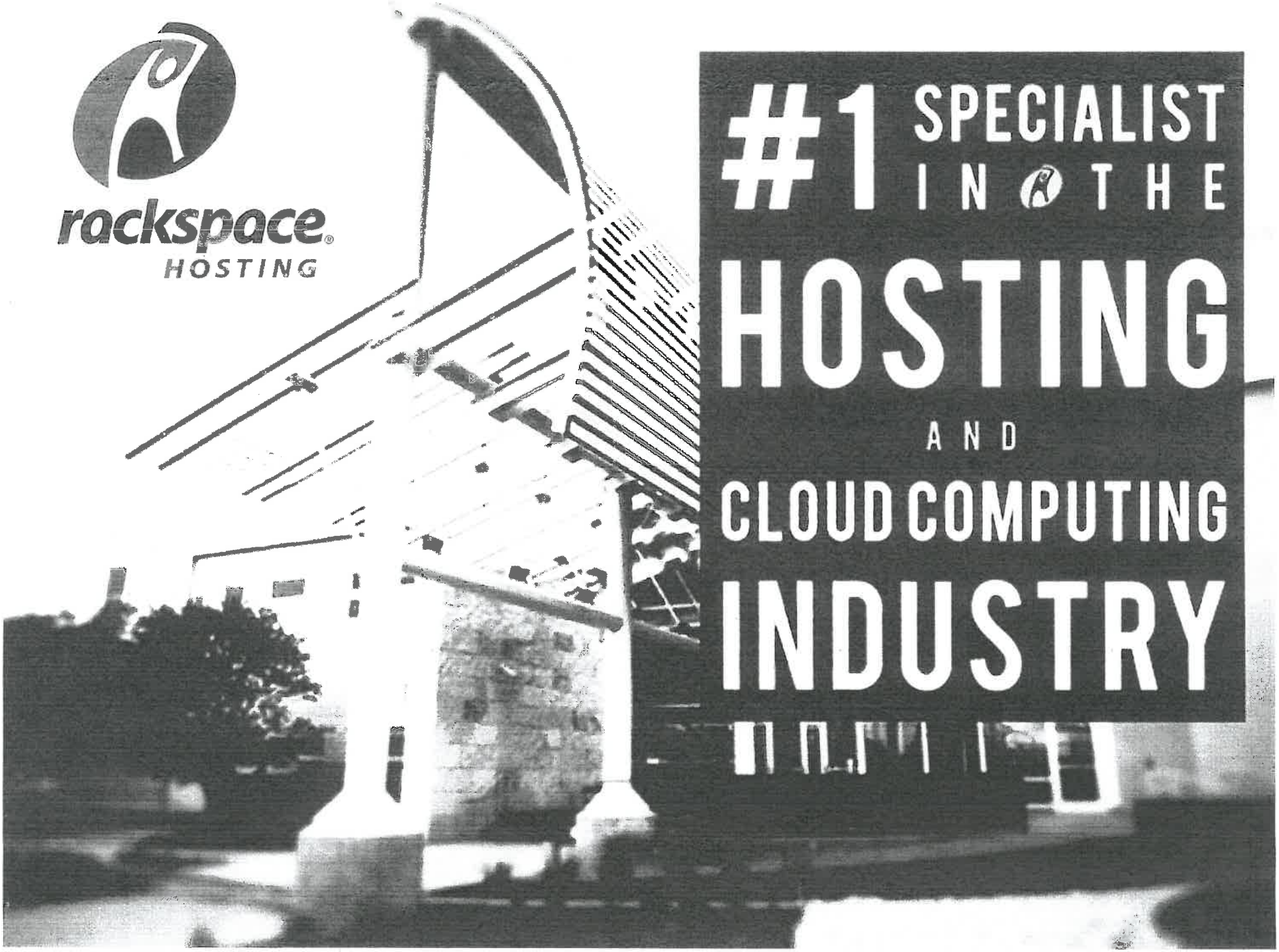
CDW Corporation
200 N MILWAUKEE AVE VERNON HILLS, IL 60061US

Qty	Model Number	Description	List (USD)	Unit Price (USD)	Extended Price (USD)
	Configuration Name:	DD620 Site 1			
	SYSTEM:	DD620-PS			
1	DD620	SYSTEM;DD620;NFS;CIFS	0.00	0.00	0.00
1	DD620-12TB	SYSTEM; DD620-12X1;12T;NFS;CIFS	30000.00	12600.00	12600.00
2	PC-NA120V-1N	POWER CORD,DD NORAMERIC120V,5-15P,C13,2M	0.00	0.00	0.00
		Hardware Sub-total	**30000.00**	**12600.00**	**12600.00**
1	DDOS-DOC-A2	DOCS; DD OS DOC; A2	0.00	0.00	0.00
1	L-REP-620	LICENSE; REPLICATOR; DD620	2540.00	1066.80	1066.80
		Software Sub-Total	**2540.00**	**1066.80**	**1066.80**
1	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	0.00	0.00	0.00
1	PS-BAS-DD00	IMPL FOR DD 0 SHELF QS	2500.00	2443.75	2443.75
		Services Sub-Total	**2500.00**	**2443.75**	**2443.75**
1	M-ENHSWDD-M1	1 YEAR ENHANCED SOFTWARE SUPPORT (DD)	406.00	167.56	167.56
1	M-ENHHWDD-M1	1 YEAR ENHANCED SYSTEM SUPPORT (DD)	2700.00	1115.10	1115.10
		Maintenance Sub-Total	**3106.00**	**1282.66**	**1282.66**
	Configuration Name:	DD620 Site 2			
	SYSTEM:	DD620-PS			

1 DD620	SYSTEM;DD620;NFS;CIFS	0.00	0.00	0.00
1 DD620-12TB	SYSTEM; DD620-12X1;12T;NFS;CIFS	30000.00	12600.00	12600.00
2 PC-NA120V-1N	POWER CORD,DD NORAMERIC120V,5-15P,C13,2M	0.00	0.00	0.00
	Hardware Sub-total	**30000.00**	**12600.00**	**12600.00**
1 DDOS-DOC-A2	DOCS; DD OS DOC; A2	0.00	0.00	0.00
1 L-REP-620	LICENSE; REPLICATOR; DD620	2540.00	1066.80	1066.80
	Software Sub-Total	**2540.00**	**1066.80**	**1066.80**
1 PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	0.00	0.00	0.00
1 PS-BAS-DD00	IMPL FOR DD 0 SHELF QS	2500.00	2443.75	2443.75
	Services Sub-Total	**2500.00**	**2443.75**	**2443.75**
1 M-ENHSWDD-M1	1 YEAR ENHANCED SOFTWARE SUPPORT (DD)	406.00	167.56	167.56
1 M-ENHHWDD-M1	1 YEAR ENHANCED SYSTEM SUPPORT (DD)	2700.00	1115.10	1115.10
	Maintenance Sub-Total	**3106.00**	**1282.66**	**1282.66**
	Freight Total (USD)			**0.00**
	Total Price (USD)		$	**34,786.42**

GEORGIA EMC WSCA CONTRACT B27161 99999-SPF-T2010041

Notes
Notes:
Total Price is inclusive of Freight Charges (where applicable).
Additional freight charges will be invoiced by EMC if expedited shipping is requested.


rackspace
HOSTING
#1 SPECIALIST IN THE
HOSTING
AND
CLOUD COMPUTING
INDUSTRY

PROPOSAL FOR HOSTING SERVICES

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RACKSPACE® HOSTING | 5000 WALZEM ROAD | SAN ANTONIO TX 78218 | US SALES: 1-800-961-2375 | WWW.RACKSPACE.COM

Prepared on: 11 November 2014
(Proposal valid until 30 November 2014.)

Prepared for:

Prepared by:
Joe Villa
BDC I - SMB - US
joe.villa@RACKSPACE.COM
+12103123109

Notice of Confidentiality

The contents of this Proposal are confidential and proprietary information of Rackspace. Your acceptance of this Proposal and review of its contents constitutes your acknowledgment that the contents are Rackspace's confidential and proprietary information and your agreement not to disclose the same to any person other than persons in your organization who have a need to know in order to evaluate a possible business relationship with Rackspace for managed hosting services.

Fanatical Support® – The Rackspace® Difference

For every business and budget, there's a unique need. That's why we deliver a portfolio of solutions like Managed Hosting, Cloud Hosting and Email Hosting, each with a diverse mix of products. Our model is built to adjust to customer needs quickly and efficiently. And because everything we do is tailored only to hosting, we truly are the hosting experts. We integrate the industry's best technologies and practices and delivers it all with our unparalleled and uncompromising **Fanatical Support®**.

Fanatical Support isn't just what we do. It's what we are – a company with the drive to do more than what our contracts, service level agreements and guarantees say we will. Every day is an opportunity for us to make a difference in the lives and businesses of our customers.

THE FUNDAMENTALS OF RACKSPACE

- Founded in 1998 – Over 14 years of hosting expertise
- Listed on the New York Stock Exchange (RAX) in 2008
- Headquarters: San Antonio, Texas
- Global Offices: Hong Kong, London, Amsterdam, Australia, Austin, TX and Blacksburg, VA
- Nine (9) Worldwide Data Centers: Hong Kong, China (1); Sydney, Australia (1); London, UK (2); Dallas, TX (2); Ashburn, VA(2); and Chicago, IL(1)
- Over 190,000 customers and over 5000 employees
- Host 60% of Fortune 100 Companies

INDUSTRY LEADERSHIP

- World's largest hosting provider by revenue in 2007*
- Net income positive since February 2001
- Industry-leading Service Level Agreements
- Guarantees: 100% Network Uptime and 1-Hour Hardware Replacement
- Zero-Downtime Network™ powered by Cisco
- A Leader in the Gartner North American Web Hosting Magic Quadrant since 2004
- Microsoft Gold Certified Hosting Partner
- Microsoft Hosting Partner of the Year – 2003, 2005, 2007, and 2012
- Red Hat Premier Hosting Partner
- American Business Awards' Best Customer Service Organization – 2005 and 2007
- Member of the Dow Jones Sustainability Index – North America, 2012-2013

WHY RACKSPACE IS A SMART BUSINESS DECISION

Rackspace helps you be efficient with your cash

- Removes the need for big capital outlays on hardware and data centers
- Frees up your funds for primary business expenses
- Offers affordable and predictable monthly costs
- Lets you pay as you grow rather than over-purchase capacity upfront
- Delivers a faster return on your investment
- Delivers efficiencies in hardware through virtualization and scalability

Rackspace helps you extend your resources

- Reduces your labor costs
- Provides you with access to a deeper pool of experts
- Concentrates your people on core business needs
- Supplies staff instantly for the "what if" scenario
- Lets you take advantage of latest technologies without hiring the expertise
- Assesses each product's life cycle and recycles e-waste from operations

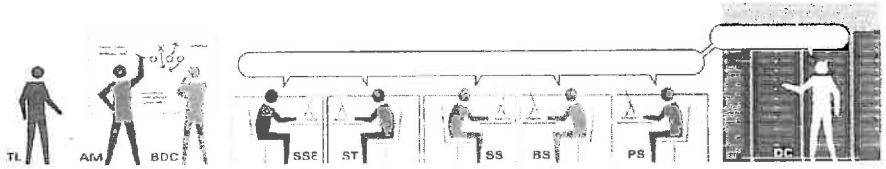
Rackspace limits your business risk

- Keeps capital on hand for "rainy days"
- Allows you to quickly and efficiently change plans
- Guarantees you stay online
- Implements your solution quickly
- Places your focus back on growing your business
- Gives you latitude to pursue new revenue-generating ventures
- Includes corporate responsibility criteria in supplier selection

*According to Tier1 Research Data

Intensive™ for Linux & Windows

Rackspace Intensive does more than work for you; it works closely with you. Think of it as an integral part of your IT department — a dedicated Rackspace team of experts that takes responsibility for many of the tasks that burden you day-to-day. It is their responsibility to know and understand your configuration, your goals and you. Your Account Manager is your single point of contact at Rackspace and is accountable for ensuring all of your infrastructure needs are met. Working alongside your Account Manager — your Business Development Consultant, System Engineers, Support Technicians, Support Specialists, Billing Specialists and representatives of Rackspace Professional Services and Data Center Operations. Combining years of experience and unrivaled expertise, they all work together with one purpose, to give you peace-of-mind.



TL – Team Lead
AM – Account Manager
BDC – Business Development Consultant
SSE – Senior System Engineer
SS – Support Specialist
ST – Support Technician
BS – Billing Specialist
PS – Professional Services
DC – Data Center Operations

In other words, your Rackspace Intensive team isn't just available for you – they're accountable to you. In addition to the award-winning Fanatical Support enjoyed by every Rackspace customer, Intensive customers benefit from smaller teams and more personal attention, including all of the following and more:

Proactive Customer Care Services

- Dedicated Account Manager
- Dedicated Business Development Consultant
- Expert System Engineers
- Implementation planning and assistance
- Regularly scheduled system performance consultation
- Capacity planning to align with your growth goals

Monitoring & Issue Response

- Custom port monitoring
- Hardware health monitoring
- Performance monitoring
- Application availability monitoring
- Synthetic transaction monitoring

Reporting & Performance Management

- Online ticketing and ticket archiving
- Detailed backup performance and utilization
- Bandwidth utilization metrics
- Monthly support ticket trending
- Server performance reports

Server & Device Administration

- Customized specifications (no prepackaged hardware)
- Unlimited sys admin troubleshooting
- Run book for custom troubleshooting
- High availability server capabilities
- Managed Active Directory
- Disk defragmentation management

Security

- Customized patching and rollback capabilities
- Server virus scanning
- Third party security audit upon implementation
- Managed firewalls and VPN access

Storage & Backup Management

- Private and secure dedicated backup network
- Weekly full backup plus daily differential/ incremental backup
- Backup needs analysis and integrity testing

rackspace

The Rackspace Cloud Portfolio

Rackspace is unique because it offers customers their choice in application hosting and the expertise and guidance from our industry-leading **Fanatical Support®**. Whether your business needs the agility of public cloud, the security of dedicated hardware, or the blending of both, we can help.

PUBLIC CLOUD

Persistent, elastic utility-based virtual servers

Public Cloud provides compute for your sites and apps. You get the persistence of a traditional server, plus the on-demand flexibility of the cloud. Additional services provide a complete cloud-based application platform including CDN-enabled object storage, load balancing, databases, monitoring, block storage and DNS.

It's elastic. You're in control: Add more resources to serve spikes and heavy traffic events, then remove resources when you don't need them. Create servers in minutes.

It's cost-effective. You only pay for what you use. It's simpler and more affordable than buying and installing your own gear and does not require capital expenses.

We have your back. You control your configuration through our easy-to-use Control Panel — but you're never on your own. Our trained specialists are available anytime you have a question, 24x7x365.

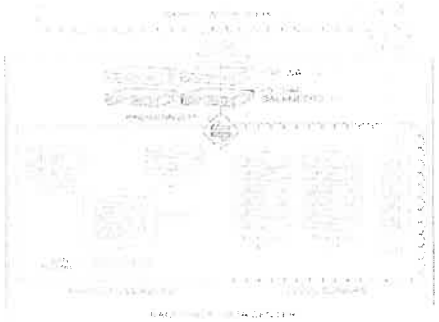
We take care of the hard stuff. With a managed cloud account you can count on the experience of Rackers to help you design, build and run your applications on the cloud.

You get a choice. Because the Rackspace Cloud is built on OpenStack®, you don't have to lock your data into a proprietary technology. Plus, you select and deploy the operating system and cloud products you need.

HYBRID HOSTING

Secure, connecting cloud to your managed hosting configuration

Hybrid Hosting is the combination of dedicated servers, managed virtualization and cloud servers working together within a Rackspace data center. By deploying our RackConnect® service, you can, for example, use a hardware firewall and load balancer to filter and route traffic between your dedicated and cloud servers.



"Rackspace's model offers Mazda their optimal model that allows us to quickly add cloud resources when our traffic spikes from major ad campaigns."

Vashdev Vangani
Department Manger of
Information Technology
Mazda North American Operations

PRIVATE CLOUD

Cloud benefits running on your hardware

Private Cloud powered by OpenStack is an open source cloud operating system that controls large pools of compute, storage, and networking resources throughout a datacenter, all managed through a dashboard that gives administrators control while empowering their users to provision resources through a web interface. This platform is designed for developers and ideal for automation.

rackspace

Our success as a company is measured by the success, growth and happiness of our customers. We have a vested interest in supporting you for years to come. This proposal has been tailored to your unique business needs as we've discussed over our phone and email conversations.

Thank you for the time and the opportunity to share with you the meaning of Fanatical Support.

Sincerely,

Joe Villa
BDC I - SMB - US

rackspace

Solution Details:

Data Center: **Ashburn3 (IAD3)**
Service Level: **Intensive**
Term: **12 months**

Networking

Data Center: Ashburn3 (IAD3)

Cisco ASA 5515 X 6 Port Firewall

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	$794.63 USD	$794.63 USD

- 1000 Mbps Connectivity
- 600 Mbps Aggregate, 250,000 Concurrent Connections, and 15,000 Connections/Second
- Stateful packet inspection
- Fully Managed Device, includes 24x7 Monitoring, Rule Changes and 1 Hour Replacement Guarantee
- Cisco VPN Access - Client to Site: Five (5) included [SKU: 106239]

Cisco VPN Access - Site to Site

Quantity	Setup Per Unit	Total Setup	One Time Per Unit	Total One Time
1	$0.00 USD	$0.00 USD	$65.00 USD	$65.00 USD

- Fully Managed, Software Updates and Management Included
- 3DES Encryption
- 1 Per Site

Hyper-V Support

Data Center: Ashburn3 (IAD3)

[Under Technical Review] Microsoft Hyper-V Server Powered by Rackspace

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
1	$0.00 USD	$0.00 USD	$500.00 USD	$500.00 USD

- **Product Specific Terms:**Subject to the terms at: http://www.rackspace.com/information/legal/MPC_SLA
- **Private Cloud - Microsoft:**Microsoft - Compute Node Support

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Hypervisors

Data Center: Ashburn3 (IAD3)

[Under Technical Review] Dual Processor Multi Core Dedicated Server for Hyper-V

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	$3,163.92 USD	$3,163.92 USD

- **Product Specific Terms:**Subject to the terms at: http://www.rackspace.com/information/legal/MPC_SLA
- **Operating System for Hyper-V:**Core Infrastructure Datacenter (Win + SC) - (Licensed for 2 Processor)
- **Processor:**Dual Processor, Hex Core Intel Xeon E5-2640 2.5Ghz (Standard)
- **Memory:**128 GB (Std.) [SKU: 104846, 103673]
- **Drive and RAID Configuration:**
  - RAID 1 [SKU: 102000]
  - 300 GB Std. (15K SAS 3.5") - Qty: 2
  - RAID 10 [SKU: 102694]
  - 3 TB (7.2K Near-Line SAS 3.5") - Qty: 6
- **Drive Partitioning:**Rackspace Suggested Partitioning
- **Network:**1000 Mbps
- **Backup Agent:**Base Backup Agent for Hyper-V [SKU: 108274]
- **Managed Backup:**
  - Unmetered Managed Backup (Requires Unmetered MBU Terms) [SKU: 105753]
  - Weekly Full, Daily Incremental
  - 2 Week On-site Retention (Per GB) [SKU: 105496]
- **Bandwidth:**2000 GB - Excluding SYD2 Datacenter - For Hosted Services in SYD2, please refer to pricing found at http://www.rackspace.com/information/legal/bandwidthpricing [SKU: 105549]

VM's

Data Center: Ashburn3 (IAD3)

[Under Technical Review] Hyper-V VM (Windows - Licensed by Host)

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
2	$0.00 USD	$0.00 USD	$205.56 USD	$411.12 USD

- **Product Specific Terms:**Subject to the terms at: http://www.rackspace.com/information/legal/MPC_SLA
- **VM OS lic'd by host:**Windows Server 2012 R2 Standard Edition (Licensed by Host)
- **Licensing:**Licensed by Host [SKU: 104727]
- **Drive Partitioning:**Rackspace Suggested Partitioning
- **Virtual Machine Resource Allocation:**
  - Amount of virtual memory (MB) - Qty: 2048
  - Number of virtual CPUs - Qty: 1
  - Amount of virtual disk space (vDisk1 GB) - Qty: 60
- **PerfectDisk:**Raxco PerfectDisk [SKU: 106507]

[Under Technical Review] Hyper-V VM (Windows - Licensed by Host)

Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
1	$0.00 USD	$0.00 USD	$205.56 USD	$205.56 USD

- **Product Specific Terms:**Subject to the terms at: http://www.rackspace.com/information/legal/MPC_SLA
- **VM OS lic'd by host:**Windows Server 2012 R2 Standard Edition (Licensed by Host)
- **Licensing:**Licensed by Host [SKU: 104727]
- **Drive Partitioning:**Rackspace Suggested Partitioning
- **Virtual Machine Resource Allocation:**
  - Amount of virtual memory (MB) - Qty: 36864
  - Number of virtual CPUs - Qty: 8
  - Amount of virtual disk space (vDisk1 GB) - Qty: 275
  - Amount of virtual disk space (vDisk2 GB) - Qty: 400
- **PerfectDisk:**Raxco PerfectDisk [SKU: 106507]

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Colo Device

Data Center: **Ashburn3 (IAD3)**

[Pending Approval, Non-Standard] Colo Device - Dual Corded

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	$0.00 USD	$0.00 USD	$400.00 USD	$400.00 USD

- **Colocation Device Details**
  - **Co-location Device Details (Make/ model, power consumption, and device size in U):** EMC Data Domain DD620, 2U
- Number of rack units per dual corded colo device - Qty: 2
- Includes Space, Power and Network Connectivity
- Includes secure storage of a spare device, if provided
- This Configuration element (hardware or software) or service is implemented in a manner not customary at Rackspace and is subject to the restrictions identified in your Product Terms and Conditions. Please confer with your Sales Representative for additional information.

Monthly Recurring (1)	$4,358.55 USD
Monthly Utility Fee (2)	$1,116.68 USD
Total Monthly Invoice (3)	**$5,475.23 USD**

Setup Fee	$0.00 USD
One Time Fee	$65.00 USD
Total One Time/Setup Fee	$65.00 USD

Please note that the prices above exclude applicable taxes

1. Your Services Description may comprise several distinct services. Rackspace may raise an invoice for each service separately on the service's online date.
2. Monthly Utility Fee may change based on usage.
3. The amount due under the Total Monthly Invoice may change if your use of bandwidth-based products and services exceeds the subscribed amount.

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CITY COUNTIL MEETING
December 15, 2014

TITLE: CONSIDER DENIAL OF CLAIM BY RICKEY SULLIVAN, PARENT OF BRAXTON SULLIVAN

PURPOSE: To respond to a demand for compensation made by Mr. Sullivan for the death of his son.

RECOMMENDATION: City Attorney recommends that this claim be denied.

HISTORY/ANALYSIS: The City previously received this demand and denied it. Because the notice sent to the City by Mr. Sullivan's attorney was defective, they are making the same demand a second time.

City Attorney: Jay Moore