



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

December 1, 2014

CITY COUNCIL MEETING
6:00 P.M.

AGENDA

- I. CALL TO ORDER**
- II. INVOCATION:** *Brandon (Mayor John F. Morrissey)*
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL** **QUORUM: YES ___ NO ___**
- V. APPROVAL OF MINUTES:** *November 17, 2014 Regular City Council Meeting Minutes*
- VI. PRESENTATIONS:**
BOARD ANNOUNCEMENT (VACANCY):
Industrial Development Authority (Simon Scott)
BOARD APPOINTMENT (VACANCY):
Industrial Development Authority (Kyle Lewis)
- VII. SET CONSENT AGENDA**
- VIII. APPROVAL OF THE AGENDA**
- IX. GRANTING AUDIENCE TO THE PUBLIC**
- X. OLD BUSINESS:**
A. NAMING RIGHTS POLICY FOR CITY ASSETS: *John J. Holman (City Manager)*
To approve Naming Rights Policy regarding City AssetsTAB "A"
- XI. NEW BUSINESS:**
A. ST. MARYS AIRPORT FEDERAL CAPITAL IMPROVEMENT PROGRAM (2016-21020):
John J. Holman (City Manager) Consideration of the federal 5 year Capital Improvement Plan for the existing St. Marys AirportTAB "B"

- B. **RESOLUTION GREENWAY TRAILS GRANT FOR ST. MARYS INTRACOASTAL GATEWAY PROPERTY:** *John J. Holman (City Manager)TAB “C”*
Request approval of resolution to submit for the Greenway Trails Grant regarding the St. Marys Intracoastal Gateway property
- C. **DANDY STREET CELL TOWER CONTRACT AMENDMENT/RENEWAL:**TAB “D”
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
- D. **1ST QUARTER TOWN HALL MEETING:** *City ClerkTAB “E”*
To schedule the 1st Quarter Town Hall Meeting for Thursday, January 8, 2015 at 6:00 p.m.
- E. **SELCUK ERKAL D/B/A PAPA LUGIS RESTAURANT:** *City ClerkTAB “F”*
Request approval to advertise a public hearing for a 2015 beer and wine alcohol license on premise consumption for Papa Luigis Restaurant
- 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 OrderTAB “G”

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

- A. **FINANCE DIRECTOR’S REPORT:** *Jennifer Brown (Finance Director)TAB “H”*
- 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
November 17, 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, November 17, 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
Donna Folsom, Human Resources 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 6:03 p.m. Councilmember Nancy Stasinis 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 3, 2014 Regular City Council Meeting Minutes*

Councilmember Williams made a motion to approve the November 3, 2014 Regular City Council meeting minutes. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

PRESENTATIONS:

DISTINGUISHED BUDGET AWARD-GOVERNMENT FINANCE OFFICERS ASSOCIATION: *Jennifer Brown (Finance Director)*

Mayor Morrissey read the award letter sent to the Finance Director and the City of St. Marys congratulating them on receiving the distinguished Government Finance Officers Association Budget Award. The City of St. Marys has received the award for three consecutive years (FY 2015, FY 2014 and FY 2013).

ST. MARYS CONVENTION AND VISITORS BUREAU ANNUAL REPORT: *Donna Asbell (chairman)*

Ms. Donna Asbell presented the annual report for the St. Marys Convention and Visitors Bureau. Ms. Asbell mentioned the revised mission statement, revised tourism brochure, new video, launch of new website and the relocation of the St. Marys Welcome Center. Ms. Asbell thanked the Mayor, Council and residents for their support.

DOWNTOWN DEVELOPMENT AUTHORITY ANNUAL REPORT: *Gary Straight*

Mr. Straight gave a brief overview of various projects the Downtown Development Authority assisted with in the last year including Redevelopment Powers and business growth. Mr. Straight thanked the Mayor and Council for their support.

BOARD APPOINTMENT (VACANCY): *Historic Preservation Commission (Richard Arrington)*
Councilmember Williams made a motion to appoint David Grimm to the Historic Preservation Commission. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

BOARD APPOINTMENT (VACANCY): *Industrial Development Authority (Kyle Lewis)*
Mayor Morrissey stated no applications were received for the Industrial Development Authority and announced the opening on the authority.

ECONOMIC DEVELOPMENT MILL SITE UPDATE: *John J. Holman (City Manager)*
Mr. Holman introduced Mike Newsome (Bankruptcy Trustee-Mill Site Property), Douglas Wolfe (General Counsel-Knights of the Green Shield) and Christopher Ragucci (World Wide Group). Mr. Newsome gave a brief update on the mill site property and stated he wanted to ensure transparency for the City, oversee sale of property and provide service to creditors. Mr. Newsome stated the sale of the mill site property would be for cash and the asking price is confidential at this time.

Mr. Wolfe stated the Knights of the Green Shield are investors and have not purchased the property but are completing their due diligence. Mr. Wolfe stated the idea is to create an industrial complex and logistics center that is environmentally conscience. Mr. Wolfe mentioned a future meeting with Kings Bay Naval Base. Christopher Ragucci (World Wide Group) mentioned several positives for the location including: strategic location, 1.25 million work force within one hour, deep water access (8 miles), barge and tug operations, ability to receive various commodities by rail, road and water. Mr. Ragucci also mentioned the ability to connect to various ports like Savannah, Georgia; Fernandina Beach, Florida; and Jacksonville, Florida.

SET CONSENT AGENDA (*):

Councilmember Reilly made a motion to approve the consent agenda as New Business A, C, D, E, F, G, and H. Councilmember Gant seconded the motion. Councilmember Colville abstained on item C under New Business. Voting was recorded as follows for New Business Items A, D, E, F, G and H. Voting was unanimous in favor of the motion.

Councilmember Reilly made a motion to approve the consent agenda as New Business item C. Councilmember Gant seconded the motion. Councilmember Colville abstained on item C under New Business. Voting was recorded as follows:

<u>FOR</u>	<u>ABSTAINED</u>
Councilmember Gant	Councilmember Colville
Councilmember Nutter	
Councilmember Reilly	
Councilmember Stasinis	
Councilmember Williams	

APPROVAL OF THE AGENDA:

Councilmember Nutter made a motion to approve the agenda as revised. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

GRANTING AUDIENCE TO THE PUBLIC:

Cliff Davenport, 604 Ready Street: Mr. Davenport stated approximately 139 bicycle riders registered/attended the Three Rivers Ride (St. Marys, Kingsland and Woodbine). Mr. Davenport mentioned all the compliments received from participants attending the event.

OLD BUSINESS: There were no items.

NEW BUSINESS:

A. 2015 MUNICIPAL COURT CALENDAR (*): *Shavon Gibbs (Court Administrator) Approval of proposed 2015 Municipal Court Schedule*

Councilmember Reilly made a motion to approve the 2015 Municipal Court Calendar. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

B. WASHINGTON OAK & PUMP: *Roger Weaver (Planning Director) Consideration to award the professional services contract for design of the Washington Oak and Pump Traffic Circle to Bennett Surveying in the amount of \$3,750*

Councilmember Gant made a motion to award the professional services contract to Bennett Surveying for design and cost estimate of the Washington Oak and Pump Traffic Circle in the amount of \$3,750.00 (St. Marys Masonic Order providing \$2,000.00 and City of St. Marys providing \$1,750.00). Councilmember Williams seconded the motion and moved for discussion. Voting was unanimous in favor of the motion.

C. CUMBERLAND HARBOUR SUBDIVISION-MINOR SUBDIVISION FOR M3 AMERICAN INVESTMENTS, LLC (*): *Roger Weaver (Planning Director) Application received for a two lot minor subdivision for M3 American Investments, LLC to facilitate the development of marina site*

Councilmember Reilly made a motion to approve the two lot minor subdivision for M3 American Investments, LLC at Cumberland Harbour. Councilmember Gant seconded the motion. Voting was recorded as follows:

FOR
Councilmember Gant
Councilmember Nutter
Councilmember Reilly
Councilmember Stasinis
Councilmember Williams

ABSTAINED
Councilmember Colville

D. JOINT LAND USE STUDY RECOMMENDATION REQUEST (*): *Roger Weaver (Planning Director) Consideration of JLUS recommendation to extend the 3000 foot Military Land Use Notification Area to 9000 feet*

Councilmember Reilly made a motion to keep the 3,000 foot Military Land Use Notification. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

E. ORDINANCE- NUISANCE ABATEMENT CODE (DILAPIDATED STRUCTURE) 710 NORRIS STREET, 163 & 173 OLYMPIC LANE (*): *Roger Weaver (Planning Director) Request ordinance under Nuisance Abatement Code for demolition, removal of dilapidated structure and imposition of lien for demolition costs at 710 Norris Street (Tax Parcel S34 06 004), 163 and 173 Olympic Lane (Tax Parcel 135C 006)*

Councilmember Reilly made a motion to approve the Nuisance Abatement Code Ordinance regarding dilapidated structures for 710 Norris Street, 163 Olympic Lane and 173 Olympic Lane for demolition, removal of dilapidated structure and imposition of lien for demolition costs. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

F. FY 2013 (GDOT) LOCAL MAINTENANCE & IMPROVEMENT GRANT MODIFICATION

PROJECT LIST(*): *Bobby Marr (Public Works Director) Request authorization for Mayor John F. Morrissey to submit a modified FY 2013 LMIG Project list to Georgia Department of Transportation for Right turn lane on exit ramp from St. Marys Road to Hwy 40 & Pavement Condition Evaluation with a 30% City match of \$41,264.56*

Councilmember Reilly made a motion to approve the modified FY 2013 LMIG Project list and authorize Mayor John F. Morrissey to submit list to Georgia Department of Transportation for Right Turn Lane on exit ramp from St. Marys Road to Highway 40 and Pavement Condition Evaluation with a 30% City match of \$41,264.56. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

G. RESOLUTION-GEORGIA MUNICIPAL ASSOCIATION WORKER'S COMPENSATION PLAN (*):

Donna Folsom (Human Resources Director)

Councilmember Reilly made a motion to approve the Resolution to implement the Georgia Municipal Association's Worker's Compensation Plan in the City. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

H. RESOLUTION-GEORGIA MUNICIPAL ASSOCIATION WORKER'S COMPENSATION PLAN (VOLUNTEER FIRE FIGHTER, VOLUNTEER POLICE OFFICERS & ELECTED OFFICIALS) (*):

Donna Folsom (Human Resources Director) Added

Request approval of Resolution to authorize certified volunteer police officer's, volunteer fire fighters and Elected Officials coverage under the GMA Worker's Compensation Plan

Councilmember Reilly made a motion to approve the Resolution authorizing the implementation of Georgia Municipal Association Worker's Compensation Plan coverage for certified volunteer Police Officers, volunteer Fire Fighters and Elected Officials. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. CALENDAR: *City Clerk*

The City Clerk announced upcoming events, activities and meetings up to December 1, 2014.

REPORT OF MAYOR:

Mayor Morrissey spoke about the following: November 6th and November 18th Voting District meetings, World War II Submarine Veterans ceremony and December 2nd White Lighting ceremony.

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

MAYOR AND COUNCIL COMMENTS:

Councilmember Williams commented on the bicycle ride and invited the public to smaller Voting District meetings being held at the Ward Hernandez Building on Thursday, November 20th (10:00 a.m.) and Monday, December 8th (6:30 p.m.) Councilmember Colville wished the citizens and employees a good Thanksgiving. Councilmember Reilly expressed his thanks to Terry Landreth for his dedication and hard work for events and safe bicycle lanes/paths.

Councilmember Gant thanked former Councilmember Keith Post for his work on the World War II Submarine Veterans event at Kings Bay Naval Base.

CITY MANAGER'S COMMENTS:

The City Manager gave a brief update on the following: demolition of trolley building, Grant for Tabby Ruin would be transferred to St. Marys Intracoastal Gateway Property, collaboration with the potential investors of the mill site property, Leadership Camden classes, City personnel Driver Safety Training classes.

EXECUTIVE SESSION: There was no Executive Session.

ADJOURNMENT:

Councilmember Williams made a motion for adjournment. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion. Mayor Morrissey declared the meeting adjourned at 7:53 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk

DRAFT

Old Business

CITY COUNCIL MEETING
December 1, 2014

TITLE: NAMING RIGHTS POLICY FOR CITY ASSETS.

PURPOSE: TO APPROVE A NAMING RIGHTS POLICY REGARDING THE NAMING OF CITY ASSETS.

RECOMMENDATION: The City Manager and Planning Department are Providing the Following Document for Discussion by the Mayor and City Council. No Final Recommendation is Proposed for the December 1 Meeting.

HISTORY/ANALYSIS:

The City of St. Marys received a request, September 15, 2014 CC Meeting, from Mr. Charles Notter to name a currently unnamed pond on the North River Causeway “Notter Pond.”

The City Manager advised the Mayor and CC that there was no City policy or ordinance relating to the naming of any structure, land for or ponds, etc. Previous City Councils have accomplished this task upon direct request from applicant(s). The Davis Building (part of City Hall), the Ward Hernandez Building (currently the location of Tourism), Major Moore Creek, the Tilden Norris Marsh Walk and Pavilion, the Howard Gilman Memorial Park and other City property have all been named in the past without reference to any guidelines.

A “Naming Rights Policy” was provided to the Mayor and CC at the CC meeting of November 3, 2014 for consideration. This policy was based upon research conducted by the City Manager and staff as well as policies received from the Cities of Valdosta and Griffin GA.

The Mayor and CC thanked the Manager for preparing the document and requested that it be placed on the City’s social media to allow for a period of public comment. The Mayor and City Council proposed to review the policy again at the CC meeting of December 1, 2014.

The City received a number of responses and I have included them with this correspondence. I do want to clarify a few points:

- This policy applies to publicly owned or controlled property only. This policy does not impact private property.
- All Planning, Zoning and HPC regulations would be adhered to as part of the policy.
- The City Council has the final authority with regard to naming rights. The final decision would be based upon the review process which would include all applicable Board and Committees.
- I would propose that the policy apply to all projects presented after the policy is adopted by the City Council. This eliminates any issues of prior approvals. Further, the decision submitted by Mr. Notter, which generated this study, would be decided separately from the policy.

The Planning Department and I will need a consensus on recommendations from the Mayor and CC in order to amend the policy for consideration of adoption at the December 15, 2014 CC meeting.

The following attachments are provided with this review:

- Naming Rights Policy
- E-Mail from Attorney Moore DTD September 19, 2014
- E-Mail from Donna Asbell DTD November 5, 2014
- E-Mail from Kay Westberry DTD November 5, 2014
- E-Mail from Alex Kearns DTD November 5, 2014
- E-Mail from Tanya Glazebrook DTD November 6, 2014
- E-Mail from Gary Straight DTD November 6, 2014
- Comments from Mr. Notter DTD November 12, 2014.

**City
Manager:** _____



POLICY

NAMING OF FACILITIES and ERECTING PLAQUES, MONUMENTS AND MARKERS

A. GENERAL

The City of St. Marys recognizes that public commemoration and memorials offer opportunities to honor, celebrate, or remember a person, group of persons or events of significance. They provide the opportunity for the City to highlight important social, cultural and economic contributions to society, to celebrate the uniqueness of the City and to create a “sense of place” which is identified as being of significant importance to citizens and visitors.

This policy provides guidelines on the naming of facilities, buildings, streets, and other City properties and the request to erect plaques, monuments, markers and artwork.

B. PROCESS

Any member of the public or of City Council may submit a name for consideration. Proposals for the naming of properties and/or the dedication of plaques shall be formally requested to the Mayor and City Council. The Mayor may appoint an ad-hoc committee to conduct a preliminary study to ensure the nomination has merit or have such review completed by City Staff. The committee or staff may call on the advice of internal and/or external parties in the evaluation of proposals and may request additional information on any proposal.

Public comment or public meetings may be convened on proposals which are of particular interest to an area.

The final decision for administering the guidelines rest with the Mayor and City Council.

C. DEFINITIONS

1. **Facilities** shall include, but not be limited to, any City building, structure, room, space within a facility, plaza, open space, street, thoroughfare, landscaped area, or other physical improvements or natural features of the City or other property under the administrative control of the City.
2. **Plaques** are permanent fixtures affixed to a base, indoor or outdoor surface or other object.
3. **Monuments or Memorials** can be either permanent pieces of public outdoor art, sculpture, likeness, landscape enhancement, signs or other civic improvements whose primary purpose is to honor a person, group, event or other significant contribution to the City.
4. **Commemorative Trees, Shrubs, or Plantings** are memorial or honorific gifts of plantings and can be signified by plaques or markers.
5. **Bricks, benches, and similar items** consuming little space may carry donor or honorary names with approval.

6. **Art** may be classified as temporary or permanent and may include paintings, murals, portraits, and /or sculptures.

D. CRITERIA

The following are criteria for proposals on the naming of City properties or the erection of monuments or plaques in honor of a person, group or event.

1. A nomination petition shall be submitted to the Mayor and City Council signed by FIFTY (50) citizens of the City of St. Marys.
2. The person/s should have been born or lived in the City of St. Marys or have had a strong and/or enduring connection with the city through a historical contribution of service on a regional, national or international basis.
3. The person/s should have made a unique and outstanding contribution to the life or history of the City of St. Marys through outstanding achievement, distinctive service or significant community contribution.
4. In the case of an event to be commemorated, the event should have occurred in the City of St. Marys.
5. Consideration should be given to what other properties or plaques exist in honor of the person/s or event.
6. Proposals to commemorate living person/s will not be considered. Commemorations should only be considered twelve (12) months after an honoree's death.
7. Proposals to erect monuments, memorials or plaques must comply with planning regulations and historical preservation guidelines.
8. Permission of the owners of private properties must be granted and issued in writing at the time of proposal.
9. Evidence of consent must be supplied from family members, estates or groups connected with the individual or event to be commemorated.
10. Maps, photographs, wording proposals, designs and/or drawings shall be submitted with proposal.
11. Wording associated with the naming of facilities or the erecting of plaques must be approved by the Mayor and City Council.
12. Monuments, plaques and artwork shall be of such material, proportion and detail that it will harmonize with its surroundings in a dignified and appropriate manner while not detracting from the wider amenity and enjoyment of a public space.
13. Cost involved in naming of infrastructure or erecting of plaques will be bore by the proposer. Proposers will demonstrate that the required funding is available.

14. Proposer must maintain agreement with owners of private property and be responsible for the future maintenance and upkeep of monuments, plaques or artwork on private or public property.
15. The Mayor and City Council may initiate the naming of property or erection of plaques and may fund the initiative.

E. **DONATIONS**

Proposals for the naming of major facilities may be made in connection with personal, corporate, or foundation donations. Such proposals will be made in consultation with the Advisory Committee. Typically, a gift of 100% or more of the total commitment of costs as established by the ad-hoc committee is required of a facility to be named for or by a donor.

F. **RENAMING**

The naming of a facility is effective for the useful life of the facility. Under extraordinary circumstances when the continued use of a name would compromise the public trust and reflect adversely upon the city, the City Council reserves the right to rename the facility.

Approved by City Council: _____ December __, 2014 _____

Mayor: _____
John S. Morrissey

Attest:

City Clerk: _____
Deborah Walker-Reed

**POLICY OF THE MAYOR/COUNCIL
CITY OF VALDOSTA, GEORGIA
REGARDING THE NAMING OF CITY OWNED
PROPERTIES AND/OR FACILITIES**

Section 1. Purpose.

The Mayor and Council of the City of Valdosta desire to establish a formal policy and process for the naming and designation of City streets, parks, buildings, and other facilities.

Section 2. Procedure.

A. When, at the discretion of Mayor and Council, it is determined that a City-owned facility shall bear a name for the purpose of identification or memorialization, the Council may choose a name based upon the following criteria:

1. Pertinent Natural or Geographic Feature for Designation of the Property;
2. Where required by a deed restriction upon acceptance of the property by the City;
3. Neighborhood, street name or historic significance to the site or the location;
4. Named for deceased individuals who have distinguished themselves locally, regionally, or nationally by civic, business, or monetary contributions and have no outstanding indebtedness to the City of Valdosta.

B. Individuals may be nominated by members of Mayor and Council or the general public, whether solicited or unsolicited. Upon a nomination, the Council may appoint a committee to evaluate the nominee(s) and make appropriate recommendations to Mayor and Council. All nominations must be in writing with specific and substantial supporting documentation.

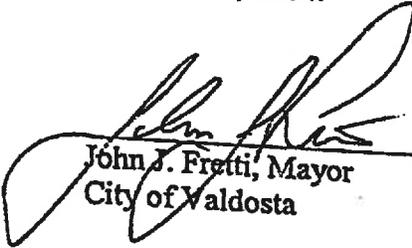
Section 3. Removal of Name or Designation.

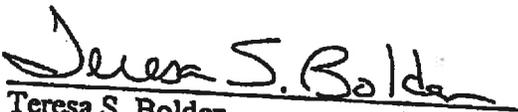
1. Mayor and Council may, in their sole discretion, remove or change the name or designation of any City park, building, or other City-owned facility. The decision to remove or change the name of any City park, building, or other facility shall be done under any circumstances deemed appropriate by Mayor and Council.

2. The naming of City-owned facilities and streets will remain at the sole discretion of Mayor and Council.

3. In the event any City facility named or designated for an individual or for some geographic feature is sold or no longer used as a City facility, the name or designation of the facility shall not automatically transfer upon the sale or disposal of the property.

Approved by Mayor and Council, this 25th day of March, 2004.


John J. Fretti, Mayor
City of Valdosta


Teresa S. Bolden
Clerk of Council

POLICY: NAMING OF FACILITIES and ERECTING PLAQUES, MONUMENTS AND MARKERS

The City of Griffin recognizes that public commemoration and memorials offer opportunities to honor, celebrate, or remember a person, group of persons or events of significance. They provide the opportunity for the City to highlight important social, cultural and economic contributions to society, to celebrate the uniqueness of the City and to create a “sense of place” which is identified as being of great importance to citizens and visitors.

This policy provides guidelines on the naming of facilities, buildings, streets, and other City properties and the request to erect plaques, monuments, markers and artwork.

Process

Any member of the public or City Commissioner may submit a name for consideration. Proposals for the naming of properties and / or the dedication of plaques shall be formally requested to the Board of Commissioners. The Commission Chairperson may appoint an ad-hoc committee to conduct a preliminary study to ensure the nomination has merit. The committee may call on the advice of internal and / or external parties in the evaluation of proposals and may request additional information on any proposal.

Public comment or public meetings may be convened on proposals which are of particular interest to an area.

The final decision for administering the guidelines rest with the City Board of Commissioners.

Definitions

Facilities shall include, but not be limited to, any City building, structure, room, space within a facility, plaza, open space, street, thoroughfare, landscaped area, or other physical improvements or natural features of the City or other property under the administrative control of the City.

Plaques are permanent fixtures affixed to a base, indoor or outdoor surface or other object.

Monuments or Memorials can be either permanent pieces of public outdoor art, sculpture, likeness, landscape enhancement, or other civic improvements whose primary purpose is to honor a person, group, event or other significant contribution to the City.

Commemorative Trees, Shrubs, or Plantings are memorial or honorific gifts of plantings and can be signified by plaques or markers.

Bricks, benches, and similar items consuming little space may carry donor or honorary names with approval.

Art may be classified as temporary or permanent and may include paintings, murals, portraits, and /or sculptures.

Criteria

The following are criteria for proposals on the naming of City properties or the erection of monuments or plaques in honor of a person, group or event.

The person/s should have been born or lived in Griffin or have had a strong and/or enduring connection with the city through a historical contribution of service on a regional, national or international basis.

The person/s should have made a unique and outstanding contribution to the life or history of Griffin through outstanding achievement, distinctive service or significant community contribution.

In the case of an event to be commemorated, the event should have occurred in the City of Griffin.

Consideration should be given to what other properties or plaques exist in honor of the person/s or event.

Proposals to commemorate living person/s will not be considered. Commemorations should only be considered twelve (12) months after an honoree's death.

Proposals to erect monuments, memorials or plaques must comply with planning regulations and historical preservation guidelines.

Permission of the owners of private properties must be granted and issued in writing at the time of proposal.

Evidence of consent must be supplied from family members, estates or groups connected with the individual or event to be commemorated.

Maps, photographs, wording proposals, designs and/or drawings shall be submitted with proposal.

Wording associated with the naming of facilities or the erecting of plaques must be approved by the Commission.

Monuments, plaques and artwork shall be of such material, proportion and detail that it will harmonize with its surroundings in a dignified and appropriate manner while not detracting from the wider amenity and enjoyment of a public space.

Cost involved in naming of infrastructure or erecting of plaques will be bore by the proposer. Proposers will demonstrate that the required funding is available.

Proposer must maintain agreement with owners of private property and be responsible for the future maintenance and upkeep of plaques on private property.

The City of Griffin Commission may initiate the naming of property or erection of plaques and may fund the initiative.

Donations – Proposals for the naming of major facilities may be made in connection with personal, corporate, or foundation donations. Such proposals will be made in

consultation with the Advisory Committee. Typically, a gift of 50% or more of the total commitment of costs as established by the Advisory Committee is required of a facility to be named for or by a donor.

Renaming – The naming of a facility is effective for the useful life of the facility. Under extraordinary circumstances when the continued use of a name would compromise the public trust and reflect adversely upon the city, the City Commission reserves the right to rename the facility.

Approved by City Commission: _____

Chairman: _____

City Manager: _____

John J. Holman

From: Gary Moore
Sent: Friday, September 19, 2014 1:09 PM
To: John J. Holman
Cc: John Morrissey
Subject: RE: Policy on Naming Rights

Gents,

I like the donations section. I would require 100% of the costs be provided by those proposing the naming. Also, as John and I discussed today, I think a nominating petition requiring a number of people to sign would be helpful in avoiding requests sought by only one person or family.

Gary

From: John J. Holman [mailto:John.Holman@stmarysgea.gov]
Sent: Friday, September 19, 2014 12:05 PM
To: Gary Moore
Cc: John Morrissey
Subject: FW: Policy on Naming Rights

I am starting to get a response on my request. Here is the first policy.

John J. Holman, ICMA-CM

City Manager



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

Office: 912-510-4043

Email: john.holman@stmarysgea.gov

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From: City Managers [mailto:John.Holman@stmarysgea.gov]
Sent: Friday, September 19, 2014 11:59 AM
To: _____
Subject: Re: Policy on Naming Rights

On Behalf Of Kenny L. Smith

John J. Holman

From: Deborah Walker-Reed
Sent: Wednesday, November 05, 2014 12:04 PM
To: John J. Holman
Subject: FW: Proposed Naming Rights Policy-St. Marys

FYI: Comments below.

Thank you,

Deborah Walker-Reed
City Clerk



City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558
912.510.4039 Office
912.510.4013 Fax
deborah.walker-reed@stmarysga.gov
www.stmarysga.gov

From: Donna Asbell
Sent: Wednesday, November 05, 2014 12:01 PM
To: Deborah Walker-Reed
Subject: Re: Proposed Naming Rights Policy-St. Marys

Deborah,

Just a few thoughts:

#6. Proposals to commemorate living person/s will not be considered. Commemorations should only be considered twelve (12) months after an honoree's death.

I don't understand the significance of the 12 months. I would think there would be cases when we find out much later about a person's contributions.

#7 Proposals to erect monuments, memorials or plaques must comply with planning regulations and historical preservation guidelines.

Do this go through the HPC before or after it goes to City Council or does it only go to City Council and they (CC) check the guidelines?

#8 Permission of the owners of private properties must be granted and issued in writing at the time of proposal.

What happens when the private property changes hands?

#12 Monuments, plaques and artwork shall be of such material, proportion and detail that it will harmonize with its surroundings in a dignified and appropriate manner while not detracting from the wider amenity and enjoyment of a public space.

Again, who decides this HPC/City Council or both?

Hope this isn't much more input than you were looking for, otherwise, I think it is very straightforward.

Donna

On Wed, Nov 5, 2014 at 10:12 AM, Deborah Walker-Reed <Deborah.Walker-Reed@stmarysga.gov> wrote:

You are welcome.

Deborah Walker-Reed

City Clerk



City of St. Marys

418 Osborne Street

St. Marys, Georgia 31558

912.510.4039 Office

912.510.4013 Fax

deborah.walker-reed@stmarysga.gov

www.stmarysga.gov

From: Donna Asbell
Sent: Wednesday, November 05, 2014 9:48 AM
To: Deborah Walker-Reed
Subject: Re: Proposed Naming Rights Policy-St. Marys

John J. Holman

From: Kay Westberry
Sent: Wednesday, November 05, 2014 11:02 AM
To: John J. Holman
Subject: Naming Rights for the City of St. Marys - my comments

John,

This all works for me. I think it is right on the money. I have only one concern though. It may be addressed by the phrase stating that the final administering of the matter shall rest with the council. I am wondering what would happen if the memorial proposed would be of religious or inappropriate sculptures or art. In other words, can we stop someone who meets all these criteria from erecting a memorial to someone who espouses a certain religion which others find repugnant? or what if the sculpture would be considered too explicit or something which would normally be acceptable in an art museum but which might go too far as to be unacceptable in public parks?

If a group of fifty can propose such art to honor someone based on religion or other art contributions, can the council turn them down? There is always sooner or later someone who will challenge the process, meet all the criteria and stand on the principle that all religions are on the same footing—freedom of religion. Is this a matter of basic human rights? And can fifty people (a church, for instance) propose a naming and be reigned in if they go too far?

I know I am stretching here, but I am sort of going on my experiences with Oak Grove and with the Historic District. We try to back away from addressing religions by not weighing in on the churches downtown when they put out banners or, like right now, when they park a giant white bus with a white sheet on it and the words scrawled in black “Judgment Bus” or something to that effect. I guess that is part of the Hay Days event, but it is pretty awful looking. We look away because it is a city event and it does refer to religion. The same for the occult ceremonies which we used to not allow in Oak Grove, but now after my state conference, we have to discuss whether or not we can ban them legally.

Boiling it down to one question: Does this city code allow the council to have the final decision on what is or is not appropriate if it is religious in nature or called “art” where the actual marker is concerned? Is there wording to address this before it happens?

Thanks,
K.

John J. Holman

From: Renee Coakley
Sent: Thursday, November 06, 2014 8:23 AM
To: Deborah Walker-Reed
Cc: John J. Holman
Subject: FW: Proposed Naming Rights Policy-St. Marys

Deborah/Mr. Holman,

Gary Straight, DDA Chairman's comments below regarding the document.

Renee

From: Gary Straight
Sent: Wednesday, November 05, 2014 5:35 PM
To: Renee Coakley
Subject: Re: Proposed Naming Rights Policy-St. Marys

please forward to whomever: Fine with me. Gary Straight, Chair DDA

From: [Renee Coakley](#)
Sent: Wednesday, November 05, 2014 9:38 AM
To: undisclosed-recipients:
Subject: FW: Proposed Naming Rights Policy-St. Marys

Good morning,

Please see email below and forward your comments/suggestions as requested. Thank you in advance.

Renee Coakley
Executive Assistant
Mayor, City Manager, & Economic Development
418 Osborne Street
St. Marys GA 31558
912.510.4041
912.510.4013 (fax)
www.stmarysga.gov
www.stmarysdda.com

From: Deborah Walker-Reed
Sent: Wednesday, November 05, 2014 9:34 AM
To: Renee Coakley
Subject: Proposed Naming Rights Policy-St. Marys

Good morning Renee,

John J. Holman

From:
Sent: Wednesday, November 05, 2014 12:58 PM
To: John J. Holman
Subject: Re: Proposed Naming Rights Policy-St. Marys

Good morning, John. Might I suggest that a clause be added, *exempting existing memorial pathways* from the "rules"? To the best of my knowledge, the only such pathway on city land is at the Peace Garden...and it seems a bit time-wasting to now have me fill out forms or approach Council every time I get another brick order.

Alex

Alex Kearns
Chair
St. Marys EarthKeepers, Inc.

www.stmarysearthkeepers.com

----- Original Message -----
From: [Deborah Walker-Reed](#)
To: [Deborah Walker-Reed](#)
Sent: Wednesday, November 05, 2014 8:37 AM
Subject: Proposed Naming Rights Policy-St. Marys

Good morning,

Please find attached the proposed policy on Naming Rights for the City of St. Marys. The Mayor and Council would appreciate citizen feedback (comments, suggestions, concerns) regarding this proposed policy before December 1st. The proposed policy will be on the December 1, 2014 City Council agenda. Please contact the City Manager at john.holman@stmarysga.gov or (912) 510-4041 with your comments/suggestions.

Thank you,

Deborah Walker-Reed
City Clerk



City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558
912.510.4039 Office
912.510.4013 Fax
deborah.walker-reed@stmarysga.gov

www.stmarysga.gov

John J. Holman

From: Tanya Glazebrook
Sent: Thursday, November 06, 2014 2:03 PM
To: John J. Holman
Subject: Citizen response to proposed naming policy

John,

Taking a break from other computer driven projects, I received the notice seeking comments on the above referenced policy and it seemed like a good time to comment.

Section D. 1. I wonder whether 50 citizens is too large for a community this size and that perhaps 25 would work better. This should also be the criteria in place in a member of City Council wishes to nominate as well. There should not be two standards: one for Council and one for the public citizen. You may want to clarify this in this point.

D.2. I would suggest eliminating *should have been born in or lived in the city of St. Marys or...* It is entirely possible that a corporation or philanthropist could finance renovating historic homes as a project or bring a industry to the city that creates long term employment or some other service to the community although s/he may not actually ever live here.

D. 6. Suggest eliminating. Honoring people only after they pass has never made a lot of sense to me personally.

d. 15 Appears to be inconsistent with other criteria. The Mayor and City Council should play by the same rules as everyone else in this game. No exemptions are necessary.

Section E. seems rather fuzzy. Is the Advisory Committee a standing committee not referenced here or is it assumed to be the same as the ad hoc committee? This also appears to be in conflict with D13 or is it intended to be some type of caveat or exception? Probably just needs some wordsmithing to be clear.

Tanya

John J. Holman

From: Deborah Walker-Reed
Sent: Wednesday, November 12, 2014 12:51 PM
To: John J. Holman
Subject: Comments-Naming Rights

Good afternoon Mr. Holman,

Mr. Notter stopped by and stated he disagrees with the Naming Rights Policy as a whole but noted below are a few comments he mentioned:

1. Mr. Notter does not believe a place/structure should be in memoriam.
2. Mr. Notter believes 50 signatures is too many.

I referred Mr. Notter to you but he said you were at lunch.

Thank you,

Deborah Walker-Reed
City Clerk



City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558
912.510.4039 Office
912.510.4013 Fax
deborah.walker-reed@stmarysga.gov
www.stmarysga.gov

John J. Holman

From: Deborah Walker-Reed
Sent: Wednesday, November 12, 2014 1:01 PM
To: John J. Holman
Subject: FW: Comments-Naming Rights

Mr. Holman,

Mr. Notter just called and stated he would like me to add an item to his comments below so please find the comments revised.

Mr. Notter stopped by and stated he disagrees with the Naming Rights Policy as a whole but noted below are a few comments he mentioned:

1. Mr. Notter does not believe a place/structure should be in memoriam.
2. Mr. Notter believes 50 signatures is too many.
3. Mr. Notter stated the Naming Rights Policy sounds like corporate America and he remembers what corporate America did to the country several years ago.

Thank you,

Deborah Walker-Reed
City Clerk



City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558
912.510.4039 Office
912.510.4013 Fax
deborah.walker-reed@stmarysga.gov
www.stmarysga.gov

From: Deborah Walker-Reed
Sent: Wednesday, November 12, 2014 12:51 PM
To: John J. Holman (john.holman@stmarysga.gov)
Subject: Comments-Naming Rights

Good afternoon Mr. Holman,

Mr. Notter stopped by and stated he disagrees with the Naming Rights Policy as a whole but noted below are a few comments he mentioned:

1. Mr. Notter does not believe a place/structure should be in memoriam.
2. Mr. Notter believes 50 signatures is too many.

New Business

CITY COUNCIL MEETING
December 1, 2014

TITLE: St. Marys Airport Federal Capital Improvement Program (2016 to 2020).

PURPOSE: Consideration of the federal five year capital improvement plan for the St. Marys Airport.

RECOMMENDATION: The Airport Authority and Staff recommend approval.

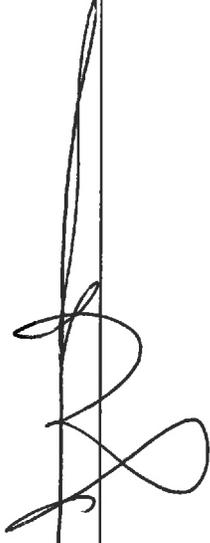
HISTORY/ANALYSIS: The 2016-2020 CIP was recommended by the Airport Authority and prepared by the Airport Authority's engineer. Upon consideration and approval by the Mayor and the City Council, the CIP will be sent to GDOT. Should the City Council decide to rearrange, add, or eliminate any of the projects the CIP document will need to be amended accordingly.

I attended a Webinar on the Capital Improvement Planning Workshop and Aviation Systems Manager Training on November 5, 2014. This training identified the purpose for the CIP as a placeholder for funding for future projects. The Aviation System Management program will allow for the submission of the Capital Improvement Program in an electronic format.

The following attachments are provided with this review:

- E-mail from Jay Stanford with recommended CIP for 2016-2020
- FIVE YEAR CIP 2016-2020

CITY MANAGER: _____

A handwritten signature in black ink, appearing to read 'Jay Stanford', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

John J. Holman

From: Jay Stanford <jay.j.stanford@gmail.com>
Sent: Monday, November 17, 2014 1:49 PM
To: John J. Holman
Cc: Artie Jones Jr.; Dick Russell; Frank frasca; Howard Davis; James E. Stein
Subject: CIP Airport Authority
Attachments: CIP.pdf

Good Afternoon John,

Attached is the CIP with the changes that the Airport Authority has approved. Please feel free to call me with any questions.

Thanks,

Jay Stanford
Chairman AA

AIRPORT NAME:
ASSOCIATED CITY:

ST MARYS AIRPORT
ST MARYS, GEORGIA

FIVE YEAR CIP 2013-2019

12/16/2013

FY	PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2015	1. Construct Obstruction Removal Runway 13/31 - by others 2. Design and Construct Phase I Security Fence (10,500LF and Gates) including inspection and CA Services	\$ 0 \$ 210,000	\$ 0 \$ 189,000	\$ 0 \$ 10,500	\$ 0 \$ 10,500
2016	3. DBE Plan Update (FY 16, 17, 18) 4. Remark Runway 4-22 Pavement	\$ 7,000 \$ 40,000	\$ 6,300 -	\$ 350 \$ 30,000	\$ 350 \$ 10,000
	Subtotal	\$ 267,000	\$ 185,300	\$ 40,850	\$ 20,850
2016	1. Construct Phase II Security Fence, including inspection and CA Services 2. Design to Replace MRLS on Runway 4-22, install BAPLs and REHS 3. Conduct Airport Layout Plan Update	\$ 132,500 \$ 45,000 \$ 90,000	\$ 119,250 -	\$ 6,625 \$ 33,750	\$ 6,625 \$ 11,250
	Subtotal	\$ 267,500	\$ 200,250	\$ 44,875	\$ 22,375
2017	1. Construct Phase III Security Fence, including inspection and CA Services 2. Replace MRLS on Runway 4-22, install PAPIs and REHS 3. DBE & SBE Update (FY 18, 19, 20) 4. Design 10-Bay T-Hangar Taxiway 5. Design Parallel Taxiway (Parallel to Runway 4-22)	\$ 172,500 \$ 245,000 \$ 7,000 \$ 32,000 \$ 90,000	\$ 155,250 -	\$ 8,625 \$ 109,750 \$ 350 \$ 1,600 \$ 67,500	\$ 8,625 \$ 61,250 \$ 350 \$ 1,600 \$ 22,500
	Subtotal	\$ 546,500	\$ 190,350	\$ 261,825	\$ 94,325
2018	1. Construct Parallel Taxiway (Parallel to Runway 4-22) including inspection and CA Services 2. Design to Strengthen Existing Apron 3. Design Access Road & Auto Parking 4. Design New Terminal Building 5. Construct 10-Bay T-Hangar Taxiplane including inspection and CA Services	\$ 1,900,000 \$ 65,000 \$ 25,000 \$ 50,000 \$ 280,000	\$ 1,425,000 \$ 58,500 \$ 22,500 -	\$ 475,000 \$ 3,250 \$ 1,250 \$ 50,000 \$ 14,000	\$ 475,000 \$ 3,250 \$ 1,250 \$ 50,000 \$ 14,000
	Subtotal	\$ 2,320,000	\$ 333,000	\$ 1,443,500	\$ 543,500
2019	1. Construct Strengthening Existing Apron including inspection and CA Services 2. Design Runway 13-31 & Taxiway Pavement Rehabilitation 3. Construct 10-Bay T-Hangar including inspection and CA Services	\$ 250,000 \$ 25,000 \$ 350,000	\$ 225,000 \$ 22,500 \$ 315,000	\$ 12,500 \$ 1,250 \$ 17,500	\$ 12,500 \$ 1,250 \$ 17,500
	Subtotal	\$ 625,000	\$ 562,500	\$ 31,250	\$ 31,250
	TOTALS	\$ 4,016,000	\$ 1,481,400	\$ 1,822,300	\$ 712,300

Approved:

The Honorable William Deloughry, Mayor
City of St Marys

J. Hester

Prepared by: Robert and Company

To be received by 31 December, 2013 at:
Georgia Department of Transportation-Aviation Programs
600 West Peachtree Street, N.W., 9th Floor
Atlanta, GA 30308
404.631.1323

FIVE YEAR CIP 2016-2020

FY	PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2016	1. Construct Obstruction Removal Runway 13/31- by others	\$ -	\$ -	\$ -	\$ -
	2. Design and Construct Phase 1 Security Fence (10,500 LF and Gates) including Inspection and CA services	\$ 210,000.00	\$ 189,000.00	\$ 10,500.00	\$ 10,500.00
	3. DBE Plan Update (FY 16, 17, 18)	\$ 7,000.00	\$ 6,300.00	\$ 350.00	\$ 350.00
	4. Remark Runway 4-22 Pavement	\$ 40,000.00	\$ -	\$ 30,000.00	\$ 10,000.00
	Subtotal	\$ 257,000.00	\$ 195,300.00	\$ 40,850.00	\$ 20,850.00
2017	1. Construct Phase II Security Fence, including Inspection and CA Services	\$ 132,500.00	\$ 119,250.00	\$ 6,625.00	\$ 6,625.00
	2. Design and construct AWOS	\$ 45,000.00	\$ -	\$ 33,750.00	\$ 11,250.00
	3. Conduct Airport Layout Plan Update	\$ 90,000.00	\$ 81,000.00	\$ 4,500.00	\$ 4,500.00
	Subtotal	\$ 267,500.00	\$ 200,250.00	\$ 44,875.00	\$ 22,375.00
2018	1. Construct Phase III Security Fence, including inspection and CA Services	\$ 172,500.00	\$ 155,250.00	\$ 8,625.00	\$ 8,625.00
	2. DBE & SBE Update (FY 18, 19, 20)	\$ 7,000.00	\$ 6,300.00	\$ 350.00	\$ 350.00
	3. Design 10-Bay T-Hanger Taxiway	\$ 32,000.00	\$ 28,800.00	\$ 1,600.00	\$ 1,600.00
	Subtotal	\$ 211,500.00	\$ 190,350.00	\$ 10,575.00	\$ 10,575.00
	1. Design to Strengthen Existing Apron	\$ 65,000.00	\$ 58,500.00	\$ 3,250.00	\$ 3,250.00
2. Design Access Road and Auto Parking	\$ 25,000.00	\$ 22,500.00	\$ 1,250.00	\$ 1,250.00	
3. Design New Terminal Building	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	
4. Construct 10-Bay T-Hanger Taxiway including inspection and CA services	\$ 280,000.00	\$ 252,000.00	\$ 14,000.00	\$ 14,000.00	
Subtotal	\$ 420,000.00	\$ 333,000.00	\$ 18,500.00	\$ 68,500.00	
2020	1. Construct Strengthening Existing Apron including inspection and CA Services	\$ 250,000.00	\$ 225,000.00	\$ 12,500.00	\$ 12,500.00
	2. Design Runway 13-31 and Taxiway Pavement Rehabilitation	\$ 25,000.00	\$ 22,500.00	\$ 1,250.00	\$ 1,250.00
	3. Construct 10-Bay T-Hanger including inspection and CA services	\$ 350,000.00	\$ 315,000.00	\$ 17,500.00	\$ 17,500.00
	Subtotal	\$ 625,000.00	\$ 562,500.00	\$ 31,250.00	\$ 31,250.00
TOATIS	\$ 3,305,000.00	\$ 2,767,500.00	\$ 251,250.00	\$ 286,250.00	

CITY COUNCIL MEETING

December 1, 2014

NEW BUSINESS: A RESOLUTION AS REQUIRED FOR A RECREATIONAL TRAILS PROGRAM (RTP) GRANT

PURPOSE: To approve a resolution as required for a recreational trails program (RTP) Grant for extension of the Greenway/St. Marys Intercoastal Gateway Trail from the end of the T/E grant portion.

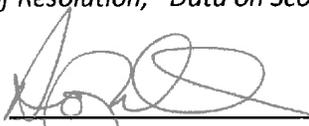
RECOMMENDATION: The City Manager and Planning Department recommend that City Council approve this resolution.

HISTORY/ANALYSIS: Application for funding of this project is via the RTP grant process. City Council unanimously approved a motion on November 3, 2014, that authorized the submission of the application and compliance with all requirements of the RTP grant which requires a resolution that certifies that the City will provide the required local match for the project and that all project activities will be conducted in accordance with the mission, goals and policies of the Georgia RTP Grant.

The location for the use of these funds (if awarded) will be at the St. Marys Intercoastal Gateway site, and will provide continuation of the currently funded T/E project. This project is consistent with the planning of the site, and our Comprehensive Plan.

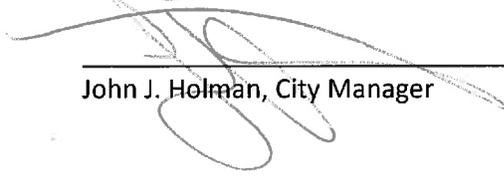
ATTACHMENTS: *Text of Resolution; Data on Scope of Work.*

Department Director:



Roger A. Weaver, CFM, Planning Director

City Manager:



John J. Holman, City Manager

EXTENSION OF RECREATIONAL TRAIL (RTP)
at the
ST. MARYS INTRACOASTAL GATEWAY SITE

PROJECT NAME and LOCATION: Extension of St. Marys Recreational Trail from the end of the Phase III Multi-Use Trail at the City owned St. Marys Intercoastal Gateway Project.

PROJECT CONCEPT: The project consists of the extension of the 10-ft wide multi-use trail along a City owned waterfront property where there are currently no accessible walkways.

The proposed connection to the already funded multi-use trail will be approximately 170-lf and will connect to the end of the existing multi-use path funded by the T/E Project that started at the corner of Ready Street and St. Marys Street. It will traverse the City property, adjoining an existing concrete headwall along the marsh front. The portion of the trail adjacent to the marsh will include a decorative safety wall which will be consistent with the riverfront walls constructed in previous phases. In addition to this extension of the existing multi-use trail, the project may include the construction of multiple swings, an entry way trellis and new pedestrian lighting. All proposed construction will be consistent with the design and materials as was used in the previous phases of construction.

The project will be constructed within City owned right-of-way or on City owned property, therefore no additional right-of-way or easements are required for this project. The project will be designed to conform to the provisions of the Americans with Disabilities Act (ADA). There will be no landscaping or irrigation associated with this project.

PROPOSED TYPICAL SECTION: This section will consist of a 10-ft wide multi-use trail constructed adjoining to the existing concrete headwall which is adjacent to the marsh. Brick pavers will be bound with a 12-in wide concrete header curb on the inland side and a decorative brick and metal picket wall (approximately 65-in high) that will be constructed on top of the existing concrete headwall on the marsh side. The decorative wall will be constructed to match the walls built in previous phases.

RIGHT-OF-WAY OR EASEMENTS REQUIRED: No

PERMITS REQUIRED: All permits for this work were obtained as part of the funded T/E grant are either in hand, or in final approval stages.



CITY OF ST. MARYS

418 OSBORNE STREET
ST. MARYS, GEORGIA 31558

OFFICE OF THE MAYOR

Resolution

WHEREAS, the Georgia Department of Natural Resources is accepting proposals for a Recreational Trail Program (RTP) Grant to assist projects that provide recreational trail opportunities while continuing to preserve the natural and cultural resources within Georgia's Coastal areas; and

WHEREAS, the City of St. Marys, Georgia is seeking grant funding to assist with the Greenway extension of a recreational trail at the St. Marys Intercoastal Gateway site, 100 Ready Street; and

WHEREAS, the extension of the existing waterfront greenway trail will further enhance the extension of the Gilman Waterfront park project into and through this site for the full use and enjoyment of the general public; and

WHEREAS, the City of St. Marys, Georgia has a rich cultural heritage that is linked strongly with the waterfront and St. Marys River with innumerable historic and natural resources that exist throughout the City providing an essential link to the ideas and efforts of our forefathers and the waterfront; and

WHEREAS, the City Comprehensive Plan as adopted by Council requires the City to take whatever steps to ensure perpetual access to the Waterfront by the general public;

WHEREAS, the City of St. Marys owns property known as 100 Ready Street that has existing access to the waterfront;

WHEREAS, the City desires also to promote local tourism and local businesses to ensure continued protection and visibility of significant resources within the City of St. Marys'; and

WHEREAS, this resolution would further promote both tourism and preservation through revitalization of the Community;

NOW, THEREFORE, BE IT RESOLVED, that the City of St. Marys, Georgia, consistent with the motion of November 3, 2014, which authorized the submission of the application and compliance with all requirements of the RTP grant, hereby certifies that it will provide the required local match for the project and that all project activities will be conducted in accordance with the mission, goals and policies of the Georgia RTP Grant.

City of St. Marys, Georgia

By: _____
John F. Morrissey, Mayor

Attest: _____
Deborah Walker-Reed, City Clerk

CITY COUNCIL MEETING
December 1, 2014

TITLE: DANDY STREET CELL TOWER CONTRACT AMENDMENT/RENEWAL

PURPOSE: Negotiate Third Contract Amendment and Renewal Option for Dandy Street Cell Tower Contract.

RECOMMENDATION: Authorize the City Manager and Staff to negotiate Cell Tower Contract Amendment and Renewal. Provide Authorization for City Attorney to Forward Notice of non-renewal of Cell Tower Agreement Prior to the 60 Day Notification Period.

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 additional antenna, land use and change of corporate name to ALLTEL.

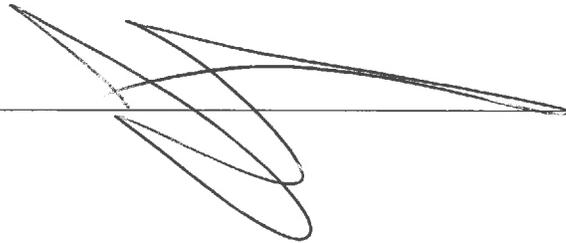
ALLTEL has requested a Third amendment to the agreement and we are in negotiations with them on the amendment. During the negotiations we reviewed all the agreements and determined that a renewal date was due on March 15, 2015. I am requesting authorization to provide notification of non-renewal prior to the 60 day time line. I have reviewed this with the City Solicitor and Bobby Marr.

I contacted GMA to look for a specialist in Cell Tower and Telecommunication management Services. They provided information on other contracts as well as an agreement for services in assisting in the negotiations. The agreement covers a number of other areas and I will be reviewing it with Ms. Brown for possible consideration by the Council at the December 15 meeting agenda.

The following attachments are provided with this review:

- Reciprocal Antenna Tower Lease Agreement St. Marys GA DTD March 15, 1995
- Reciprocal Antenna Tower Lease Agreement St. Marys GA Amendment #1 DTD November 1, 1999
- Reciprocal Antenna Tower Lease Agreement St. Marys GA Amendment #2 DTD December 7, 2007
- Reciprocal Antenna Tower Lease Agreement St. Marys GA Proposed Amendment #3
- GMA Proposed Contract Agreement

City Manager: _____

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, is written over a solid horizontal line.

GARSA #12 St. Marys

RECIPROCAL ANTENNA TOWER LEASE AGREEMENT
ST. MARYS, GEORGIA

RECIPROCAL ANTENNA TOWER LEASE AGREEMENT ("Lease") made this 15th day of March, 1995, by and between GEORGIA RSA #12 PARTNERSHIP, a general partnership having its principal place of business at P.O. Box 2177, Little Rock, Arkansas 72203 (hereinafter called "Georgia 12") and the City of St. Marys, Georgia, a municipal corporation (hereinafter called the "City") having its primary address at 418 Osborne Street, St. Marys, Georgia 31558.

WITNESSETH:

WHEREAS, Georgia 12 owns and operates a radio antenna tower and radio equipment building located on real property leased from Camden Telephone & Telegraph Co., Inc. and located on New Mush Bluff Road, 400 feet east of SR-40 Spur, 4.7 miles north of St. Marys, Camden County, Georgia, geographic coordinates 30-50-02 N., 081-33-55 W. The Georgia 12 radio antenna tower and equipment building will hereinafter be collectively referred to as the "Georgia 12 Site"; and

WHEREAS, the City's police department operates a radio antenna tower and radio facilities located on a water tower to be constructed on real property owned by the City of St. Marys, Georgia having geographic coordinates _____ N, _____ W, which real property is more particularly described on Exhibit "A" attached hereto, together with an easement for ingress, egress and utilities over that real property described in Exhibit "B" attached hereto. The real property upon which the radio

services. Georgia 12 agrees that the height for the mounting of the City's antenna on the Georgia 12 antenna tower is approximate and may change slightly. The City shall have the right to maintain, repair and replace said antennas and transmission lines.

1.2. Building Space. In addition, Georgia 12 shall allow the City to utilize space in the building at the Georgia 12 Site for the installation of radio transmitters/receivers and related equipment. The parties agree that the equipment installed in the space utilized by the City in the building at the Georgia 12 Site shall at all times be and remain the personal property of the City and shall not become a part of the real estate.

2. Lease of antenna space at the City Site. The City does hereby lease, demise and let unto Georgia 12, and Georgia 12 leases and takes from the City, the following:

2.1. Tower space. Sufficient space on the water tower at the City Site for the installation, at Georgia 12's sole expense, of (i) an antenna pole which will add approximately fifteen feet to the total height of the water tower; (ii) four PD-10017 cellular antennas, which will be mounted approximately 145 feet from the base of the water tower; and (iii) 7/8 inch transmission lines for the use of the antennas. The City agrees that the heights of the antenna pole and antennas to be installed by Georgia 12 at the City Site are

one of the renewal terms, it shall give written notice of said intent not to extend or renew to the other party at least sixty (60) days prior to the expiration of the initial or renewal term, as applicable, of this Lease whereupon both the non-terminating party and the terminating party shall dismantle and remove their equipment and other personal property from the respective sites within ninety (90) days after the effective date of termination of this Lease. All of the terms herein contained will automatically apply to each such extended term. If a party remains in possession of the Premises after the expiration of the term of this Lease, a month-to-month tenancy shall thereafter exist and the provisions of this Lease, including termination, shall be applicable. A party may terminate any such month-to-month tenancy by giving the other thirty (30) days written notice.

4. Consideration. The reciprocal leasing of the premises more particularly described in Paragraphs 1 and 2 above shall be deemed to constitute the full and complete consideration exchanged by the parties. Neither party shall be obligated to pay the other rent hereunder.

5. Electricity/heating/air conditioning. Each party shall pay all charges to connect its equipment to the existing electrical service provided to the premises described in Paragraphs 1 and 2 above and pay for all electricity it actually uses, as metered by the local power company. Should a

6.2. Each party represents to the other that the towers on the premises described in Paragraphs 1 and 2 above are adequate to support the equipment and antennas to be installed by the parties. The parties agree that as long as this Lease continues in effect, each party shall maintain and operate its premises described in Paragraphs 1 and 2 above in a safe and prudent manner so as to maintain at all times adequate the strength and structural integrity of the tower for the other party's use as specified in this Lease. If a Lessee Party reasonably believes that a Lessor Party is maintaining and operating its tower in an unsafe or imprudent manner, it shall give notice to the Lessor Party. If the Lessor Party does not make necessary changes so as to make its operation of the tower safe and prudent and to assure the strength and structural integrity of the tower, then the lessee, if it has a reasonable engineer's report supporting its contention, shall have the right to terminate this Lease upon written notice to the Lessor Party. The Lessee Party shall then have a reasonable time to vacate the premises described in Paragraphs 1 or 2 above.

6.3. In the event that a Lessor Party's tower, or any part thereof, during the term of this Lease is destroyed or damaged by fire or other casualty or shall become unfit for occupation or use, then the Lessee Party shall be permitted to place a temporary transmitting facility on the premises

governing codes, shall not unreasonably interfere with the Lessor Party's reconstruction of the site or the operations of other, and shall be removed promptly upon completion of the reconstruction.

6.5. A Lessee Party shall be allowed to do all of its own work on the premises described in Paragraphs 1 or 2 above, as the case may be, including the tower and building, using contractors, subcontractors, and agents of its choosing, provided, however, that each of such contractors, subcontractors or agents shall have had the previous approval of a Lessor Party, which approval shall not be unreasonably withheld or delayed. Such work shall include, but is not limited to, all installation and/or maintenance of antenna, lines, and associated equipment. All support arms, antenna brackets, ice shields, clamps, bolts, etc. and any item whatsoever attached to the tower shall be galvanized. In the event of an emergency, a Lessor Party shall be authorized to use non-preapproved contractors, subcontractors, or agents, but the Lessee Party shall assume full responsibility for all actions of such unapproved persons. A Lessee Party shall pay all contractors, subcontractors and materialmen in timely fashion to avoid the assertion of a mechanics lien against the property. If any party asserts a mechanics lien against the premises described in Paragraphs 1 or 2 above arising out of any work done by a Lessee Party, that Lessee Party shall bond

above without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

9. Non-interference.

9.1. In the event a Lessee Party's equipment causes interference with reception or transmission of previously-installed equipment for a pre-existing use including the transmitting and receiving of radio signals, or in the event previously-installed equipment for a pre-existing use interferes with reception or transmission of a Lessee Party's radio signals, the Lessee Party shall immediately cease operating its equipment and shall make such corrections and adjustments as are required to eliminate the interference. Any cost of protective equipment must be paid by the Lessee Party. Upon termination of this lease, a Lessee Party has the right to consider the protective equipment part of its original system and may remove such equipment upon vacating the facilities. A Lessor Party may shut off a Lessee Party's power source, if necessary, to prevent interference before such corrections and adjustments have been made. If a Lessee Party fails to correct the problem which is causing such interference within ten (10) days, the Lessor Party may terminate the Lease.

9.1.1. Each party agrees to include the foregoing provision in all leases or lease amendments covering new or modified uses of previously-installed equipment and subsequently installed equipment and to eliminate or cause to

demand by the Lessor Party.

11. Insurance. Each party (in the case of the City, to the extent that sovereign immunity is inapplicable or waived) agrees that it shall continuously keep and maintain at all times during the term of this Lease and any holding over thereafter as a month-by-month tenant, a policy or policies of general liability insurance indemnifying the other party against any claims and demands brought for damages or alleged damages, arising from any injury to a person or property caused by the other party. Said policy or policies shall be in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000) per occurrence in respect to bodily injury or death and for not less than Five Hundred Thousand Dollars (\$500,000.00) for damages to or destruction or loss of property and shall name the other party as an additional insured.

12. Access road. It is understood and agreed between the parties that each party shall have the right to use any access road leading from the public highway to the premises described in Paragraphs 1 and 2 above, but a party will not at any time block any portion of said access road, nor otherwise interfere with the use of said road by the other party or any tenants of the other party.

13. Successors bound. The terms, covenants, and agreements herein contained shall extend to and be obligatory

16. Compliance with laws. All parties shall faithfully observe all statutes, ordinances, regulations, and orders of all federal, state or local government entities and shall provide the other with copies of any required licenses.

17. Indemnification. Georgia 12 shall indemnify, protect, and save harmless the City, its agents, employees, invitees, guests, successors, and assigns, from and against all losses, injuries, demands, expenses (including legal expenses and attorneys fees of whatever nature) and claims, including claims brought for damages or alleged damages, arising from any injury to a person or property caused by Georgia 12. Georgia 12 shall not be liable to the City for damage by or from any act of negligence of any other occupant of the tower or building, or by any owner or occupant of adjoining or contiguous property.

18. Quiet enjoyment. A Lessee Party shall peaceably have, hold and enjoy the premises described in Paragraphs 1 or 2 above, as the case may be, and the leased portion of the building, if applicable, without hindrance or interruption by the Lessor Party, any other tenant of the Lessor Party at the premises described in Paragraphs 1 or 2 above, as the case may be, or anyone claiming by, through or under such parties.

19. Governing law. This Lease shall be governed and construed under the laws of the State of Georgia.

20. Waiver. Waiver by any part of the breach of any provision of the Lease shall not operate or be construed as a waiver of any subsequent breach by the offending party.

all the parties hereto or its respective successors and appended hereto.

IN WITNESS WHEREOF, the parties hereto, by duly authorized individuals, have executed this Lease as of the day and year first written above.

CITY OF ST. MARYS, GEORGIA

By: JR Bland

Title: Mayor

City of St. Marys (SEAL)

Signed, sealed and delivered this 13th day of March, 1995, in the presence of:

Angela Jones
Witness

James J. Mungard
Notary Public

Notary Public, Gordon County, Georgia
My Commission Expires Sept. 17, 1996

GEORGIA RSA #12 PARTNERSHIP
by its general partner ALLTEL
Mobile Communications, Inc.

By: Clyde Smith

Title: Vice President

_____ (SEAL)

Signed, sealed and delivered this 15th day of March, 1995, in the presence of:

Sherry Fitzgerald
Witness

Wendy Robinson
Notary Public

EXHIBIT "B"

LEGAL DESCRIPTION OF
EASEMENT

All that certain piece, parcel or lot of land, lying and being in Camden County, Georgia, being more fully shown and designated on a boundary plat for ALLTEL Mobile Communications, Inc. by W. R. Toole Engineers, Inc. dated February 20, 1995, and having the following metes and bounds, to wit:

Beginning at the centerline intersection of State Highway #40 (Osborn Street) and Point Peter Road and running North 52 degrees 12 minutes 43 seconds West ($N52^{\circ}12'43''W$) for a distance of 2,455.85 feet to a #5 rebar set the point of beginning; thence along the right-of-way of Dandy Street North 35 degrees 49 minutes 55 seconds East ($N35^{\circ}49'55''E$) for a distance of 37.92 feet to a #5 rebar set; thence along property of St. Mary's Airport Authority South 76 degrees 47 minutes 00 seconds East ($S76^{\circ}47'00''E$) for a distance of 147.40 feet to a fence post found; thence continuing along property of St. Mary's Airport Authority South 13 degrees 59 minutes 00 seconds West ($S13^{\circ}59'00''W$) for a distance of 35.00 feet to a fence post found; thence along property of St. Mary's Airport Authority North 76 degrees 47 minutes 00 seconds West ($N76^{\circ}47'00''W$) for a distance of 161.51 feet to point of beginning containing 0.12 acres (5,405.97 square feet).

ORIGINAL

FIRST AMENDMENT TO RECIPROCAL ANTENNA
TOWER LEASE AGREEMENT
ST. MARYS, GEORGIA

This First Amendment to Reciprocal Antenna Tower Lease Agreement ("Amendment") is made and entered into this 1 day of November, 1999, by and between Georgia RSA #12 Partnership, a general partnership having its principal place of business at P.O. Box 2177, Little Rock, Arkansas 72203 ("Georgia 12") and the City of St. Marys, Georgia, a municipal corporation having its primary address at 418 Osborne Street, St. Marys, Georgia 31558 ("City").

WITNESSETH

WHEREAS, Georgia 12 and City are parties to that certain Reciprocal Antenna Tower Lease Agreement ("Agreement") dated March 15, 1995; and

WHEREAS, pursuant to that Agreement City has permitted Georgia 12 to maintain certain communication equipment on a water tower located on certain real property described on Exhibit A hereto ("City Site"); and

WHEREAS, Georgia 12 and City now desire to amend the Agreement to allow Georgia 12 to locate additional equipment on the City Site.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree to amend the Agreement as follows:

1. Paragraph 2.1 of the Agreement is hereby struck and replaced in its entirety to read as follows:

"2.1 Tower space. Sufficient space on the water tower at the City Site for the installation, at Georgia 12's sole expense, of (i) an antenna pole which will add approximately 15 feet to the total height of the water tower; (ii) four PD-10017 cellular antennas, which will be mounted approximately 145 feet from the base of the water tower; (iii) six DB874H105 panel antennas to be mounted to the handrail, azimuth 0°, 120°, and 240°; and (iv) 7/8 inch transmission lines for the use of the antennas. The City agrees that the heights of the antenna pole and antennas to be installed by Georgia 12 at the City Site are approximate and may change slightly. Georgia 12 shall have the right to maintain, repair, and replace said antennas and transmission lines."

2. Paragraph 4 of the Agreement is hereby struck and replaced in its entirety to read as follows:

"4. Consideration. The reciprocal leasing of the premises more particularly described in Paragraphs 1 and 2 above shall be deemed to constitute consideration exchanged by the parties. In addition, Georgia 12 shall pay the sum of five hundred dollars (\$500.00) per month; due and payable by the first of each month during the term of this lease. Payment

**SECOND AMENDMENT TO RECIPROCAL ANTENNA TOWER LEASE
AGREEMENT
ST. MARYS, GEORGIA**

This Second Amendment to Reciprocal Antenna Tower Lease Agreement (the "Amendment"), is made and entered into this 10th day of December, 2007 by and between City of St. Marys, Georgia, municipal corporation ("City") and ALLTEL Communications, Inc. ("ALLTEL") (the "Parties").

WHEREAS, ALLTEL is the successor in interest to Georgia RSA #12 Partnership ("Georgia 12").

WHEREAS, City and ALLTEL are parties to that certain Reciprocal Antenna Tower Lease Agreement, entered into on or about March 13, 1995 ("Agreement") and;

WHEREAS, City and ALLTEL now desire to amend the Agreement to allow ALLTEL to change out equipment at the City Site.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby mutually agree to amend the Agreement as follows:

1. Paragraph 2.1 of the Agreement is hereby struck and replaced in its entirety to read as follows:

2.1 Tower Space. Sufficient space on the water tower at the City Site for the installation, at ALLTEL's sole expense, of (i) an antenna pole which will add approximately 15 feet to the total height of the water tower; (ii) four (4) PD-10017 antennas, which will be mounted approximately 145 feet from the base to the water tower; (iii) four (4) DB 846F65E-SX and two (2) BXA-80080-8CF panel antennas to be mounted to the handrail; and (iv) 7/8 inch transmission lines for the use of the antennas. The City agrees that the heights of the antennas pole and antennas to be installed by ALLTEL at the City Site are approximate and may change slightly. ALLTEL shall have the right to maintain, repair, and replace said antennas and transmission lines.

All other terms and conditions of the Agreement shall remain unchanged and continue in full force and effect, and are made a part hereof as if fully set forth herein. The amendment shall be effective as of the date first written above.

ACKNOWLEDGEMENT

STATE OF Georgia)
COUNTY OF Camden) ss

I, Darlene M. Roellig, a Notary Public of Camden County, State of Georgia, certify that Rowland T. Eskridge Sr. came before me this day and acknowledged that he is Mayor of The City of St Marys, and that, by authority duly given and as the action of the company, the foregoing instrument was signed in its name by such officer thereof.

WITNESS my hand and official seal, this 10th day of December, 2007.

My commission expires:
Notary Public, Camden County, Georgia
My Commission Expires Nov. 24, 2009

Darlene M. Roellig
Notary Public

NOTARY (SEAL)
PUBLIC

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
COUNTY OF Pulaski) ss

I, Shirley D. Maddox, a Notary Public of Lonoke County, State of Arkansas, certify that James E. McDonald personally came before me this day and acknowledged that he is Vice President - Network Services of ALLTEL Communications, Inc., a Mississippi corporation, and that, by authority duly given and as the action of the corporation, the foregoing instrument was signed in its name by such officer thereof.

WITNESS my hand and official seal, this 11 day of Jan, 2007.

My commission expires:

Shirley D. Maddox
Notary Public

7-1-13
(SEAL)



Market: Georgia
Cell Site Name: Saint Marys
Fixed Asset Number: 12985369

THIRD AMENDMENT TO RECIPROCAL ANTENNA TOWER LEASE AGREEMENT

Style Definition: List Paragraph: Add space between paragraphs of the same style

Style Definition: Balloon Text

Style Definition: Comment Text

Style Definition: Comment Subject

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THIS THIRD AMENDMENT TO RECIPROCAL ANTENNA TOWER LEASE AGREEMENT ("**Third Amendment**"), dated as of the latter of the signature dates below, is by and between City of St. Marys, Georgia, a municipal corporation, having a mailing address of 418 Osborne Street, St. Marys, GA 31558 ("**City**" or "**Landlord**") and New Cingular Wireless PCS, LLC ("**Tenant**") a Delaware limited liability company, successor to Alltel Communications, Inc. which was successor to Georgia RSA #12 Partnership, a general partnership, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

WHEREAS, City and Tenant entered into a Reciprocal Antenna Tower Lease Agreement dated March 15, 1995, as amended by a First Amendment to Reciprocal Antenna Tower Lease Agreement dated November 1, 1999, as further amended by a Second Amendment to Reciprocal Antenna Tower Lease Agreement dated December 10, 2007, whereby City leased to Tenant certain Premises, therein described, that are a portion of the ("**Property**") located at Dandy Street Water Plant, Saint Marys, GA 31558 (collectively, "**Lease**"); and

WHEREAS, City and Tenant desire to adjust the **Rent** in conjunction with the modifications to the Lease contained herein; and

WHEREAS, City and Tenant desire to amend the Lease to modify the notice section thereof; and

WHEREAS, City and Tenant desire to amend the Lease to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, City and Tenant desire to amend the Lease to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, City and Tenant desire, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows:

1. **Substitution of Tenant.** New Cingular Wireless PCS, LLC represents to City that it is the successor and assignee of Alltel Communications, Inc. which was substituted in place of Georgia RSA #12 Partnership by the Second Amendment to Reciprocal Antenna Tower Lease dated December 10, 2007. New Cingular Wireless PCS, LLC agrees to be bound as Tenant by all terms, duties and requirements of the Reciprocal Antenna Tower Lease Agreement dated March 15, 1995, as amended by a First Amendment to

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Market: Georgia
Cell Site Name: Saint Marys
Fixed Asset Number: 12985369

Reciprocal Antenna Tower Lease Agreement dated November 1, 1999 and as further amended by a Second Amendment to Reciprocal Antenna Tower Lease Agreement dated December 10, 2007 except as amended by this Third Amendment to Reciprocal Antenna Tower Lease Agreement.

- 1.2. **Additional Antennas**~~Antennae~~. In addition to the other antennas permitted in the Lease, City consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 1-A. Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 1-A.
- 2.3. **Rent**. Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Third Amendment, Rent shall be increased by Four Hundred and No/100 Dollars (\$400.00) per month, subject to further adjustments, if any, as provided in the Lease.
- 3.4. **Notices**. Section 21 of the Lease is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: Saint Marys FA No: 12985369
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department, Network Counsel
Re: Cell Site Name: Saint Marys FA No: 12985369
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to City:

Market: Georgia
Cell Site Name: Saint Marys
Fixed Asset Number: 12985369

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

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

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4. **Governmental Mandates.** In the future, without the payment of additional rent and at a location mutually acceptable to City and Tenant, City agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

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5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6.5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Third Amendment. The rights granted to Tenant herein are in addition to and not intended to limit any rights of Tenant in the Lease. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Lease shall apply to the New Premises Area.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

7. **Liability and Indemnity.** Tenant agrees to indemnify and save harmless the Landlord and its Commissioners, officers and its agents and employees from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act, omission, or intentional tort of Tenant or Tenant's agents, employees, or contractors occurring during the term of this Lease in or about the Leased Premises. Tenant agrees to use and occupy the Leased Premises at Tenant's own risk and hereby releases Landlord and its Commissioners and its agents and employees, from all claims for any damage or injury to persons or property to the full extent permitted by law. It is understood and agreed, however, that this hold harmless and indemnification does not apply to the extent that the damage or injury to persons or property was caused by the negligence or willful misconduct of Landlord, its Commissioners, officers, agents, employees or contractors, or to the extent caused by the negligence or willful misconduct of any other tenant or user of any portion of the Leased Premises authorized or permitted by Landlord. The provisions of this indemnity shall survive the termination of this Lease.

Market: Georgia
Cell Site Name: Saint Marys
Fixed Asset Number: 12985369

8. Environmental Matters. Except to the extent caused by the negligence or willful misconduct of Landlord, its Commissioners, officers, agents, employees or contractors, or to the extent caused by the negligence or willful misconduct of any other tenant or user of any portion of the Leased Premises authorized or permitted by Landlord, Tenant agrees to indemnify, defend, and hold Landlord and Landlord's affiliates, officers, directors, employees, agents, lenders, successors, and assigns harmless from any claims, damages, fines, penalties, losses, judgments, costs, and liabilities resulting from Tenant's operations on the Leased Premises resulting in any violation of any environmental law by Tenant. The provisions of this Section 821 shall survive termination of this Lease.

9. General Provisions. The following provision apply to this amendment and the Lease:
(a) Notwithstanding the provisions of Landlord shall have no obligation to Tenant to maintain or repair or restore the Water Tower.

(b) Tenant shall maintain the communications facility in good repair and in a condition that is not an eyesore nor unsafe at its sole expense. Tenant covenants and agrees that Tenant's antenna and the installation, operation, and maintenance thereof will:

(i) Not unreasonably interfere with the Landlord's maintenance, operation and repair of the Tower and its lighting system and any communication system. Tenant shall cooperate with Landlord's maintenance, painting, and sandblasting of the Tower by removing, at Tenant's expense, Tenant's antenna from the Tower and relocating to another location on Landlord's property as necessary to facilitate said maintenance, painting, and sandblasting (the "Temporary Relocation") provided that:

(ii) Landlord gives Tenant at least ninety (90) days written notice prior to requiring Tenant to relocate;

(iii) Upon the completion of any maintenance, repair or similar work by Landlord, Tenant is permitted to return to its original location from the temporary location.

(iv) Tenant shall bear all costs of relocating its equipment to the temporary location and returning its equipment to the Tower.

(c) Tenant shall, in respect to the condition of the Leased Premises and at Tenant's sole cost and expense, comply with (a) all Laws relating solely to Tenant's specific and unique nature of use of the Leased Premises; and (b) all building codes and or permits requiring modifications to the Leased Premises due to the improvements being made by Tenant in the Leased Premises.

(d) Tenant shall at its sole expense paint any and all equipment which is part of the communications facility a color of Landlord's choosing.

(e) Under no circumstances shall Landlord, its officers, agents, or employees be responsible for any damage to the communications facility.

Market: Georgia
Cell Site Name: Saint Marys
Fixed Asset Number: 12985369

(f) Upon termination of this lease for any reason, Tenant at its own expense within 30 days of termination of this lease shall remove all of its communication facility and restore Landlord's property to as good a condition as it was prior to the installation of the communication facility. Should Tenant fail to remove the communication facility as described or if tenant abandons or vacates the Premises for 30 days consecutively or surrenders the Premises or is dispossessed by process of law, or otherwise, all of the communications facility or part thereof belonging to Tenant and left on the Premises shall, at the option of the City, be deemed abandoned and be and become the property of the City.

7.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Market: Georgia
Cell Site Name: Saint Marys
Fixed Asset Number: 12985369

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

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"CITY"

City of St. Marys, Georgia,
municipal corporation

Witness(es):

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Title: _____

Print Name: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

Witness(es):

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Market: Georgia
Cell Site Name: Saint Marys
Fixed Asset Number: 12985369

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

Market: Georgia
Cell Site Name: Saint Marys
Fixed Asset Number: 12985369

Exhibit 1-A

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Equipment being added:

- (6) CCI Antennas (HPA-65R-BUU-H6)**
- (6) RRUS-12**
- (3) RRUS-11**
- (2) Ray Cap Surge Suppressors DC3-48-60-0-8F**
- (3) DC Power Cables**
- (2) Fiber bundles**
- (1) RET 3/8" cable**

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Market: Georgia
Cell Site Name: Saint Marys
Fixed Asset Number: 12985369

ATTACHMENT 1

Memorandum of Lease

See attached

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+ 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6"
+ 6.5" + 7" + 7.5"

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John J. Holman

From: Greg Fender <ghfender@windstream.net>
Sent: Friday, November 14, 2014 4:10 PM
To: John J. Holman
Cc: Lcomer@gmanet.com
Subject: Gma Agreement
Attachments: GMA CTMS_Contract_for_St. Marys_2014.doc

John,

I have attached GMA's proposed agreement. The annual cost of participation in the program is \$8,877.50. If the City decides to join the program please sign two copies and send them to:

ATTN: Ms. Lou Comer
Georgia Municipal Association
P.O. Box 105377
Atlanta, GA 30348

Lou will return a fully executed agreement to your attention. We are looking forward to working with you.

Greg Fender
Local Government Services
127 Laurelwood Lane
Dahlonega, GA 30533
706-482-9933
706-482-9934 (Fax)
404-375-7084 (Mobile)

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 purposes 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:

Mayor: _____
City of St. Marys

By _____
City Clerk

(SEAL)

EXECUTED ON BEHALF OF THE GEORGIA
MUNICIPAL ASSOCIATION, INC.

By _____
Executive Director

Approved to Form:
City Attorney

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)

Georgia Municipal Association Cable and Telecommunications Management Services

AGENT REPRESENTATION FORM

The undersigned is a participant in the Georgia Municipal Association's (GMA) Cable and Telecommunications Management Service (CTMS). GMA's CTMS provides assistance with all aspects of federal and state cable and video franchising, including but not limited to franchise renewals and modifications, state franchise application process, franchise fee reviews and customer service issues. As a participant in GMA's CTMS authorization is hereby granted to allow GMA's staff and/or subcontractors to act on the Participants behalf as listed above.

This AGENT REPRESENTATION FORM is effective upon date signed and until further notice.

Name of City, Town or County

Address - Street

City

Zip Code

Phone #

Fax #

email address

Submitted By _____ Date _____

X _____
Signature Title

EXHIBIT A

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of _____ has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of _____, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of _____ at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification
Number: _____

BY: Authorized Officer or Agent of GMA:

Title of Authorized Officer or Agent of
GMA: _____

Printed Name of Authorized Officer or
Agent: _____

Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2014

Notary Public: _____

Print Name: _____

SEAL

My Commission Expires: _____

CITY COUNCIL MEETING

December 1, 2014

TITLE: 1st Quarter Town Hall Meeting

PURPOSE: To reschedule the 1st Quarter Town Hall Meeting for Thursday, January 8, 2015 at 6:00 p.m. due to the New Year's Day Holiday.

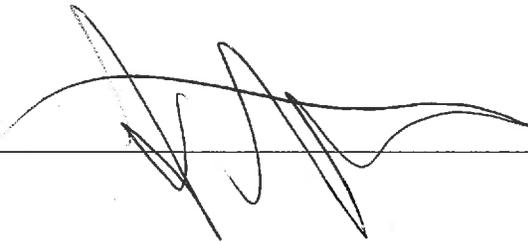
RECOMMENDATION: Schedule a meeting to comply with the City's Code of Ordinance.

HISTORY/ANALYSIS: A "Town Meeting" designated and advertised as such will be held at 6:00 p.m. on the first Thursday of each quarter (January, April, July and October) which is not a City recognized holiday, to solicit input and requests from the general public. The issues coming before the "Town Meeting" will require no formal agenda. Due to the first Thursday in January being on New Year's Day, January 8, 2015 is requested.

**Department
Director:**



**City
Manager:**



CITY COUNCIL MEETING

December 1, 2014

TITLE: SELCUK ERKAL D/B/A PAPA LUGIS (NEW ALCOHOL LICENSE):
Public Hearing Advertising

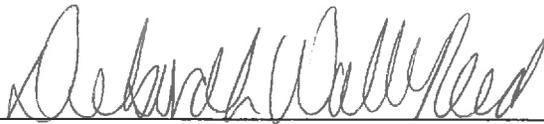
PURPOSE: The City Clerk requests approval to advertise a public hearing for a beer and wine license on premise consumption with food for Papa Luigis Restaurant.

RECOMMENDATION: The City Clerk recommends approval to advertise for a public hearing at 5:45 p.m. on Monday, December 15, 2014 in Council Chambers at City Hall.

HISTORY: Mr. Selcuk Erkal (owner of Papa Luigis Restaurant) made an application for a 2015 alcohol license for the sale of beer and wine on premise consumption with food. The business is located at 143 City Smitty Drive, St. Marys, Georgia 31558. Mr. Erkal previously was approved for a 2014 alcohol license at the August 4, 2014 City Council meeting for the remainder of 2014 but decided to wait and reapply for a 2015 license.

Department

Director:



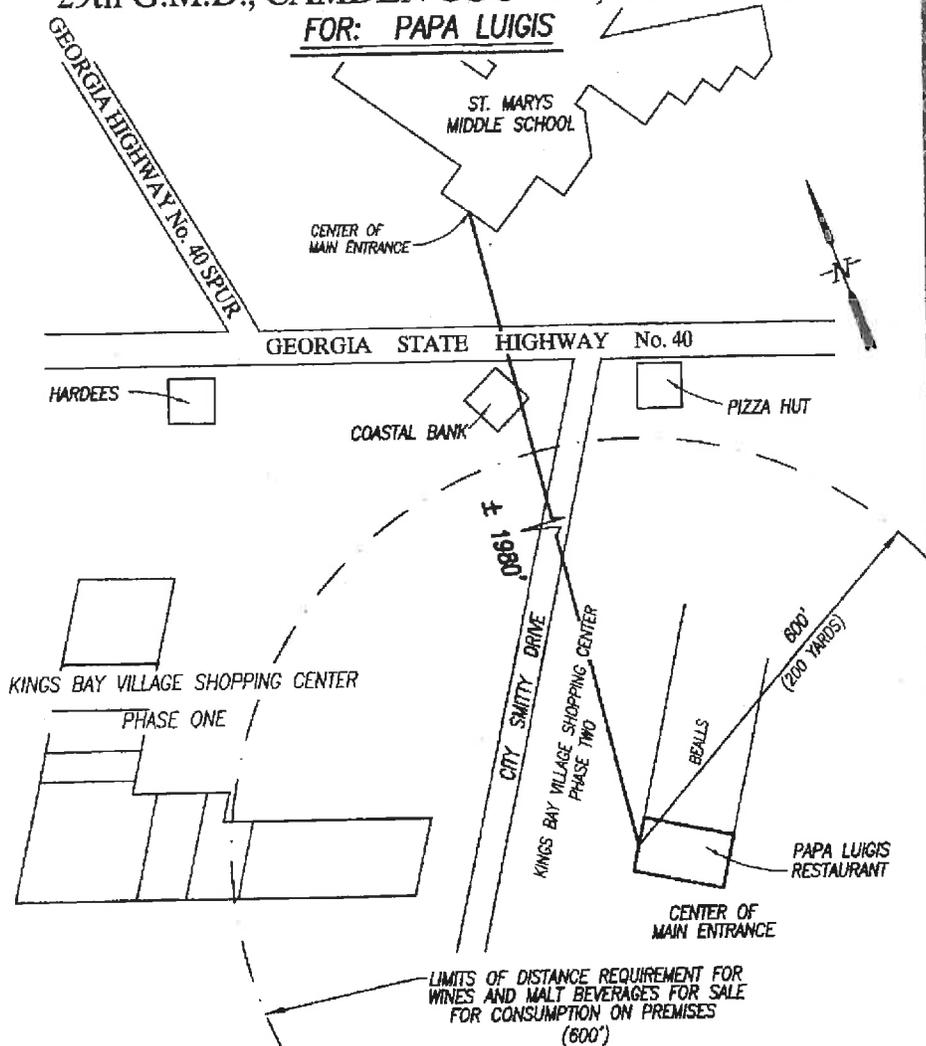
City

Manager:



MAP TO SHOW
**ALCOHOL BEVERAGE LICENSE SURVEY FOR
 PAPA LUGIS RESTAURANT, CITY OF ST. MARYS,
 29th G.M.D., CAMDEN COUNTY, GEORGIA**

FOR: PAPA LUGIS



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.

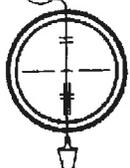


SCALE: 1" = 200'

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

BY: *[Signature]* DATE: 01-24-2014
 ERNEST R. BENTLEY, JR.
 GA. REGISTERED SURVEYOR No. 2893

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



PREPARED BY:
BENNETT SURVEYING, INC.
 Surveyors and Land Planners
 102 MARSH HARBOUR PARKWAY, UNIT 103
 KINGSLAND, GEORGIA 31548
 (912) 258-8899
 (912) 673-8940



CITY 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 COUNCIL MEETING

December 1, 2014

TITLE: Budget Ordinance for Washington Oak and Pump Traffic Circle Project

PURPOSE: To provide funds for the cost of the design of the Washington Oak and Pump Traffic Circle

HISTORY/ANALYSIS:

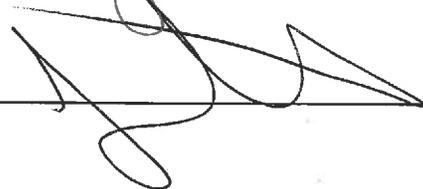
At the November 17, 2014 meeting City Council approved to award a contract to Bennett surveying in the amount of \$3,750 for the design of the Washington Oak and Pump Traffic Circle. St. Marys Masonic Order will be funding \$2,000 of the contract amount, with the remaining \$1,750 funded by the city. It is necessary to amend the FY15 budget to reflect the expense and income for this project.

RECOMMENDATION: Approval

Department

Director: _____ 

City

Manager: _____ 

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 the cost of the design of the Washington Oak and Pump Traffic Circle.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
100-38.9010 General Fund - Miscellaneous Income	\$ 50,500	+ \$ 2,000	\$ 52,500
100-38.0001 General Fund -- Fund Equity	\$ 600,285	+ \$ 1,750	\$ 602,035
100-54210-52.1310 General Fund - Highways & Streets Admin	\$ 0	+ \$ 3,750	\$ 3,750

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

The following is an overview of the City's revenue and expenditures for the month ending October 31, 2014, which is the fourth month of fiscal year FY2015. All reports are on a cash basis.

General Fund:

Total revenue for the General Fund was \$2,701,538 plus \$200,095 of allocated budgeted fund equity for a total of \$2,901,633. Total year to date expenditures as of 10/31/14 was \$2,726,739 for a revenue over expenditures balance of \$174,894. Available cash balance was \$4,331,608.

Tourism

Total revenue for Tourism fund was \$46,825. Total year to date expenditures as of 10/31/14 was \$49,634 for a shortfall of **(\$2,809)**.

SPLOST

Total revenues received for SPLOST was \$568,629 plus interest of \$195 for total revenues of \$568,824 as of 10/31/14. Total year to date expenditures was \$158,577 for a revenue over expenditures balance of \$410,247. This is a reimbursement fund which will net to zero at the end of the fiscal year.

Water/Sewer Fund

Total revenue for the Water/Sewer fund was \$2,156,653 which includes \$20,314 of allocated budgeted fund equity. Total year to date expenses as of 10/31/14 was \$1,584,982 for a revenue over expenditures balance of \$571,671. Available cash balance was \$5,443,459.

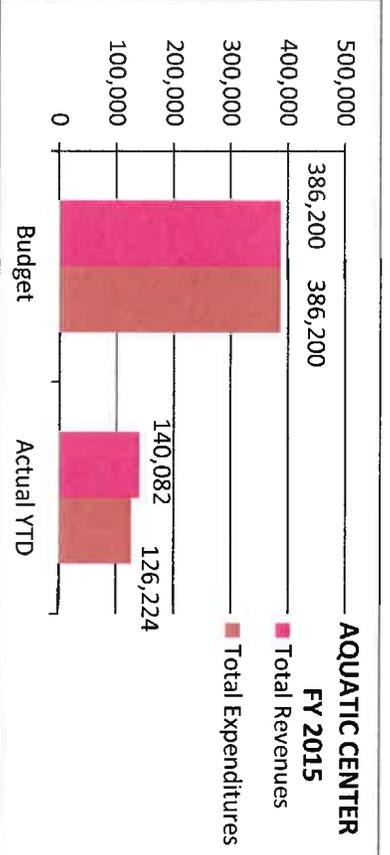
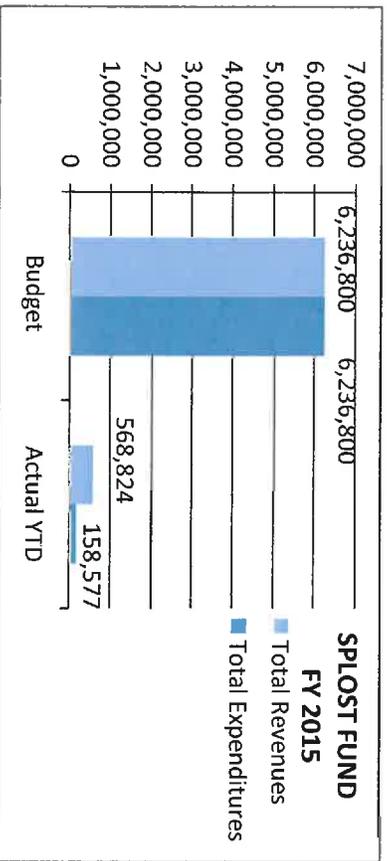
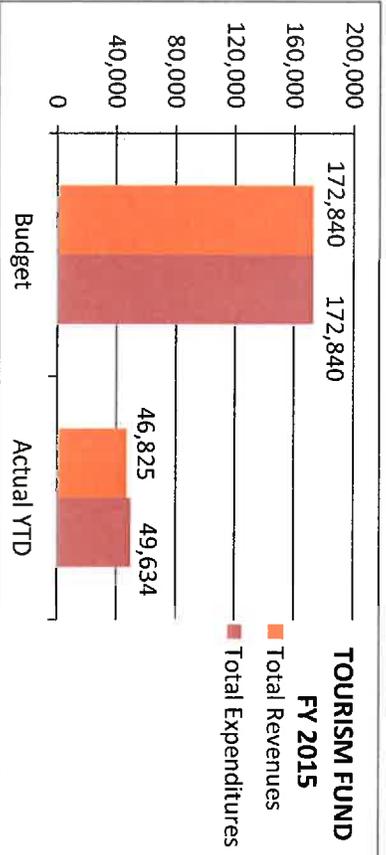
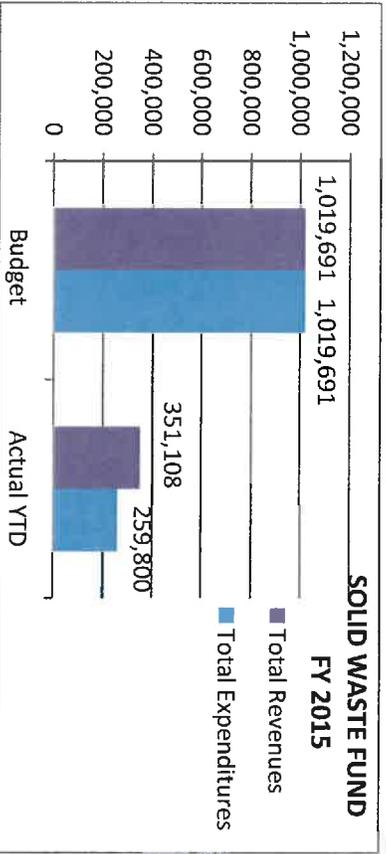
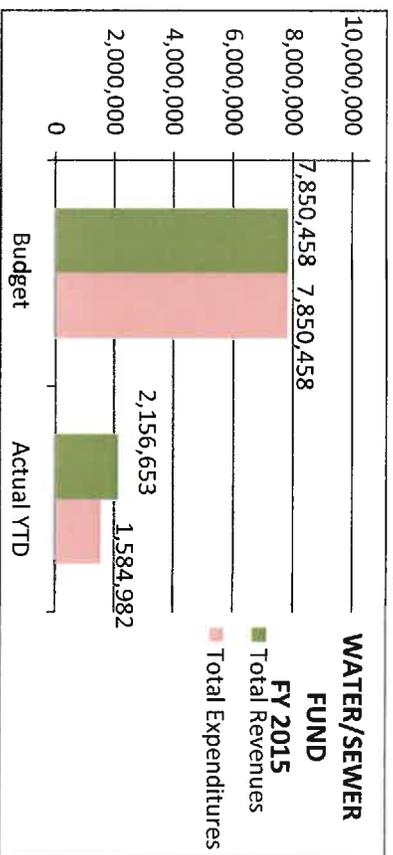
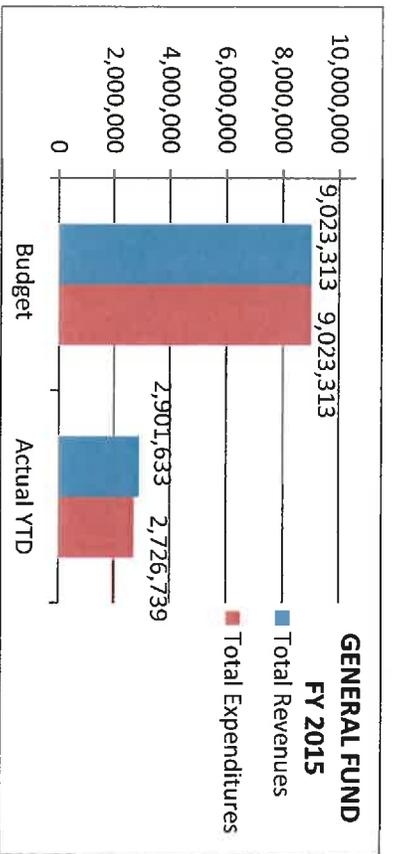
Solid Waste Fund

Total revenue for the Solid Waste fund was \$351,108. Total year to date expenditures as of 10/31/14 was \$259,800 for a revenue over expenditures balance of \$91,308. Available cash balance was \$457,349.

Aquatic

Total revenue for the Aquatic Center was \$140,082. Total year to date expenditures as of 10/31/14 was \$126,224 for a revenue over expenditures balance of \$13,858.

YTD 10/31/2014 Month Reported



**CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)**

Oct-14

FINANCIAL SUMMARY	MONTHS COMPLETED					4
	% YEAR COMPLETED					33.33%
100-GENERAL FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET	
100.31.1100 REAL PROP CURRENT YEAR	\$ 2,490,000	\$ 153,915	\$ 153,915	\$ 111,847	6.18%	
100.31.1190 OVERPAYMENTS/ADJUST TAXES	\$ -	\$ 133	\$ 729	\$ 557	#DIV/0!	
100.31.1208 2008 PROPERTY TAX	\$ -	\$ -	\$ 388	\$ 5,692	#DIV/0!	
100.31.1209 2009 PROPERTY TAX	\$ 5,000	\$ 761	\$ 2,887	\$ 10,386	57.75%	
100.31.1210 2010 PROPERTY TAX	\$ 10,000	\$ 3,398	\$ 11,197	\$ 12,285	111.97%	
100.31.1211 2011 PROPERTY TAX	\$ 10,000	\$ 15	\$ 10,202	\$ 13,641	102.02%	
100.31.1212 2012 PROPERTY TAX	\$ 10,000	\$ 2,721	\$ 12,911	\$ 22,796	129.11%	
100.31.1213 2013 PROPERTY TAX	\$ 55,000	\$ 9,123	\$ 27,418	\$ -	49.85%	
100.31.1310 MOTOR VEHICLE	\$ 375,000	\$ 46,263	\$ 185,916	\$ 208,330	49.58%	
100.31.1320 MOBILE HOME	\$ 6,675	\$ 20	\$ 151	\$ 76	2.26%	
100.31.1391 RAILROAD TAX	\$ 2,475	\$ -	\$ 2,501	\$ 2,472	101.05%	
100.31.1600 REAL ESTATE TRANSFER TAX	\$ 9,000	\$ 894	\$ 7,349	\$ 4,998	81.66%	
100.31.1610 RECORDING INTANGIBLE TAX	\$ 50,250	\$ 4,379	\$ 21,599	\$ 18,178	42.98%	
100.31.1710 GA POWER FRANCHISE TAX	\$ 655,000	\$ -	\$ -	\$ -	0.00%	
100.31.1711 OKEF ELEC FRANCHISE TAX	\$ 49,000	\$ -	\$ -	\$ -	0.00%	
100.31.1730 GAS FRANCHISE TAX	\$ 19,000	\$ -	\$ 4,929	\$ 9,858	25.94%	
100.31.1750 CABLE TV FRANCHISE TAX	\$ 112,000	\$ -	\$ -	\$ -	0.00%	
100.31.1760 TELEPHONE FRANCHISE TAX	\$ 60,000	\$ 7	\$ 18,621	\$ 13,523	31.04%	
100.31.3100 LOCAL OPT SALES AND USE	\$ 1,925,000	\$ 154,471	\$ 640,367	\$ 616,338	33.27%	
100.31.4200 ALCOHOLIC BEVERAGE EXCISE	\$ 215,000	\$ 17,624	\$ 77,994	\$ 75,172	36.28%	
100.31.6200 INSURANCE PREMIUMS (1%)	\$ 884,000	\$ 923,687	\$ 923,687	\$ 883,169	104.49%	
100.31.6300 FINANCIAL INSTITUTIONS	\$ 37,250	\$ -	\$ -	\$ -	0.00%	
100.31.9100 PENALTY AND INTEREST	\$ 90,000	\$ 6,303	\$ 25,643	\$ 28,243	28.49%	
100.32.1100 BEER/WINE LIC	\$ 90,000	\$ 11,000	\$ 11,150	\$ 1,525	12.39%	
100.32.1200 GENERAL BUSINESS LIC	\$ 125,000	\$ 1,388	\$ 4,872	\$ 3,805	3.90%	
100.32.1220 BUSINESS LIC INSURANCE	\$ 22,000	\$ -	\$ 150	\$ -	0.68%	
100.32.2100 BUILDING PERMITS	\$ 100,000	\$ 10,438	\$ 41,978	\$ 44,975	41.98%	
100.32.2210 ZONING FEES	\$ 4,500	\$ 1,025	\$ 2,942	\$ 2,353	65.38%	
100.32.2211 LAND-DISTURBING PERMITS	\$ 500	\$ -	\$ -	\$ -	0.00%	
100.32.2230 SIGN PERMITS	\$ 2,000	\$ 260	\$ 470	\$ 500	23.50%	
100.32.3910 PLAN REVIEW FEES	\$ 25,000	\$ 1,950	\$ 8,100	\$ 9,550	32.40%	
100.34..... COPIES SOLD - ADMIN	\$ 19,400	\$ 1,395	\$ 6,134	\$ 9,107	31.62%	
100.34.1910 QUALIFYING FEES	\$ 2,700	\$ -	\$ 1,350	\$ 3,384	50.00%	
100.34.2200 SPECIAL FIRE HAZMAT SERVICES	\$ -	\$ -	\$ -	\$ 1,210	#DIV/0!	
100.34.4212 NSF FEES	\$ 120	\$ -	\$ -	\$ -	0.00%	
100.34.....REVENUES-ORANGE HALL	\$ 8,050	\$ 827	\$ 3,369	\$ -	41.85%	
100.34.7500 PROGRAM INCOME - SENIORS	\$ 6,200	\$ 872	\$ 2,659	\$ 2,360	42.88%	
100.34.9100 CEMETERY FEES	\$ 40,000	\$ 680	\$ 11,125	\$ 13,507	27.81%	
100.34.9900 ADMIN. FEES - TOURISM	\$ 3,600	\$ -	\$ 900	\$ 1,200	25.00%	
100.34.9910 ADMIN. FEES - SPLOST	\$ 6,000	\$ -	\$ 220	\$ 314	3.67%	
100.35..... COURT FINES/FEES	\$ 315,000	\$ 10,175	\$ 62,859	\$ 119,348	19.96%	
100.35.1300 LIBRARY FINES/COLLECTIONS	\$ 5,200	\$ 570	\$ 1,771	\$ 2,196	34.06%	
100.36.1000 INTEREST EARNED	\$ 5,500	\$ 639	\$ 2,538	\$ 2,327	46.14%	

**CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)**

Oct-14

FINANCIAL SUMMARY					MONTHS COMPLETED	4
					% YEAR COMPLETED	33.33%
100-GENERAL FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	2013	% YTD BUDGET	
100.37.2000 ORANGE HALL DONATION	\$ 100	\$ 21	\$ 61	\$ -	61.00%	
100.38.0001 FUND EQUITY	\$ 600,285	\$ 50,024	\$ 200,095	\$ -	33.33%	
100.38.1000 RENTAL INCOME	\$ 330,000	\$ 28,202	\$ 119,754	\$ 112,098	36.29%	
100.38.1010 SPECIAL EVENTS RENTAL	\$ 5,000	\$ 975	\$ 2,200	\$ 635	44.00%	
100.38.9010 MISCELLANEOUS INCOME	\$ 50,500	\$ 59,639	\$ 98,294	\$ 32,498	194.64%	
100.38.9015 SHARED SERVICES-AIRPORT	\$ 1,366	\$ -	\$ -	\$ -	0.00%	
100.38.9020 SHARED SVC SOL/W & SPLOST	\$ 25,000	\$ -	\$ -	\$ -	0.00%	
100.38.9028 SHARED SERVICES -BOARD OF ED	\$ 44,500	\$ -	\$ -	\$ -	0.00%	
100.38.9031 SHARED SVCS - DOT	\$ 16,900	\$ -	\$ 2,413	\$ 9,651	14.28%	
100.38.9032 SHARED SERVICES - HOSP AUTH.	\$ 25,000	\$ -	\$ 30,000	\$ -	120.00%	
100.39.1200 OP T/F IN MULT GRANT FUND	\$ 71,242	\$ -	\$ 157,825	\$ 7,946	221.53%	
100.39.1200 OP T/F IN SPLOST	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
100.39.2200 SALE CITY PROPERTY	\$ 3,000	\$ -	\$ -	\$ -	0.00%	
100.39.3010 LOAN PROCEEDS	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
TOTAL REVENUE	\$ 9,023,313	\$ 1,503,792	\$ 2,901,633	\$ 2,418,047	32.16%	

**CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)**

Oct-14

FINANCIAL SUMMARY					MONTHS COMPLETED	4
					% YEAR COMPLETED	33.33%
100-GENERAL FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET	
TOTAL LEGISLATIVE	\$ 325,223	\$ 21,521	\$ 74,326	\$ 64,526	22.85%	
TOTAL EXECUTIVE	\$ 311,263	\$ 23,346	\$ 93,672	\$ 83,541	30.09%	
TOTAL FINANCIAL ADMINISTRATION	\$ 843,857	\$ 78,457	\$ 334,021	\$ 320,774	39.58%	
TOTAL IT	\$ 173,958	\$ 12,885	\$ 60,603	\$ 62,886	34.84%	
TOTAL HUMAN RESOURCES	\$ 142,202	\$ 12,054	\$ 47,335	\$ 32,784	33.29%	
TOTAL GEN GOVT BLDGS & PLANT	\$ 156,671	\$ 12,661	\$ 49,746	\$ 54,211	31.75%	
TOTAL MUNICIPAL COURT	\$ 184,665	\$ 10,737	\$ 36,878	\$ 49,828	19.97%	
TOTAL POLICE ADMINISTRATION	\$ 2,382,173	\$ 163,612	\$ 699,374	\$ 716,723	29.36%	
TOTAL FIRE ADMINISTRATION	\$ 1,721,698	\$ 157,817	\$ 568,346	\$ 532,750	33.01%	
TOTAL PUBLIC WORKS ADMIN	\$ 1,321,401	\$ 111,004	\$ 392,038	\$ 405,894	29.67%	
TOTAL HIGHWAYS & STREETS ADMIN	\$ 325,000	\$ 31,976	\$ 72,993	\$ 76,559	22.46%	
TOTAL CEMETERY	\$ 73,293	\$ 4,006	\$ 16,614	\$ 19,152	22.67%	
TOTAL SENIOR CITIZENS CENTER	\$ 127,494	\$ 11,078	\$ 43,462	\$ 39,122	34.09%	
TOTAL PARKS ADMINISTRATION	\$ 75,320	\$ 3,873	\$ 11,285	\$ 10,891	14.98%	
TOTAL LIBRARY ADMINISTRATION	\$ 312,613	\$ 23,625	\$ 97,625	\$ 93,947	31.23%	
TOTAL PROTECTIVE INSP ADMIN	\$ 113,690	\$ 8,406	\$ 34,627	\$ 44,708	30.46%	
TOTAL PLANNING & ZONING	\$ 192,655	\$ 12,123	\$ 53,496	\$ 58,588	27.77%	
TOTAL CODE ENFORCEMENT	\$ 64,640	\$ 5,058	\$ 27,032	\$ -	41.82%	
TOTAL ECONOMIC DEVELOPMENT	\$ 87,314	\$ 135	\$ 2,690	\$ 41,528	3.08%	
TOTAL AIRPORT	\$ 60,653	\$ -	\$ 4,627	\$ 2,153	7.63%	
TOTAL SPECIAL FACILITIES	\$ 27,530	\$ 505	\$ 5,947	\$ 9,889	21.60%	
TOTAL EXPENDITURES	\$ 9,023,313	\$ 704,880	\$ 2,726,739	\$ 2,720,455	30.22%	
REVENUE OVER/(UNDER) EXPENDITURES						
	\$ -	\$ 798,913	\$ 174,894	\$ (302,408)		

Cash Balances:	\$4,992,228	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	\$600,285	Average YTD Mo. Exp.	\$681,685
Unrestricted Cash Balances	\$4,391,943	Months of Operating Cash	6.35
LESS: Outstanding P.O.'s	\$60,335		
Available Cash	\$4,331,608		

**CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)**

Oct-14

FINANCIAL SUMMARY	MONTHS COMPLETED				4
	% YEAR COMPLETED				33.33%
275-SPECIAL REVENUE FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
TAXES	\$ 121,285	\$ 6,758	\$ 44,236	\$ 33,847	36.47%
CHARGES FOR SERVICES	\$ 7,255	\$ 685	\$ 1,841	\$ 2,366	25.37%
INVESTMENT INCOME	\$ 10	\$ 1	\$ 3	\$ 3	33.20%
CONTRIBUTIONS/DONATIONS	\$ 740	\$ 11	\$ 66	\$ 599	8.88%
MISCELLANEOUS	\$ 7,400	\$ 250	\$ 680	\$ 845	9.19%
OTHER FINANCING SOURCES	\$ 36,150	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUES	\$ 172,840	\$ 7,705	\$ 46,825	\$ 37,660	27.09%

275-SPECIAL REVENUE FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
PRSNL SERVICES/BENEFITS	\$ 34,988	\$ 2,239	\$ 10,044	\$ 9,466	28.71%
PURCHASED/CONTRACTED SVC	\$ 103,083	\$ 8,525	\$ 35,599	\$ 31,222	34.53%
SUPPLIES	\$ 7,769	\$ 1,191	\$ 2,991	\$ 2,223	38.50%
CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
INTERGOVERNMENTAL	\$ 27,000	\$ -	\$ 1,000	\$ 1,200	3.70%
TOTAL TOURISM	\$ 172,840	\$ 11,955	\$ 49,634	\$ 44,111	28.72%

REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ (4,250)	\$ (2,809)	\$ (6,451)	0.00%
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Cash Balances: (-sal/fica-due to pooled cash)	-\$21,636	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	\$0	Average YTD Mo. Exp.	\$12,409
Unrestricted Cash Balances	-\$21,636	Months of Operating Cash	(2.22)
LESS: Outstanding P.O.'s	\$5,876		
Available Cash	-\$27,512		

**CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)**

Oct-14

FINANCIAL SUMMARY	MONTHS COMPLETED				4
	% YEAR COMPLETED				33.33%
320-SPLOST FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
SPLOST VI	\$ 3,700,000	\$ 8,358	\$ 22,560	\$ 154,004	0.61%
SPLOST VII	\$ 2,536,800	\$ -	\$ 546,069	\$ -	21.53%
INVESTMENT REVENUE - SPLOST VI	\$ -	\$ 1	\$ 28	\$ 4	#DIV/0!
INVESTMENT REVENUE - SPLOST VII	\$ -	\$ 72	\$ 167	\$ -	#DIV/0!
MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL REVENUES	\$ 6,236,800	\$ 8,431	\$ 568,824	\$ 154,008	9.12%

320-SPLOST FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
320.51512-52.1211 AUDIT SPLOST VI	\$ -	\$ -	\$ -	\$ -	#DIV/0!
320.51565-54.1500 CITY BUILDINGS VI	\$ -	\$ -	\$ -	\$ 134,811	#DIV/0!
320.54220-54.1241 DRAINAGE - SPLOST VI	\$ -	\$ 10,555	\$ 10,555	\$ 10,225	#DIV/0!
320.54220-54.1416 PAVING/OVERLAY VI	\$ -	\$ -	\$ -	\$ 12,180	#DIV/0!
320.54310-54.1202 GAINES DAVIS - SPLOST VI	\$ 3,600,000	\$ 5,020	\$ 17,607	\$ 2,241	0.49%
320.54310.54.1205 SEWER INFRA - SPLOST VI	\$ 100,000	\$ -	\$ 2,753	\$ -	2.75%
320.59000-61.1000 OPERATING TFR OUT	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL EXPENDITURES VI	\$ 3,700,000	\$ 15,575	\$ 30,915	\$ 159,458	0.84%

320-SPLOST FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
320.54200-54.1425 EQUIP/FACILITIES VII	\$ -	\$ -	\$ -	\$ 10,489	#DIV/0!
320.54200.54.1241 VEHICLES VII	\$ 126,800	\$ 5,277	\$ 120,037	\$ -	94.67%
320.54220-54.1417 PAVING/OVERLAY VII	\$ 50,000	\$ 635	\$ 7,511	\$ -	15.02%
320.54220-52.2224 INFRASTRUCTURE VII	\$ 350,000	\$ -	\$ -	\$ -	0.00%
320.54220-54.1242 DRAINAGE SPLOST VII	\$ 210,000	\$ -	\$ 114	\$ -	0.05%
320.54310-58.1100 BOND DEBT RET VII	\$ 1,800,000	\$ -	\$ -	\$ -	0.00%
TOTAL EXPENDITURES VII	\$ 2,536,800	\$ 5,913	\$ 127,662	\$ 10,489	5.03%
REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ (13,057)	\$ 410,247	\$ (15,939)	

Cash Balances:		Run Rate Analysis:	
SPLOST VI	\$13,978	Average YTD Mo. Exp.	\$39,644
SPLOST VII	\$880,436	Months of Operating Cash	22.21
Total Cash Balances	\$894,414		
LESS: Restricted Budgeted Fund Equity	\$0		
Unrestricted Cash Balances	\$894,414		
LESS: Outstanding P.O.'s	\$13,950		
Available Cash	\$880,464		

**CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)**

Oct-14

FINANCIAL SUMMARY	MONTHS COMPLETED				4
	% YEAR COMPLETED				33.33%
505-WATER AND SEWER FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
505.33.4110 STATE GOV GRANTS-DIRECT	\$ -	\$ -	\$ -	\$ -	#DIV/0!
505.34.4210 WATER CHARGES	\$ 2,091,732	\$ 172,627	\$ 719,053	\$ 709,680	34.38%
505.34.4211 TRANSFER/TEMP SERVICES	\$ 47,000	\$ 4,795	\$ 18,660	\$ 17,295	39.70%
505.34.4212 RECONNECTION NSF FEES	\$ 85,000	\$ 6,330	\$ 26,135	\$ 27,221	30.75%
505.34.4213 LATE FEES AND PENALTIES	\$ 130,000	\$ 10,710	\$ 42,499	\$ 41,428	32.69%
505.34.4214 TURN ON FEE	\$ 45,000	\$ 3,920	\$ 15,970	\$ 15,505	35.49%
505.34.4216 CAP RECOVERY WATER - DEV	\$ 25,000	\$ 4,688	\$ 14,307	\$ 10,516	57.23%
505.34.4217 WATER CHARGES 2	\$ 700,484	\$ 57,256	\$ 239,083	\$ 236,148	34.13%
505.34.4230 SEWERAGE CHARGES	\$ 1,989,096	\$ 161,751	\$ 675,891	\$ 668,507	33.98%
505.34.4231 SEWER CHARGES 2	\$ 663,204	\$ 54,253	\$ 226,461	\$ 223,079	34.15%
505.34.4236 CAP RECOVERY METER - DEV	\$ 9,000	\$ 1,680	\$ 6,230	\$ 3,710	69.22%
505.34.4256 CAP RECOVERY SEWER - DEV	\$ 100,000	\$ 14,380	\$ 39,081	\$ 32,588	39.08%
505.34.4263 CONSTRUCTION FEES	\$ 100,000	\$ 26,383	\$ 110,162	\$ 69,748	110.16%
505.38.0001 FUND EQUITY	\$ 60,942	\$ 5,079	\$ 20,314	\$ -	33.33%
505..... INTEREST/MISC/OTHER REVENUES	\$ 4,000	\$ 1,602	\$ 2,807	\$ 1,165	70.18%
505.39.1205 OP T/F IN	\$ 1,800,000	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ 7,850,458	\$ 525,453	\$ 2,156,653	\$ 2,056,590	27.47%

SANITATION ADMINISTRATION EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
PRSNL SERVICES/BENEFITS	\$ 932,401	\$ 73,930	\$ 318,069	\$ 317,002	34.11%
PURCHASED/CONTRACTED SVC	\$ 507,851	\$ 72,711	\$ 195,797	\$ 96,892	38.55%
SUPPLIES	\$ 626,850	\$ 54,088	\$ 165,644	\$ 183,203	26.42%
CAPITAL OUTLAY	\$ 24,800	\$ 4,435	\$ 4,435	\$ -	17.88%
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	#DIV/0!
INTERGOVERNMENTAL		\$ -	\$ -	\$ -	#DIV/0!
DEBT SERVICES/FISCAL AGENT FEES	\$ 5,000	\$ 750	\$ 750	\$ -	15.00%
TOTAL SANITARY ADMINISTRATION	\$ 2,096,902	\$ 205,913	\$ 684,695	\$ 597,097	32.65%

WATER ADMINISTRATION EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
PRSNL SERVICES/BENEFITS	\$ 764,673	\$ 63,481	\$ 263,310	\$ 255,289	34.43%
PURCHASED/CONTRACTED SVC	\$ 240,489	\$ 18,160	\$ 63,305	\$ 61,743	26.32%
SUPPLIES	\$ 285,650	\$ 13,703	\$ 54,260	\$ 70,092	19.00%
CAPITAL OUTLAY	\$ 5,000	\$ 4,430	\$ 4,430	\$ -	88.60%
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	#DIV/0!
INTERGOVERNMENTAL	\$ 75,000	\$ -	\$ -	\$ -	0.00%
DEBT SERVICES/FISCAL AGENT FEES	\$ 700	\$ 769	\$ 769	\$ 689	109.79%
TOTAL WATER ADMINISTRATION	\$ 1,371,512	\$ 100,543	\$ 386,074	\$ 387,812	28.15%

**CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)**

Oct-14

FINANCIAL SUMMARY	MONTHS COMPLETED				4
	% YEAR COMPLETED				33.33%
DEBT SERVICE-PRINCIPLE EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
505.58000-58.1110 BOND PYMT 88 & 92 PRIN	\$ 325,000	\$ -	\$ 325,000	\$ 300,000	100.00%
505.58000-58.1330 BOND 2010 PRIN	\$ 1,640,000	\$ -	\$ -	\$ -	0.00%
505.58000-58.1380 GEFA LOAN CWS-RF-03	\$ 247,375	\$ 20,586	\$ 81,558	\$ 79,141	32.97%
505.58000-58.1382 GEFA LOAN 2010-L26WQ	\$ 33,067	\$ 2,734	\$ 10,883	\$ 10,477	32.91%
DEBT SERVICE-PRINCIPLE	\$ 2,245,442	\$ 23,319	\$ 417,441	\$ 389,618	18.59%

DEBT SERVICE-INTEREST EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
505.58000-58.2110 BOND PAYMENT 88 & 92	\$ 102,134	\$ -	\$ 56,044	\$ 65,231	54.87%
505.58000-58.2115 INTEREST-BOND INT 2010	\$ 1,915,400	\$ -	\$ -	\$ -	0.00%
505.58000-58.2380 GEFA LOAN CWS-RF-0	\$ 86,038	\$ 7,199	\$ 29,580	\$ 31,996	34.38%
505.58000-58.2382 GEFA LOAN 2010 L26WQ	\$ 33,030	\$ 2,774	\$ 11,149	\$ 11,556	33.76%
DEBT SERVICE-INTEREST	\$ 2,136,602	\$ 9,973	\$ 96,773	\$ 108,783	4.53%

505-59000-61.1000 OPERATING TFR OUT	\$ -		\$ -	\$ 36,000	
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TOTAL EXPENDITURES	\$ 7,850,458	\$ 339,749	\$ 1,584,982	\$ 1,519,310	20.19%
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REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ 185,705	\$ 571,671	\$ 537,280	
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Cash Balances:	\$5,608,262	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	\$60,942	Average YTD Mo. Exp.	\$396,246
Unrestricted Cash Balances	\$5,547,320	Months of Operating Cash	13.74
LESS: Outstanding P.O.'s	\$103,861		
Available Cash	\$5,443,459		

**CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)**

Oct-14

FINANCIAL SUMMARY	MONTHS COMPLETED				4
	% YEAR COMPLETED				33.33%
540-SOLID WASTE FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
540.34.4111 RESIDENTIAL REFUSE CHARGE	\$ 963,000	\$ 81,934	\$ 327,670	\$ 323,930	34.03%
540.34.4112 COMMERCIAL REFUSE CHARGES	\$ 22,000	\$ 2,051	\$ 8,062	\$ 7,481	36.64%
540.34.4190 LATE FEES AND PENALTIES	\$ 22,191	\$ 2,022	\$ 7,676	\$ 7,354	34.59%
540.34.9900 OTHER CHARGES	\$ 12,500	\$ 1,825	\$ 7,700	\$ 7,875	61.60%
540.36.1000 INTEREST REVENUES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
540.38.0001 FUND EQUITY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL REVENUES	\$ 1,019,691	\$ 87,831	\$ 351,108	\$ 346,640	34.43%

540-SOLID WASTE FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	OCTOBER 2014	OCTOBER 2013	% YTD BUDGET
PRSNL SERVICES/BENEFITS	\$ 86,211	\$ 6,734	\$ 28,023	\$ 28,469	32.50%
PURCHASED/CONTRACTED SVC	\$ 909,050	\$ 76,747	\$ 231,338	\$ 226,579	25.45%
SUPPLIES	\$ 3,800	\$ 1	\$ 440	\$ 448	11.57%
INTERGOVERNMENTAL	\$ 20,630	\$ -	\$ -	\$ -	0.00%
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL SOLID WASTE COLLECTION	\$ 1,019,691	\$ 83,482	\$ 259,800	\$ 255,497	25.48%

REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ 4,350	\$ 91,308	\$ 91,143	0.00%
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Cash Balances:	\$457,349	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	\$0	Average YTD Mo. Exp.	\$64,950
Unrestricted Cash Balances	\$457,349	Months of Operating Cash	7.04
LESS: Outstanding P.O.'s	\$0		
Available Cash	\$457,349		

559 -AQUATIC CENTER	FY2015 Budget	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	12Mths	YTD Oct-14	YTD Oct-14
FINANCIAL SUMMARY																
REVENUE SUMMARY																
CHARGES FOR SERVICES	386,200		138	1,000	1,760	4,894	10,077	85,610	127,769	92,064	39,227	6,183	1,000	369,721	138,473	119,734
INVESTMENT INCOME	-															
CONTRIBUTIONS/DONATIONS	-															
MISCELLANEOUS	-			0	3	2	5	14	384	(52)	112	1,538	11	2,017	1,608	283
OTHER FINANCING SOURCES	-								20,148					20,148		
TOTAL REVENUES	386,200		138	1,000	1,763	4,896	10,082	85,625	148,301	92,012	39,338	7,721	1,011	391,886	140,082	120,017
EXPENDITURE SUMMARY																
PRSNL SERVICES/BENEFITS																
PURCHASED/CONTRACTED SVC	254,900		9923.62	10,412	11,870	7,338	9,589	38,022	40,788	38,163	24,561	13,887	9,131	222,931	85,741	88,758
SUPPLIES	131,300		5447.57	4,039	3,233	4,349	17,214	20,839	29,227	8,885	16,898	9,618	5,081	128,124	40,483	33,164
CAPITAL OUTLAY	-															
DEPRECIATION/AMORTIZATION	-															
TOTAL AQUATIC CENTER	386,200		15,371	14,451	15,103	12,540	11,687	58,862	70,015	47,048	41,459	23,505	14,212	351,055	126,224	121,922
REVENUE OVER/(UNDER) EXPENDITURES	-		(15,371)	(14,313)	(14,103)	(10,777)	(6,791)	(26,763)	(78,286)	(44,964)	(2,121)	(15,784)	(13,201)	(40,831)	13,858	(1,905)

Cash Balances: (-sal/fical)	-58,060
LESS: Restricted Budgeted Fd Equity	\$0
Unrestricted Cash Balances	-58,060
LESS: Outstanding P.O.'s	\$1,044
Available Cash	-59,104