



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

March 16, 2015

WORK SESSION-GREEN WAYS BIKE PATHS
5:00 P.M.

COUNCIL MEETING
6:00 P.M.

AMENDED AGENDA

- I. CALL TO ORDER**
- II. INVOCATION:** *Councilmember Jim Gant*
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL** **QUORUM: YES___ NO___**
- V. APPROVAL OF MINUTES:** *March 2, 2015 Public Hearing & Regular City Council Meeting Minutes*
- VI. PRESENTATIONS:**
 - GEORGIA POWER:** *(Joel Hanner)*
 - JOINT PROCLAMATION-CHILD ABUSE PREVENTION MONTH:** *(Bridget Wenum, CASA Director)*
 - ALZHEIMER & DEMENTIA INFORMATION:** *(Dianne Torgersen) Added*
 - HISTORIC PRESERVATION COMMISSION ANNUAL REPORT:** *(Kay Westberry, Chairman)*
 - ST. MARYS SUBMARINE MUSEUM ANNUAL REPORT:** *(Keith Post, Chairman)*
 - 2015 EARTH HOUR JOINT PROCLAMATION:** *Mayor John F. Morrissey*
 - 2015 GEORGIA CITIES PROCLAMATION:** *Mayor John F. Morrissey*
 - BOARD ANNOUNCEMENT (TERM EXPIRATION):** *(Cheri Richter & Gary Straight)*
Downtown Development Authority

BOARD APPOINTMENT (VACANCY):
Development Authority of St. Marys (Simon Scott)

VII. SET CONSENT AGENDA

VIII. APPROVAL OF THE AGENDA

IX. GRANTING AUDIENCE TO THE PUBLIC

X. OLD BUSINESS: NO ITEMS

XI. NEW BUSINESS:

A. SENIOR ADVISORY COMMITTEE-RULES OF PROCEDURES: *Senior Advisory Committee- Request acceptance of amended Rules of Procedures from the St. Marys Senior Advisory Committee TAB "A"*

B. COPIER CONTRACT-EXECUTIVE OFFICE: *John J. Holman (City Manager) Request approval to lease a color copier/printer/scan/fax machine TAB "B"*

C. DANDY STREET CELL TOWER CONTRACT RENEWAL: *John J. Holman Request approval of a contract agreement with New Cingular Wireless PCS, LLC for lease of Dandy Street Water Tower as cell tower site TAB "C"*

D. RESOLUTION-GLYNN/BRUNSWICK MEMORIAL AUTHORITY REVENUE BOND APPROVAL: *John J. Holman TAB "D"*
Request approval to adopt a resolution to approve a proposed plan of finance from the Glynn/Brunswick Memorial Hospital Authority

E. RESOLUTION-WATER TAXI TRANSPORTATION SYSTEM BETWEEN FERNANDINA BEACH, FL. & CITY OF ST. MARYS: *John J. Holman TAB "E"*
Request approval to adopt resolution supporting the creation of a water taxi transportation system to Fernandina Beach, Fl., and waiver of dock fees for two years in Fernandina Beach, Fl. & City of St. Marys

F. HOWARD GILMAN MEMORIAL PARK (WEDDING RECEPTION) ALCOHOL REQUEST: *John J. Holman TAB "F"*
Trisha and John Besselman request permission to serve alcohol at their daughter's wedding reception in Howard Gilman Memorial Park on July 3, 2015

G. HOWARD GILMAN MEMORIAL PARK (HELLO SUMMER FESTIVAL) ALCOHOL REQUEST: *John J. Holman Request approval for Blue Goose to sell/serve alcohol in Zone 1 and portion of Zone II during the Hello Summer Festival TAB "G"*

H. 2ND QUARTER TOWN HALL MEETING: *City Clerk TAB "H"*
To schedule 2nd Quarter Town Hall meeting for Thursday, April 9, 2015 at 6:00 p.m.

I. PURCHASING POLICY AMENDMENT: *Jennifer Brown (Finance Director) Request authorization to increase amount for competitive sealed bids/proposals from \$5,000 to \$25,000 and add language from Georgia O.C.G.A. regarding Municipal Street Systems TAB "I"*

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

A. CALENDAR: *City Clerk*

XIII. REPORT OF MAYOR

XIV. GRANTING AUDIENCE TO THE PUBLIC

MAYOR AND COUNCIL COMMENTS

CITY MANAGER'S COMMENTS

XV. EXECUTIVE SESSION:

XVI. ADJOURNMENT

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

CITY OF ST. MARYS, GEORGIA
March 2, 2015
5:45 p.m.

PUBLIC HEARING
NEW ALCOHOL LICENSE FOR SAN JOSE MEXICAN GRILL & CANTINA, LLC
D/B/A SAN JOSE MEXICAN GRILL & CANTINA

MINUTES

The Mayor and Council for the City of St. Marys, Georgia met to conduct a public hearing on Monday, March 2, 2015 in the Council Chamber at City Hall.

PRESENT WERE:

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

CITY OFFICIALS PRESENT:

John J. Holman, City Manager
Jennifer Brown, Finance Director
Donna Folsom, Human Resources Director
Michele Wood, Assistant Planner
Bobby Marr, Public Works Director
Robert Horton, Fire Chief
Timothy Hatch, Police Chief

The Mayor Morrissey called the public hearing to order at 5:45 p.m. for San Jose Mexican Grill & Cantina new alcohol license application. The floor was opened to the public for questions and/or comments.

GRANTING AUDIENCE TO THE PUBLIC:

There were no public comments.

ADJOURNMENT:

Mayor Morrissey declared the public hearing closed at 5:46 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk

CITY COUNCIL MEETING
March 2, 2015
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, March 2, 2015 in the Council Chamber at City Hall.

PRESENT WERE:

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

CITY OFFICIALS PRESENT:

John J. Holman, City Manager
Jennifer Brown, Finance Director
Donna Folsom, Human Resources Director
Michele Wood, Assistant Planner
Bobby Marr, Public Works Director
Robby Horton, Fire Chief
Timothy Hatch, Police Chief

CALL TO ORDER:

Mayor Morrissey called the City Council Meeting to order at 6:00 p.m. Councilmember Sam Colville 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: *February 2, 2015 Regular City Council Meeting Minutes*

Councilmember Williams moved to approve the February 2, 2015 Regular City Council Meeting Minutes. Councilmember Colville seconded the motion. Councilmember Powierski moved for discussion and stated under, "Granting Audience to the Public", Mr. Canning comments should state he invited people to wear a costume and walk in the Mardi Gras Parade. Councilmember Williams amended her motion to include the revision. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

February 2, 2015 Executive Session Meeting Minutes

Councilmember Reilly moved to approve the February 2, 2015 Executive Session Meeting Minutes. Councilmember Williams seconded the motion. Voting was unanimous in favor of the motion.

PRESENTATIONS:

Mayor Morrissey moved the Trolley Building presentation under Board Announcement (Vacancy) and added Transmap (Pavement Condition Survey) under Trolley Building.

CARL, RIGGS, & INGRAM, LLC: *Tom Carmichael (Auditor)*

Mr. Carmichael gave a brief background on the company, audit process and overview of various City funds/capital assets/long-term debt. Mr. Carmichael stated the City was in good shape and congratulated the Finance Department/City on a job well done with no significant findings. The Mayor and City Council thanked the Finance Department and City personnel for their hard work. Mr. Carmichael's report is part of the official minutes.

DEVELOPMENT AUTHORITY OF ST. MARYS (IDA) ANNUAL REPORT:

(Robert Divine, Chairman)

Mr. Divine spoke briefly on the history of the Development Authority of St. Marys, future options for the authority and property currently owned. Mr. Divine presented various suggestions to City Council regarding long term and interim strategic planning. Mr. Divine stated the authority is requesting direction from the City regarding their role in the future of St. Marys. Mr. Divine stated one recommendation from the authority is for the City to consider hiring a professional to evaluate long term benefits/problems regarding the Gilman property (best uses whether industrial/residential/commercial or educational). The Mayor and Council thanked Mr. Divine and members of the authority for their dedication and work.

LIBRARY BOARD ANNUAL REPORT: *(Arlene Norris, Chairman)*

Mrs. Norris gave the annual report for the Library Board, discussing library statics, technology, programs, volunteer hours, grants and internet discounts. Mrs. Norris invited the Council and public to get a library card and visit the St. Marys Library. The report has been attached as part of the official minutes.

BOARD APPOINTMENT (VACANCY):

Development Authority of St. Marys (Simon Scott)

Mayor Morrissey announced an opening on the Development Authority of St. Marys.

TROLLEY BUILDING: *Bobby Marr (Public Works Director)*

The Public Works Director gave an update on the following: building design, building costs, proposed new location site (space between Howard Gilman Memorial Park and Lang's Seafood Restaurant), insurance funds, and potential cost savings through volunteers/Habitat for Humanity/Kiwanis and City personnel. The Mayor and Council stated they liked the new proposed location, directed Mr. Marr to move forward and return for an update in four to six weeks.

TRANSMAP CORPORATION (PAVEMENT CONDITION SURVEY): *Bobby Marr (Public Works Director)*

Mr. Craig Schorling of Transmap Corporation gave a brief overview of procedures, equipment, vehicles and software that would be utilized in gathering data for the Pavement Condition Survey. Mr. Schorling stated each segment of road would be rated on a scale of 0-100, sidewalks conditions along with width/length and maps would also be included in the report. Mr. Marr stated only City maintained roads would be evaluated and included in the report which would exclude private, county and state maintained roads.

SET CONSENT AGENDA (*):

Councilmember Reilly moved to approve the consent agenda as Old Business A, and New Business A, C, D and E. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

Councilmember Nutter made a motion to approve the agenda with revisions. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

GRANTING AUDIENCE TO THE PUBLIC:

Larry White, 102 Sylvia's Court: Mr. White gave an update on the Get Out to Vote Organization and their success at Mardi Gras.

Dick Russell, 93 Wright Street: Mr. Russell invited Council and the public to participate in the St. Marys River Clean Up with St. Marys Earthkeepers on Saturday, March 28, 2015 at Howard Gilman Memorial Park from 9:00 a.m. to 12:00 p.m.

Councilmember Williams notified the media there might be a quorum present for the clean-up.

OLD BUSINESS:

A. SAN JOSE MEXICAN GRILL & CANTINA LLC 2015 NEW ALCOHOL LICENSE (*):

Council consideration to approve a new 2015 liquor license for San Jose Mexican Grill & Cantina, LLC D/B/A San Jose Mexican Grill & Cantina for the sale of beer, wine and liquor on premise consumption with food

Councilmember Reilly made a motion to approve a new 2015 alcohol license for San Jose Mexican Grill & Cantina LLC D/B/A San Jose Mexican Grill & Cantina for the sale of beer, wine and liquor on premise consumption with food. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

NEW BUSINESS:

A. RESOLUTION-SOUTHEAST GEORGIA CONSOLIDATED HOUSING AUTHORITY MULTI-FAMILY HOUSING REVENUE BONDS (*): *John J. Holman (City Manager)*

Request approval of resolution for issuance of bonds

Councilmember Reilly made a motion to approve the resolution for Southeast Georgia Consolidated Housing Authority Multi-Family Housing Revenue Bonds. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

B. RESOLUTION-VILLAGE AT WINDING ROAD PHASE II: *John J. Holman*

(City Manager) Request approval of resolution authorizing application for Housing Income Tax Credits

Councilmember Reilly made a motion to approve the resolution for the Village at Winding Road Phase II for Housing Income Tax Credits. Councilmember Williams seconded the motion. Voting was unanimous in favor of the motion.

C. HOWARD GILMAN MEMORIAL PARK (WEDDING RECEPTION) ALCOHOL REQUEST (*):

John J. Holman (City Manager)

Alexandria Brantley requests permission to serve alcohol at her wedding reception in Howard Gilman Memorial Park on September 26, 2015

Councilmember Reilly made a motion to approve the request for alcohol in Howard Gilman Memorial Park (Wedding Reception) on September 26, 2015 adhering to all stipulations submitted from Alexandria Brantley. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

D. PAVEMENT CONDITION SURVEY & EVALUATION SERVICES CONTRACT AWARD (*):

Bobby Marr (Public Works Director)

Request authorization for Mayor John F. Morrissey to sign contract with Transmap Corporation for Pavement Condition Survey in the amount of \$45,442.83

Councilmember Reilly made a motion to award the Pavement Condition Survey and Evaluation Services Contract to Transmap Corporation in the amount of \$45,442.83. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

E. BUDGET ORDINANCE-ORANGE HALL AIR CONDITIONING (*): Jennifer Brown
(Finance Director)

Request approval to amend the FY 2015 General Fund Budget for air conditioning repair and replacement at Orange Hall

Councilmember Reilly made a motion to amend the FY 2015 General Fund Budget for air conditioning repair and replacement at Orange Hall. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

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

The Finance Director presented the seventh month financial report on revenues and expenditures for the General, Tourism, SPLOST, Water & Sewer, Solid Waste, and Aquatic Center Funds for FY 2015. The Mayor and Council thanked the Finance Director for doing a good job. Mayor Morrissey stated information regarding Coastal Regional Coaches (bus transportation system) was printed on the back of water/sewer bill to better inform residents of a valuable service available to them. A copy of the report is attached as part of the official minutes.

B. MONTHLY SEA GRANT UPDATE: *Michele Wood (Assistant Planner)*

The Assistant Planner spoke about an upcoming meeting with personnel from Sea Grant and the University of Georgia Marine Extension Program regarding the Executive Report and future steps to move forward. Mrs. Woods stated a work session will be presented to City Council once all information was received. Mrs. Woods also gave a brief update on the Community Rating System (CRS).

C. CITY CALENDAR: City Clerk

The City Clerk announced the upcoming events, activities and meetings up to March 16, 2015.

REPORT OF MAYOR:

Mayor Morrissey mentioned the fantastic attendance at Mardi Gras, Arbor Day Celebration which included planting five live oak trees and Georgia Municipal Association (GMA) "If I Were Mayor Essay Contest".

GRANTING AUDIENCE TO THE PUBLIC:

Eddie Rhone, 4320 Highway 40 East: Mr. Rhone gave historical information regarding the old Trolley System routes, location and businesses in St. Marys. Mayor Morrissey invited Mr. Rhone to participate in the dedication ceremony once the project is complete.

MAYOR AND COUNCIL COMMENTS:

Councilmember Williams mentioned the well-attended welcome for the Bike Ride Across Georgia (BRAG) Event at the Visitor's Center and thanked Terry and Darlene Landreth for their assistance. Councilmember Colville thanked Roger Weaver (former Planning Director) for his hard work and dedication and wished him well in retirement. Councilmember Reilly stated Terry Landreth would be working with him to present information on bike paths at a Work Session on March 16, 2015. Mr. Reilly stated the project would attract various tourists to the area and add to the quality of life in St. Marys. Mr. Reilly also invited people to attend the Navy League event on Thursday, April 2, 2015.

Councilmember Gant spoke about the Atlanta Fly-In coordinated by the Camden County Chamber of Commerce, various entities that attended and the valuable meeting with personnel from Georgia Department of Transportation. Councilmember Powierski gave a brief update on the authorities, boards and commission meetings Councilmembers Colville and Reilly attended with her to aid in gathering data for the Master Plan.

CITY MANAGER'S COMMENTS:

The City Manager spoke about the following projects, policies and plans: Police Department's certification schedule, purchasing policy with Finance, FY 2016 Budget Process, Community Development CIG Grant (Storm Water Management) and Storm Water Enterprise Fund, Washington Oak & Pump, pavilion dock, sign ordinance from Historic Preservation Commission, Gaines Davis, Marshview Lane/Wright Street, St. Marys and Highway 40 Exit, fountain lights bids, Pavement Condition Survey, Kiwanis One Day Project (Howard Gilman Memorial Park), Atlanta Fly-In, St. Marys & Haddock Roads, employee openings, Personnel Policy revisions, Fire Safety Grant, Visioning & Master Plan, Downtown Main Street Grant submittal, social media site updates and Wayfinding Project. Mr. Holman thanked Becky Myers (Main Street Coordinator) for her assistance with the last minute grant sent to the City and thanked Roger Weaver for all his hard work wished him well in retirement.

EXECUTIVE SESSION: There was no Executive Session.

ADJOURNMENT:

Councilmember Nutter made a motion for adjournment. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion. Mayor Morrissey declared the meeting adjourned at 7:54 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk



CASA
Court Appointed Special Advocates
FOR CHILDREN



Joint Proclamation

of the
City of St. Marys, City of Kingsland, City of Woodbine, Camden County Board of County Commissioners,
Camden County Schools, Community Leaders, Naval Submarine Base Kings Bay, & Camden County CASA

Declaring April 2015 Child Abuse Prevention Month

HEREAS, child abuse and neglect is a complex and ongoing problem in our society, affecting many children in Camden County; and

HEREAS, every child is entitled to be loved, cared for, nurtured, to feel secure, and to be free from verbal, sexual, emotional and physical abuse and neglect; and

HEREAS, it is the responsibility of every adult who comes in contact with a child to protect that child's inalienable right to a safe and nurturing childhood; and

HEREAS, Camden County has dedicated individuals and organizations, such as the Camden County CASA program, who work daily to combat the problem of child maltreatment and to help parents obtain the assistance they need; and

HEREAS, our communities are stronger when all citizens become aware of child abuse prevention and become involved in supporting parents raise their children in a safe and nurturing environment; and

HEREAS, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, the military community, law enforcement agencies, and the business community; and

HEREAS, all citizens, community agencies, faith organizations, and businesses will work to increase their efforts to support families; and

NOW, THEREFORE, BE IT RESOLVED that the leaders of the Camden County hereby proclaim the month of April 2015, to be

Child Abuse Prevention Month

The leaders of our community commend this observance during April 2015 to the citizens of Camden County.

RESOLVED this 1st day of April, 2015.

Jimmy Starline,
Chairman Camden County
Board of County Commissioners

Kenneth Smith,
Mayor
City of Kingsland

John F. Morrissey,
Mayor
City of St. Marys

Steven L. Farrott,
Mayor
City of Woodbine

Capt. James W. Jenks, USN
Commanding Officer
Naval Submarine Base
Kings Bay

Steve Howard,
County Administrator

Sheila McNeil,
President
The Camden County Partnership

Dr. Will Hardin,
Superintendent
Camden County School System

Jim Proctor,
Sheriff
Camden County

Darryl Griffin,
Chief of Police
City of Kingsland

Tim Hatch,
Chief of Police
City of St. Marys

Charlene Sears,
Executive Director
Salvation Army

Dale Blanton,
Vice Chairman
Family Violence Task Force

Jennifer Lewis,
Chief Judge
Magistrate Court of Camden County

Howard Sepp,
VP/Administrator
Southeast Georgia Health System
Camden Campus

Jill Helton,
Publisher
Tribune and Georgian

Tricia Jared,
Executive Director
Kingsland DDA/ City of Kingsland

Nora Norah Shusko, RN
Manager, Maternity Care Center
SGHS - Camden Campus

Shantay Gibbs,
Executive Director
Camden County United Way

Celenda Perry,
Executive Director
Camden Community Alliance and
Resources

Both Griffin,
County Director
Department of Family and
Children Services, Camden County

Lisa Dickerson, MBA, MSN
Chairman, CASA Board of Directors
Assistant Administrator, Patient Care
Services SGHS - Camden Campus

O. Brent Green, Judge
Juvenile Court
Camden County

Bridget Wynn,
Executive Director
Camden County CASA

Proclamation

of the City of St. Marys, City of Kingsland, City of Woodbine,
Camden County Board of Commissioners & St. Marys EarthKeepers

Declaring March 28, 2015, Earth Hour 2015,
Between 8:30 p.m. – 9:30 PM

WHEREAS, Earth Hour 2015 is a global call to action to every individual, every business and every community; it is a call to stand up, to take responsibility, and to get involved in working towards a sustainable future; and

WHEREAS, our community is deeply concerned about the impact of climate change and the future health and well being of our planet and believes energy efficiency and natural resource conservation are important elements to combat climate change; and

WHEREAS, in 2014 the entire world witnessed the Earth Hour phenomenon sweep across the planet in its eighth (8th) year, as World Wildlife Fund's Earth Hour 2014 broke all records of mass participation mobilizing hundreds of millions of people to become everyday Super Heroes for the planet, and

WHEREAS, hundreds of millions of people participated, joining iconic landmarks from around the world that went dark by turning out their nonessential lights in the largest climate change event of all time. People all over the world showed that they were committed to joining the unified global movement in fighting the climate crisis; and

WHEREAS, Earth Hour is both an international and local symbolic event organized by the World Wildlife Fund to raise awareness about climate change issues, to encourage businesses, individuals and government to take actions to reduce their carbon emissions and their impact on the environment in their daily lives and operations; and

WHEREAS, March 28, 2015 at 8:30 p.m. local time World Wildlife Fund is asking individuals, businesses, governments and organizations around the world to turn off all nonessential lighting for one hour, Earth Hour, to make a global statement of concern about climate change and to demonstrate their commitment to finding solutions.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CAMDEN COUNTY BOARD OF COUNTY COMMISSIONERS that the City of St. Marys, City of Kingsland, City of Woodbine, Camden County Board of County Commissioners and the St. Marys EarthKeepers hereby declare by joint Proclamation **March 28, 2015**, beginning at 8:30 p.m., for one hour, **Earth Hour 2015**.

Together we can make a difference.

PROCLAIMED this ____ day of March, 2015,

St. Marys EarthKeepers

City of Kingsland

Chair

Mayor

City of St. Marys

City of Woodbine

Mayor

Mayor

Camden County Board of County Commissioners

Chair



Proclamation

By the Mayor of the City of St. Marys, Georgia

GEORGIA CITIES WEEK

- WHEREAS**, City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and
- WHEREAS**, City government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and
- WHEREAS**, City governments are the closest to most citizens, and the one with the most daily impact upon its residents; and
- WHEREAS**, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and
- WHEREAS**, the week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and
- WHEREAS**, the Georgia Municipal Association (GMA) and its member cities have joined together to teach students and other citizens about municipal government which is closest to the people;
- WHEREAS**, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement; and

NOW, THEREFORE, BE IT RESOLVED, that the City of St. Marys declares April 19-25, 2015 as "Georgia Cities Week".

BE IT, FURTHER RESOLVED, that the City of St. Marys encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

"GEORGIA CITIES WEEK APRIL 19 - 25, 2015"

IN WITNESS WHEREOF, I have hereunto set my hand this 16TH day of March, in the year of our Lord two thousand and fifteen.

City of St. Marys, Georgia

By: _____
John F. Morrissey, Mayor

Attest: _____
Deborah Walker-Reed, City Clerk

Board Appointment
Development Authority of St. Marys
(1 position)

Marco Construction Enterprises Inc.

309 Mahan Street

Saint Mary's, Georgia 31558

March 11, 2015

City of Saint Marys City Hall
John J. Holman
City Manager
418 Osborne Street
Saint Mary's, GA 31558

Hello John,

It was a pleasure meeting you last week.

I would like to take this opportunity to thank you for your invitation to seat on the board of the Saint Marys Development Authority.

My background is in Commercial Construction and I have been in the industry for thirty plus years. I currently work in the regional area of Southeast Georgia and reside in the city of Saint Marys.

My professional designation is General Contractor Qualifying Agent and General Contractor Limited Tier Qualifying Agent my license numbers are as follows:

License Number:

License Number:

Please feel free to contact me to discuss the opportunity to join you on the board or anything I can be of service to you and the City of Saint Marys.

Best Regards,

Marc E. Ottinger

Marco Construction Inc

309 Mahan Street

Saint Marys, GA 31558

New Business

CITY COUNCIL MEETING
March 16, 2015

TITLE: Senior Center Advisory Committee: *Rules of Procedures*

PURPOSE: Request adoption of the Senior Center Advisory Committee Rules of Procedures changes voted on March 10, 2015.

RECOMMENDATION: Approval

HISTORY/ANALYSIS: The Senior Advisory Committee on Tuesday, March 10, 2015 voted to adopt changes to the Rules of Procedure at their regular scheduled meeting. Please find changes attached.

**Department
Director:** _____

Lundy Howell

**City
Manager:** _____

[Signature]

**Rules of Procedure
City of St. Marys
Senior Advisory Committee**

I. Purpose

To establish procedures for conducting Senior Advisory Committee (SAC) meetings, to define membership and member terms and rules regulating the operations of the senior advisory council.

II. General Rules

The St. Marys Senior Advisory Committee shall be governed by the rules and regulations set forth by the St. Marys Mayor and Council as authorized in Article 4, Section 4-103 of the City of St. Marys Charter. Each board, commission or council may establish bylaws, rules, and regulations not inconsistent with the Charter, ordinances, or applicable state law as it deems appropriate and necessary for its internal organization, election of officers, and the conduct of its affairs, copies of which shall be filed with the city clerk and approved by the mayor and council prior to their being effective.

III. Members, Officers, and Duties

- A. General. The SAC shall be comprised of 7 members, the majority of whom shall have demonstrated special interest, experience, or education in care and welfare of senior adults. Any individual interested in serving on the SAC must submit a resume detailing their qualifications. The resumes will be reviewed by the Human Resources staff and the Executive Department staff. The City Manager will make recommendations to Council for SAC membership. Each member shall be approved by the Mayor and Council. The SAC will have one City Council member appointed to the SAC and the Senior Center Services Director and one senior center member will serve as ex officio members. The voting members of the SAC shall consist of the six Council approved members and the City Council member, who shall have a vote. The chairperson shall only vote in the event of a tie.
- B. Chairperson. The voting members of the Senior Advisory Committee shall elect a chairperson. His/her term shall be one year and he/she may serve consecutive terms. The chairperson shall decide all points of order and procedure, subject to these rules, unless directed otherwise by a majority of the SAC in session at the time. The chairperson shall appoint any subcommittees found necessary to investigate any matters before the SAC.
- C. Vice-Chairperson. A vice-chairperson shall be elected by the SAC from among its members in the same manner as the chairperson and shall be eligible for re-election. He/she shall serve as acting chairperson in the

absence of the chairperson, and at such times he/she shall have the same powers and duties as the chairperson.

- D. Secretary. A secretary shall be elected by the SAC from among its members in the same manner as the Chairperson and shall be eligible for re-election. The secretary shall be responsible for documenting the minutes of each meeting and supplying them to the SAC at the subsequent meeting for SAC approval. The Secretary shall also be responsible for any committee correspondence.
- E. Elections. Terms for officers, chairperson, vice-chairperson and secretary, shall begin in January.
- F. Terms of Appointments. Terms of appointment for SAC members shall be three years from date of appointment, ending December 31. Members may not serve more than two consecutive terms. Partial terms, appointed to fill a vacancy, will not be counted when determining the number of consecutive terms served.
- G. Attendance at Meetings. Should a member fail to attend three regular meetings of the SAC within a 12 month period, and should there be no adequate excuse for such absences, the chairperson, with the concurrence of a majority of the entire SAC, shall recommend to the Mayor and Council that a vacancy be declared and that the vacated position be filled.

IV. Meetings

- A. Regular meetings of the SAC shall be held on the ~~first~~ second Tuesday of each month at 10:30 ~~10:00~~ A.M. in a designated area, provided that meetings may be held at some other convenient place if directed by the chairperson in advance of the meeting.
- B. Special Meetings. Special meetings of the SAC may be called at any time by the chairperson. At least 24 hours notice of the time and place of special meetings shall be given, by the secretary or by the chairperson, to each member of the SAC and the public.
- C. Cancellation of Meetings. Whenever there is no business for the SAC, the chairperson may dispense with a regular meeting by giving notice to all SAC members and the public not less than 24 hours prior to the time set for the meeting.
- D. Quorum. A quorum shall consist of 4 members of the SAC.
- E. Conduct of Meetings. All meetings shall be open to the public. The order of business at regular meetings shall be as follows: (a) roll call; (b) approval of minutes of previous meetings; (c) director's report; (d) subcommittee reports; (e) old business; (f) new business.

V. SAC Roles

- A. Expand services to senior citizens
 - i. Educational
 - ii. Health
 - iii. Nutritional

- iv. Recreation
- v. Facility Enhancement
- vi. Social
- vii. Volunteers
- B. Special events for senior citizens
 - i. Dining out
 - ii. Dances
 - iii. Parties
 - iv. Field Trips
 - v. Others
- C. Advise City Council on senior citizens' needs
- D. Assess and advise on transportation needs
- E. Advertise and promote senior center

CITY COUNCIL MEETING
March 16, 2015

TITLE: COLOR COPIER/PRINTER/SCANNER/FAX EXECUTIVE OFFICE

PURPOSE: Authorization to lease office equipment.

RECOMMENDATION: Approval

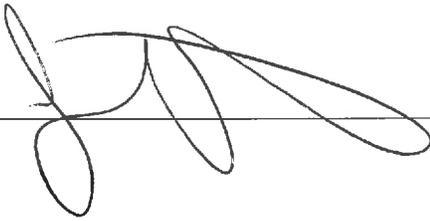
HISTORY/ANALYSIS: The Executive office copier is aging and parts are hard to find or no longer in existence.

Quotes were received from two vendors for a 60 month lease on a new copier and maintenance costs associated with it.

VENDOR	YEARLY COST
Golden Isles Office Equipment	\$3247.95
Herrin Document Systems	\$3855.42

A comparison analysis identifies yearly savings \$607.47 by selecting Golden Isles Office Equipment. Golden Isles Office Equipment is the state contract provider for Konica Minolta machines.

Department Director: 

City Manager: 



Georgia

GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACT FOR HIGH CAPACITY MFDs
(SEGMENTS 5+)

USER AGENCY LEASE AGREEMENT	
Contractor's Full Legal Name:	
Contractor's Statewide Contract #:	
User Agency Name:	
User Agency Billing Address:	

WHEREAS, the Georgia Department of Administrative Services ("DOAS") on behalf of the State of Georgia (the "State") established the above referenced Statewide Contract by and between DOAS and Contractor;

WHEREAS, the User Agency desires to lease equipment from Contractor in accordance with the terms of the Statewide Contract and this User Agency Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- EQUIPMENT AND SERVICES.** Pursuant to the terms and conditions of the Statewide Contract, Contractor agrees to lease to User Agency the Equipment identified in the Equipment Schedule attached hereto as Attachment 1 and incorporated herein by reference (collectively and individually, the "Equipment"). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Contractor agrees to provide to the User Agency the installation and maintenance and other services described in the Statewide Contract.
- TERM AND RENEWAL.** The initial term of this User Agency Lease Agreement shall begin on the Effective Date and end on June 30th of the then-current State fiscal year (July 1 – June 30). Thereafter, the User Agency Lease Agreement may be renewed at the sole discretion of the User Agency on a year-to-year basis (one renewal term at a time) for the period of time identified in Attachment 1. User Agency may, at its sole option, renew as to all of the Equipment and services to be provided hereunder or as to only selected Equipment and services. The terms and conditions of this User Agency Lease Agreement shall apply during any and all renewals.
- SHIPPING AND DELIVERY.** Contractor shall pay for packing, crating, and shipping of the Equipment to and from the User Agency and shall install the Equipment at the User Agency's premises at no cost to the User Agency. Shipment/Delivery shall be FOB: Destination.
- PAYMENT AND ACCEPTANCE.** User Agency agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the User Agency as hereinafter provided. Contractor shall not invoice User Agency in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any services in accordance with the

schedule set forth in the Statewide Contract or the time specified in Attachment 1 (whichever is later). Unless otherwise agreed to by Contractor and the User Agency, Contractor shall provide written notification of completion of the delivery, installation and any other required services to the User Agency ("Delivery/Installation Notice"). User Agency shall have thirty (30) days from the date of receipt of the Delivery/Installation Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of acceptance by the User Agency, the obligation to pay shall be effective on the first (1st) day of the Acceptance Period. The failure of the User Agency to issue an acceptance or rejection notice on or before the end of the Acceptance Period shall be deemed an acceptance of the Equipment or services. In the event User Agency issues a rejection notice, Supplier shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. User Agency shall not unreasonably withhold or delay such acceptance or rejection.

5. **TERMINATION.** Termination of this User Agency Lease Agreement shall be governed by the following provisions:
- a. Each party has the right to terminate this User Agency Lease Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Contractor shall provide prompt written notice to DOAS of any and all default notices sent to a User Agency.
 - b. Provided that Contractor is in default of this User Agency Lease Agreement, User Agency may terminate this User Agency Lease Agreement, in whole or in part, by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
 - c. User Agency may terminate this User Agency Lease Agreement, in whole or in part, immediately, without notice, if: (i) User Agency deems that such termination is necessary to prevent or protect against fraud or otherwise protect User Agency's personnel, facilities or services; or (ii) Contractor is debarred or suspended from performing services on any public contract(s).
 - d. If User Agency terminates this User Agency Lease Agreement for convenience prior to the expiration of the current fiscal year term, or if Contractor terminates this User Agency Lease Agreement as set forth in subsection (a) above, then User Agency will be responsible for the payment of all amounts remaining in the unexpired portion of the current term, plus any unpaid invoices unless those invoices are in dispute.
6. **EQUIPMENT RETURN.** Unless title to the Equipment is transferred to the User Agency as provided in the Statewide Contract, Equipment will be returned to Contractor in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted. Upon the termination or expiration of this User Agency Lease Agreement, Contractor shall promptly return to User Agency all papers, materials and other property of User Agency then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is composed of software, and in machine-readable and printed formats to the extent such work is composed of documentation). Contractor will work with State Entity to comply with all State laws, rules and standards, including the Georgia Technology Standard SS-08-035.01 "Media Sanitization – Vendor Return" (or any successor policy) to facilitate the electronic wiping or physical removal of the hard drive from the Equipment at a cost that does not exceed the Contractor's published price for such services under the Statewide Contract.

7. **FUNDING.** The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exists or is determined to be insufficient, this User Agency Lease Agreement shall terminate without further obligation of the User Agency as of that moment. The determination of the User Agency as to the occurrence of the events stated herein shall be conclusive; User Agency represents, however, that it will use reasonable care that the termination of this User Agency Lease Agreement will not be frivolous, but rather will result from a reduction of funding.
8. **PURCHASE OPTION.** User Agency, at its sole discretion, shall have the option to purchase leased equipment at pricing mutually agreeable to User Agency and Contractor but not to exceed the following:

If the equipment is leased for...	Then the purchase price at the end of the full lease term shall be no more than...
36 months	15% of original purchase price
48 months	13% of original purchase price
60 months	10% of original purchase price

9. **TAXES.** All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, neither DOAS nor the User Agency makes any representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, User Agency will provide a certificate of tax exemptions which apply to this User Agency Lease Agreement.
10. **ASSIGNMENT.** Contractor shall not assign or subcontract the whole or any part of this User Agency Lease Agreement.
11. **WAIVER AND SEVERABILITY.** The waiver by User Agency of any breach of any provision contained in this User Agency Lease Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this User Agency Lease Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this User Agency Lease Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this User Agency Lease Agreement have no substantive meaning or content and are not a part of this User Agency Lease Agreement.
12. **APPLICABLE LAW AND VENUE.** This User Agency Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

13. NOTICES. All notices, requests, or other communications excluding invoices hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

USER AGENCY	CONTRACTOR
Name:	Name:
Title:	Title:
Address:	Address:
Email Address:	Email Address:

14. TITLE AND RISK OF LOSS. Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the User Agency shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is accepted by User Agency in accordance with Section 4 "Payment and Acceptance". Insurance during shipment and until the Equipment is accepted by User Agency is the responsibility of the Contractor.

15. ENTIRE AGREEMENT. This User Agency Lease Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this User Agency Lease Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this User Agency Lease Agreement effective the date first written above.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Address:	

USER AGENCY

User Agency's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Address:	

**Attachment 1
36 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	
Phone Number:	
Email:	
User Agency Delivery Address:	
Delivery Date:	

36 MONTH LEASE TERM	
Total Lease Term:	36 MONTHS
Initial Term:	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 36 months .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:		
Serial Number:		
Accessories/Additional Components:		
Services/Maintenance:		
Total Monthly Payment (excluding per page click charges):		

PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)			
Black & White per page Click Charge:		Color per page Click Charge:	

**Attachment 1
48 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	
Phone Number:	
Email:	
User Agency Delivery Address:	
Delivery Date:	

48 MONTH LEASE TERM	
Total Lease Term:	48 MONTHS
Initial Term:	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 48 months .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:		
Serial Number:		
Accessories/Additional Components:		
Services/Maintenance:		
Total Monthly Payment (excluding per page click charges):		

PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)			
Black & White per page Click Charge:		Color per page Click Charge:	

**Attachment 1
60 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	
Phone Number:	
Email:	
User Agency Delivery Address:	
Delivery Date:	

60 MONTH LEASE TERM	
Total Lease Term:	60 MONTHS
Initial Term:	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Fourth Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 60 months .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:		
Serial Number:		
Accessories/Additional Components:		
Services/Maintenance:		
Total Monthly Payment (excluding per page click charges):		

PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)			
Black & White per page Click Charge:		Color per page Click Charge:	

COUNCIL MEETING

March 16, 2015

TITLE: DANDY STREET CELL TOWER CONTRACT RENEWAL

PURPOSE: Approve Contract Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, for Lease of the Dandy Street Water Tower as a Cell Tower Site.

RECOMMENDATION: Approval

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) years 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.

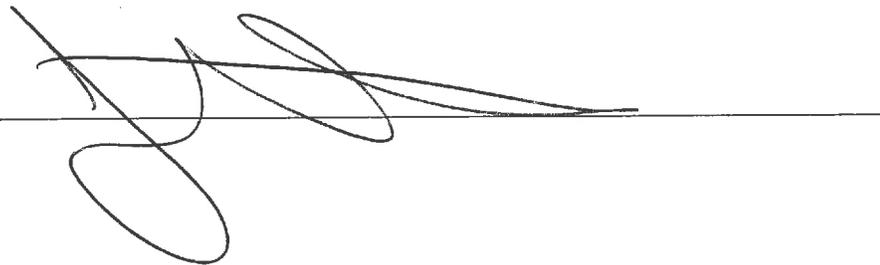
ALLTEL has changed to New Cingular Wireless and has requested a Third amendment to the agreement. GMA and City staff, including the City Solicitor, Bobby Marr and I have completed working on a revised agreement. Major changes to the agreement include:

- New Cingular Wireless is no longer the owner of the Marsh Bluff Tower so this is no longer a reciprocal agreement.
- Monthly rental will be revised from \$500.00 per month to \$3,500.00 per month (\$6,000 per year to \$42,000 per year).

- Payment from New Cingular Wireless to City of \$3,000 to help defray administrative costs of contract.
- New Cingular Wireless can update current equipment and increase antennas by 6 antennas.
- 15% Cost of Living Increase to Monthly Rentals after First Five Year of the Lease Agreement.

I want to thank Bobby Marr, the City Solicitor and Greg Fender –GMA for their assistance in bringing these negotiations to a successful conclusion.

City Manager:

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

Market: _____
Cell Site Number: _____
Cell Site Name: St. Marys
Fixed Asset Number: 12985369

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of St. Marys, a municipal corporation, having a mailing address of 418 Osborne Street, St. Marys, GA 31558 ("**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

City owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at or near the intersection of Dandy Street and State Highway 40, in the County of Camden, State of Georgia (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. City desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement. The parties to this Lease agree and acknowledge that this Lease replaces in full a certain Reciprocal Antenna Tower Lease Agreement dated March 15, 1995 ("Prior Lease") by and between City and Tenant (or their respective predecessors in interest). The Prior Lease is terminated, effective as of the Effective Date. City represents that it has all proper authorizations for City's equipment, if any, at the Georgia 12 Site (as defined in the Prior Lease) and City hereby releases and holds Tenant harmless from any liability under the Prior Lease. The parties are hereby released from all rights and obligations under the Prior Lease except for those that explicitly survive the termination of the Prior Lease.

The parties agree as follows:

1. **LEASE OF PREMISES.** City hereby leases to Tenant:

(i) approximately 5,405.97 square feet including the air space above such ground space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). City agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. City further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into City's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**"

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a

suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation 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, at no additional cost to Tenant or City (collectively, the "**Permitted Use**"). City and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, City's execution of this Agreement will signify City's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, City grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of City's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees that it will not modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement without City's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. However, Tenant will be allowed to make any alterations to the Property without City's consent in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies City in writing of Tenant's intention not to renew sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) The Initial Term and any Extension Terms are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date this Agreement is executed (the "**Rent Commencement Date**"), Tenant will pay City on or before the fifth (5th) day of each calendar month in advance Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to City within forty-five (45) days after the Rent Commencement Date. If any payment required by this Agreement is not actually received by the City on or before the applicable date fixed in this Agreement, the Tenant shall pay interest thereon, from the due date to the date paid at a rate of 1 percent per month but in no event shall such interest be at a rate or amount which exceeds the maximum amount permitted by law.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by fifteen percent (15 %) over the Rent paid during the previous five (5) year term.

(c) In addition to Rent payable by Tenant hereunder, Tenant shall pay to City upon execution and delivery of this Agreement a one time nonrefundable administrative fee in the amount of Three Thousand (\$3,000.00) Dollars.

Any charges other than monthly rent, such as interest or taxes for example, that are payable by Tenant hereunder shall be billed by City within two (2) years from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by City and shall not be payable by Tenant. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) City agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). City authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) (i) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods and (ii) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to City, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its reasonable discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to City, if Tenant determines, in its reasonable discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses; or

(d) by Tenant upon sixty (60) days' prior written notice to City for any reason or no reason, so long as Tenant pays City a termination fee equal to six (6) months' Rent, at the then-current rate however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including City as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of City, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include City as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) City shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) City shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Tenant warrants that its use of the Premises will not interfere with any other radio frequency uses on the Property after execution of this Agreement as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant shall do whatever City deems commercially reasonably necessary to cure such interference in the time frame below provided, however, that all costs related to remedying such interference shall be the responsibility of the future party, unless such interference is due to failure, defects or deficiencies in Tenant's systems, equipment or installation as demonstrated to Tenant's reasonable satisfaction. If a frequency intermodulation or propagation study provided by such future party indicates, to Tenant's reasonable satisfaction, that the interference is from Tenant's systems, equipment or installation then Tenant will cause such interference to cease within forty-eight (48) hours after receipt of notice of interference and a copy of such intermodulation or propagation study from City. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(b) Tenant acknowledges that City may license, space at and upon the Tank to third parties for the installation and operation of radio communications facilities, provided that City will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Additionally, City will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property for the installation and operation of communications equipment on the Tower or Property unless such third party shall first have a frequency intermodulation or propagation study conducted and the results of such study confirm, and the third party certifies to City, that such third party's intended use of the Property shall not cause any frequency intermodulation problems or interference between such third parties' intended frequencies and those utilized by any and all other communications equipment located on the Property. Upon request, City will notify Tenant of the name and address of any third party to whom City has granted the right to install and operate communications equipment on the Tower or Property and provide the results of any frequency intermodulation or propagation study to Tenant.

(c) Except as set forth in Section 14(e), City will not, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. City will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, City shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold City harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the

Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of City, its employees, agents or independent contractors.

(b) To the extent permitted by applicable law, City agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement or the Prior Lease, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors. Notwithstanding this provision, however, or any other provision of this Agreement, (i) Tenant acknowledges the City is a political subdivision of the State of Georgia, and a public body, corporate and politic and generally does not have the authority to enter into an Agreement to indemnify any party, (ii) City does not represent that it has the right or power to give any indemnification and expressly disclaims any power or authority to indemnify Tenant whatsoever; and (iii) all of City's indemnification obligations in this Agreement are hereby limited such that City's obligation to indemnify is binding and enforceable on City only to the extent that City may legally agree to indemnify Tenant or any other party without committing and ultra vires act, even if such indemnification obligation is not expressly limited by similar language in this Agreement. Nothing prohibits Tenant from filing claims against the City pursuant to applicable law and in accordance with applicable legal process.

(c) The indemnified party (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and City each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) City represents, warrants and agrees that: (i) City solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then City grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under City; (iv) City's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on City; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, City will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by City and the holder of such security interest.

11. ENVIRONMENTAL.

(a) To the best of City's knowledge, City represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. City and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may

now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) City and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). City agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of City for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of the City during the Term. Tenant agrees to hold harmless and indemnify City from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that renders the condition of the Premises or Property unsuitable for Tenant's use, or that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to City.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, City grants to Tenant an easement for such Access and City agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, City will execute a separate recordable easement evidencing this right. City shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, City shall execute additional letters during the Term.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. City covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of City that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises then City may remove all of Tenant's equipment located at the site or on the tower at Tenant's sole but reasonable cost and expense.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. City will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. City will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) In the event City determines that the installation or operation of Tenant's equipment is resulting in material corrosion or damage to the integrity of the Tank, Tenant shall take corrective action at its sole expense within sixty (60) days after City provides written notice with reasonably supporting documentation evidencing such corrosion or damage to make Tenant aware of such corrosion or damage in order to eliminate the corrosion or damage. If Tenant fails to take such corrective action within said sixty (60) day period, City may perform all the necessary corrective action at Tenant's sole cost and expense and such sum shall be due as an additional fee hereunder thirty (30) days after rendering of an invoice by City to Tenant.

(c) Tenant shall arrange for separate metering for all required electrical equipment.

(d) City hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises.

(e) Tenant recognizes that the primary function of the elevated Tank is to provide water storage for the City and its customers. Tenant understands that the City may find it necessary from time to time to interrupt and/or interfere with Tenant's use of the site in order to maintain, repair and monitor the tank. The City will make every effort to minimize such interruptions and Tenant will have no claim against City for such interference or interruption. City shall provide Tenant with ninety (90) days' written notice for scheduled, non-emergency work on the tank that is reasonably believed to interrupt or interfere with Tenant's operations of its equipment. City agrees to permit Tenant to place temporary transmission and reception facilities on the Property during such period.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from City of such failure to pay; (ii) Tenant's failure to cure an interference problem as required by Section 8 of this Agreement within forty eight (48) hours after written notice of such failure and receipt of intermodulation study referenced therein; or (iii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from City specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, City will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by City and a breach of this Agreement: (i) City's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) City's failure to cure an interference problem as required by Section 8 of this Agreement within forty eight (48) hours after written notice of such failure; or (iii) City's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if City has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of City. If City remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure City's default and to deduct the costs of such cure from any monies due to City from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without City's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to City of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement or sublease the Premises without City's consent and City's consent shall not be unreasonably withheld, conditioned or delayed.

17. **NOTICES.** All notices, requests and demands 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: St. Marys
 Fixed Asset No.: 12985369
 575 Morosgo Drive
 Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Department
 Re: Cell Site Name: St. Marys
 Fixed Asset No.: 12985369
 208 South 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: Office of the City Manager
 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.

19. **CASUALTY.** City will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, then Tenant may terminate this Agreement by providing written notice to Landlord. City may elect to repair, rebuild, or restore the site to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the site, in Tenant's sole determination, is restored to a useable condition for Tenant's operation. City agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If City determines not to rebuild or restore the Property, City will notify Tenant of such determination by giving Tenant written notice within thirty (30) days after the casualty or other harm and either party may thereafter terminate this Agreement. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

21. **TAXES.**

(a) Tenant shall be responsible for any taxes and assessments solely attributable to and levied upon Tenant's equipment and/ or improvements on the Premises and shall have no responsibility for any real property taxes.

(b) City shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant. For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate.

22. SALE OF PROPERTY.

(a) City shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If City, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property or Surrounding Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, City shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, City or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) City agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance is reasonably likely to interfere in an adverse manner with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by City or the prospective purchaser, any such testing to be at the expense of City or such prospective purchaser. If the radio frequency propagation tests demonstrate levels of interference reasonably unacceptable to Tenant, City shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for the specific purposes assessed by such tests.

(d) The provisions of this Section shall in no way limit or impair the obligations of City under this Agreement, including interference and Access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, City receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), City shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to City within the twenty (20) day period, City may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If City attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until City complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by City and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and City each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“Laws”) applicable to Tenant’s use of the Communication Facility on the Property. City agrees to comply with all Laws relating to City’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, City agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in City’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by City and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"CITY"

City of St. Marys

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ (date) by _____ (name of officer or agent, title of officer or agent) of
AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company,
on behalf of the limited liability company.

(Signature of Person Taking Acknowledgment)

(Title or Rank)

(Serial Number, if any)

CITY ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name and title of position).

(Signature of Person Taking Acknowledgment)

(Title or Rank)

(Serial Number, if any)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Structure Lease Agreement dated _____, 20___, by and between City of St. Marys, a municipal corporation, as City, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

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 abounds, 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°12'43"W) for a distance of 2,455.85 feet to a #5 rebar set; thence along property of St. Mary's Airport Authority South 76 degrees 47 minutes 00 seconds East (S76°47'00"E) for a distance of 161.51 feet to a fence post found the point of beginning; thence continuing along property of St. Mary's Airport Authority North 13 degrees 59 minutes 00 seconds East (N13°59'00"E) for a distance of 121.81 feet to a fence post found; thence continuing along property of St. Mary's Airport Authority South 76 degrees 31 minutes 45 seconds East (S76°31'45"E) for a distance of 147.00 feet to a fence post found; thence along property of St. Marys Airport Authority South 14 degrees 11 minutes 33 seconds West (S14°11'33"W) for a distance of 121.17 feet to a fence post found; thence continuing along property of St. Mary's Airport Authority North 76 degrees 47 minutes 00 seconds West (N76°47'00"W) for a distance of 146.56 feet to point of beginning and containing 0.41 acres (17,831.33 square feet).

The easement is legally described as follows:

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°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°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°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°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°47'00"W) for a distance of 161.51 feet to point of beginning containing 0.12 acres (5,405.97 square feet).

The Premises are described and/or depicted as follows:

See attached drawings.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

City represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[City Letterhead]

DATE

Building Staff / Security Staff
City, Lessee, Licensee
Street Address
City, State, Zip

Re Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

City Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

SAC NAME

SAC FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

Re: Cell Site #: _____; Cell Site Name: _____
Fixed Asset Number: _____
State: Virginia
County: _____

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between _____, a _____, having a mailing address of _____ (hereinafter referred to as "**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. City and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"CITY"

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

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

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ (date) by _____ (name of officer or agent, title of officer or agent) of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

(Signature of Person Taking Acknowledgment)

(Title or Rank)

(Serial Number, if any)

CITY ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ (date) by _____ (name and title of position).

(Signature of Person Taking Acknowledgment)

(Title or Rank)

(Serial Number, if any)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Memorandum of Lease dated _____, 20____, by and between _____,
a _____, as City, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as
Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CITY COUNCIL MEETING
March 16, 2015

TITLE: GLYNN-BRUNSWICK MEMORIAL AUTHORITY REVENUE BOND APPROVAL.

PURPOSE: Adopt a Resolution to Approve a Proposed Plan of Finance of the Glynn-Brunswick Memorial Hospital Authority.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The Glynn-Brunswick Memorial Hospital Authority proposes a plan to finance or refinance the costs of healthcare facilities and equipment at the Southeast Georgia Health System, Brunswick Campus, located at 2415 Parkwood Dr., Brunswick, GA and the Southeast Georgia Health System Senior Care Center located at 805 Dilworth St. and the Southeast Georgia Health System, Camden Campus, located at Dan Proctor Dr., St. Marys, GA., and the Senior Center located at 2611 Wildwood Dr., Brunswick, GA. Under the law the Hospital Authority may finance any project located outside of the city or county in which such hospital authority is located, provided such project is requested or approved by the governing bodies of the city or county in which the project is to be located and by the board of any hospital authority within such city and county.

A duly appointed hearing officer conducted a public hearing relating to the Plan of Finance following the publication of a notice of the Hearing and the Hearing Officer has presented a report to the City of St. Marys to the effect that the Hearing and the Notice complied with Section 147(f) of the Code. The Hearing Officer recommends and requests the City give the approval required by Section 147 of the Code and that the City acknowledge that the approval required has been given by the City. There will be no obligation or liability of the City.

The Plan of Finance involves the issuance by the Issuer, from time to time and in one or more series, or its revenue anticipation certificates in an aggregate principal amount not to exceed \$150,000,000.

Attachments:

Report of Hearing Officer Dated March 6, 2015.

Exhibit "A" "List of Attendees.

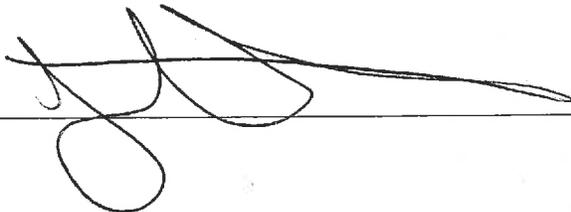
Exhibit "B" Summary of Comments.

Exhibit "C" Publishers Affidavit.

Exhibit "D" Plan of Finance"

City

Manager:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line that extends across the page.

APPROVAL OF THE CITY OF ST. MARYS, GEORGIA REGARDING THE
PROPOSED PLAN OF FINANCE OF THE GLYNN-BRUNSWICK
MEMORIAL HOSPITAL AUTHORITY

WHEREAS, The Glynn-Brunswick Memorial Hospital Authority (the "Issuer") is a public corporation and an instrumentality of the State of Georgia pursuant to provisions of the Hospital Authorities Law (O.C.G.A. Section 31-7-70, *et seq.*), as amended (the "Act"); and

WHEREAS, the Issuer proposes a plan of finance (the "Plan of Finance"); and

WHEREAS, the Plan of Finance involves the issuance by the Issuer, from time to time and in one or more series, of its revenue anticipation certificates in an aggregate principal amount not to exceed \$150,000,000 (the "Obligations"); and

WHEREAS, the proceeds of the Obligations will be used by the Issuer, Kings Bay Community Hospital, Inc. ("Kings Bay") or Southeast Georgia Health System, Inc. ("Health System") to (a) finance or refinance the costs of healthcare facilities and equipment (the "Projects") at (i) the Southeast Georgia Health System, Brunswick Campus, located at 2415 Parkwood Dr., Brunswick, Georgia, (ii) the Southeast Georgia Health System, Camden Campus, located at 2000 Dan Proctor Dr., St. Marys, Georgia, (iii) the Southeast Georgia Health System Senior Care Center located at 2611 Wildwood Dr., Brunswick, Georgia and (iv) the Southeast Georgia Health System Senior Care Center located at 805 Dilworth Street, St. Marys, Georgia and (b) pay costs of issuance of the Obligations; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the governmental unit having jurisdiction over the conduit issuer of the Obligations and over the area in which any facility financed or refinanced with the proceeds of the Obligations is located approve the issuance of such Obligations following a public hearing; and

WHEREAS, the duly appointed hearing officer of the Issuer (the "Hearing Officer") conducted a public hearing (the "Hearing") on behalf of the Issuer relating to the Plan of Finance following the publication of a notice of the Hearing (the "Notice"); and

WHEREAS, the Hearing Officer has presented a report to the City of St. Marys (the "City") to the effect that the Hearing and the Notice complied with Section 147(f) of the Code; and

WHEREAS, pursuant to the Act, any hospital authority created thereunder may finance any project located outside of the city or county in which such hospital authority is located, provided such project is requested or approved by the governing bodies of the city or county in which the project is to be located and by the board of any hospital authority located within such city and county; and

WHEREAS, the Hearing Officer recommends and requests that the City give the approval required by Section 147 of the Code and that the City acknowledge that the approval required by the Act has been given by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL, AS FOLLOWS:

1. The Plan of Finance, the issuance of the Obligations and the nature and location of the Projects is hereby approved to the extent required by Section 147(f) of the Code, as follows:

(a) The Projects will be located at the locations specified in the fourth recital hereto.

(b) The Issuer will be the initial owner and operator of the Brunswick Campus and the Senior Care Centers and will be the initial operator of the Camden Campus, and Kings Bay will be the initial owner of the Camden Campus. The operation of the Brunswick Campus, the Senior Care Centers and the Camden Campus is expected to be turned over to Health System or Kings Bay.

(c) The maximum face amount of the Obligations that will be issued as part of the Plan of Finance is \$150,000,000.

2. The City has authorized the Issuer to include the City within its "area of operation" (as defined by the Act). Therefore, the Plan of Finance, the issuance of the Obligations and the location and nature of the Projects have been approved to the extent required by the Act.

3. This approval is solely for the purpose of complying with the provisions of the Act and Section 147(f) of the Code and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property or a claim against the City, the State of Georgia, or any political subdivision or municipality thereof.

So Resolved as of this 16th day of March, 2015.

CITY OF ST. MARYS, GEORGIA

By: _____
Mayor

CLERK'S CERTIFICATE

The undersigned Clerk of St. Marys, Georgia (the "City"), does hereby certify that the foregoing constitutes a true and correct copy of a resolution pertaining to a plan of finance of The Glynn-Brunswick Memorial Hospital, which was duly adopted on March 16, 2015, by the City Council in a regular meeting duly called and assembled, which meeting was open to the public and at which a quorum was present and acting throughout, that all public notices of such meeting required by any sunshine law to be given were duly given, that the original of said resolution appears of record in the minute book of the City which is in my custody and control, and that the same has not been amended or repealed.

Given under my hand and the seal of the City, this the 16th day of March, 2015.

Clerk

(SEAL)

REPORT OF HEARING OFFICER

The undersigned Hearing Officer for The Glynn-Brunswick Memorial Hospital Authority (the "Issuer") HEREBY CERTIFIES, as follows:

(1) A public hearing (the "Hearing") was duly held on March 6, 2015, at 9:00 a.m., in the Board Room of Southeast Georgia Health System, Brunswick Campus, which is located at 2415 Parkwood Dr., Brunswick, Georgia, with respect to a proposed plan of finance by The Glynn-Brunswick Memorial Hospital Authority (the "Issuer"). The hearing was held within 100 miles of all the facilities financed or refinanced as part of the plan of finance. The Hearing was open to the public. The time of the Hearing and the room in which the Hearing was held provided a reasonable opportunity for persons of differing views to appear and be heard. Attached as Exhibit A is a list of the people that attended the Hearing.

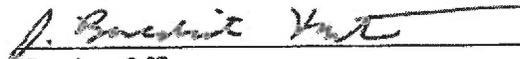
(2) I announced the commencement of the Hearing on the application and plan of finance of the Issuer. Attached as Exhibit B is a summary of the comments made at the Hearing.

(3) At least 14 days before the Hearing, I caused the publication of a notice of the Hearing in a newspaper having general circulation in Glynn County and in Camden County (the "Notice"). A copy of the Notice has been filed and appears of record in the Minute Book of the Issuer and is attached hereto together with Affidavits of Publication as Exhibit C.

(4) The plan of finance involves the issuance by the Issuer, from time to time and in one or more series, of its revenue anticipation certificates in an aggregate principal amount not to exceed \$150,000,000 (the "Obligations"). A copy of the Issuer's plan of finance is attached hereto as Exhibit D. All of the facilities financed or refinanced as part of the plan of finance are or will be located in the City of Brunswick and the City of St. Marys. Therefore, I hereby recommend that the Mayor of the City of Brunswick and the City Council of the City of St. Marys approve the plan of finance of the Issuer.

(5) Such Obligations will not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof, but will be payable solely from the revenues derived by the Issuer and pledged to the payment thereof.

Witness my hand on March 6, 2015.



Hearing Officer

Exhibits Attached:

- Exhibit "A" List of Attendees
- Exhibit "B" Summary of Comments
- Exhibit "C" Publishers' Affidavits
- Exhibit "D" Plan of Finance

EXHIBIT "A"

LIST OF ATTENDEES

None

EXHIBIT "B"

SUMMARY OF COMMENTS

None

Exhibit "C"

C.H. LEAVY IV
President and Editor

(912) 265-8320
Fax:(912) 264-4973

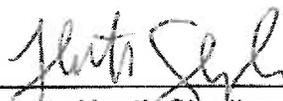
BNP

Brunswick News Publishing Co.
3011 Altama Avenue | P.O. Box 1557 | Brunswick, GA 31521

PUBLISHER'S AFFIDAVIT

Georgia, Glynn County

Personally appeared before the undersigned attesting authority, C. H. Leavy, IV,
President and Editor of The Brunswick News, a daily newspaper published in aforesaid
county, who on oath says that the attached legal notice was published in said newspaper on
February 19, 2015.


Heath Slapikas

Sworn to and subscribed before me

This 19 day of February, 20 15.


Notary Public

My commission expires _____



Ad text :

**NOTICE OF
PUBLIC HEARING ON PROPOSED PLAN
OF FINANCE BY THE GLYNN-BRUNSWICK MEMORIAL HOSPITAL AUTHORITY**

YOU ARE HEREBY NOTIFIED that on March 6, 2015, at 9:00 a.m., in the Board Room of Southeast Georgia Health System, Brunswick Campus, which is located at 2415 Parkwood Dr., Brunswick, Georgia, a public hearing will be held with respect to a proposed plan of finance by The Glynn-Brunswick Memorial Hospital Authority (the "Issuer"). The plan of finance involves the Issuance by the Issuer, from time to time and in one or more series, of its revenue anticipation certificates in an aggregate principal amount not to exceed \$150,000,000 (the "Obligations"). The proceeds of the Obligations will be used by the Issuer, Kings Bay Community Hospital, Inc. ("Kings Bay") or Southeast Georgia Health System, Inc. ("Health System") to (a) finance or refinance the costs of healthcare facilities and equipment (the "Projects") at (i) the Southeast Georgia Health System, Brunswick Campus, located at the address above, (ii) the Southeast Georgia Health System, Camden Campus, located at 2000 Dan Proctor Dr., St. Marys, Georgia, (iii) the Southeast Georgia Health System Senior Care Center located at 2611 Wildwood Dr., Brunswick, Georgia and (iv) the Southeast Georgia Health System Senior Care Center located at 805 Dillworth Street, St. Marys Georgia and (b) pay costs of issuance of the Obligations. The Issuer will be the initial owner and operator of the Brunswick Campus and the Senior Care Centers and will be the initial operator of the Camden Campus. Kings Bay will be the initial owner of the Camden Campus. The operation of the Brunswick Campus, the Senior Care Centers and the Camden Campus is expected to be turned over to Health System or Kings Bay.

The Obligations will not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof, but will be payable solely from the revenues derived by the Issuer and pledged to the payment thereof.

Any person interested in the proposed issuance of the Obligations pursuant to the plan of financing or the location or the nature of the Projects may appear and be heard.

**THE
GLYNN-BRUNSWICK MEMORIAL HOSPITAL AUTHORITY**

Exhibit "C"

Tribune & Georgian
Post Office Box 6960
206 Osborne Street
St. Marys, Georgia 31558

AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA
COUNTY OF CAMDEN

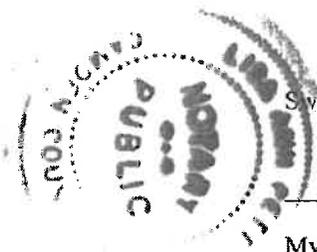
Personally appeared before the undersigned, Jill B. Helton, who having been duly sworn on oath that she is the Publisher of the Tribune & Georgian, and that the following legal advertisement were published in the Tribune & Georgian on the following dates:

Notice of Public Hearing: Glynn-Brunswick Memorial Hospital Authority

Dates Published: February 19, 2015

Jill B. Helton
Affiant

Sworn to and subscribed before me this 19th day of February, 2015



Janet A. Perry
Notary Public

My Commission Expires: 02/24/2018

NOTICE OF PUBLIC HEARING ON PROPOSED PLAN OF FINANCE BY THE GLYNN-BRUNSWICK MEMORIAL HOSPITAL AUTHORITY

YOU ARE HEREBY NOTICED that on March 6, 2015 at 9 a.m. in the Board Room of Southeast Georgia Health System, Brunswick Campus, which is located at 2415 Parkwood Dr., Brunswick, Georgia, a public hearing will be held with respect to a proposed plan of finance by the Glynn-Brunswick Memorial Hospital Authority (the "Issuer"). The plan of finance involves the issuance by the Issuer, from time to time and in one or more series, of its revenue anticipation certificates in an aggregate principal amount not to exceed \$150,000,000 (the "Obligations"). The proceeds of the Obligations will be used by the Issuer, Kings Bay Community Hospital, Inc. ("Kings Bay") or Southeast Georgia Health System, Inc. ("Health System") to (a) finance or refinance the costs of healthcare facilities and equipment (the "Projects") at (i) its Southeast Georgia Health System, Brunswick Campus, located at the address above, (ii) the Hospital located at the address above, (iii) the Hospital located at 2005 Dan Proctor Drive, St. Marys, Georgia, (iv) the Southeast Georgia Health System Senior Care Center located at 2511 Wilkerson Drive Brunswick, Georgia and (v) the Southeast Georgia Health System Senior Care Center located at 805 Dinkworth Street, St. Marys, Georgia and (b) pay costs of issuance of the Obligations. The Issuer will be the other owner and operator of the Brunswick Campus and the Senior Care Centers and will be the initial controller of the Camden Campus Kings Bay will be the initial owner of the Camden Campus. The operation of the Brunswick Campus, the Senior Care Centers and the Camden Campus is expected to be turned over to Health System of Kings Bay.

The Obligations will not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof, but will be payable solely from the revenues derived by the Issuer and assigned to the payment trust.

Any person interested in the proposed issuance of the Obligations pursuant to the plan of finance of the Issuer or the nature of the Projects may appear and be heard.

THE GLYNN-BRUNSWICK MEMORIAL HOSPITAL AUTHORITY
02/19/2015

EXHIBIT "D"

PLAN OF FINANCE

The plan of finance involves the issuance by The Glynn-Brunswick Memorial Hospital Authority (the "Issuer"), from time to time and in one or more series, of its revenue anticipation certificates in an aggregate principal amount not to exceed \$150,000,000 (the "Obligations"). The proceeds of the Obligations will be used by the Issuer, Kings Bay Community Hospital, Inc. ("Kings Bay") or Southeast Georgia Health System, Inc. ("Health System") to (a) finance or refinance the costs of healthcare facilities and equipment at (i) the Southeast Georgia Health System, Brunswick Campus, located at 2415 Parkwood Dr., Brunswick, Georgia, (ii) the Southeast Georgia Health System, Camden Campus, located at 2000 Dan Proctor Dr., St. Marys, Georgia, (iii) the Senior Care Center located at 2611 Wildwood Dr., Brunswick, Georgia and (iv) the Southeast Georgia Health System Senior Care Center located at 805 Dilworth Street, St. Marys, Georgia and (b) pay costs of issuance of the Obligations. The Issuer will be the initial owner and operator of the Brunswick Campus and the Senior Care Centers and will be the initial operator of the Camden Campus. Kings Bay will be the initial owner of the Camden Campus. The operation of the Brunswick Campus, the Senior Care Centers and the Camden Campus is expected to be turned over to Health System or Kings Bay.

CITY COUNCIL MEETING
January 5, 2015

TITLE: RESOLUTION RECOMMENDING SUPPORT FOR WATER TAXI TRANSPORTATION SYSTEM TO AND FROM FERNANDINA BEACH, FLORIDA AND ST. MARYS, GEORGIA.

PURPOSE: Resolution supporting the creation of a water taxi transportation system to Fernandina Beach, Florida and supports the waiver of dock fees for two years in Fernandina Beach and St. Marys, designates Fernandina Beach as lead agency and marketing support from the tourist development organizations in both communities.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: A water taxi service between Fernandina Beach, FL and St. Marys, GA had been created in the past, around 2007/2008 but had not been able to develop the ridership necessary to continue operation. Some of the major issues were the great recession, fuel costs and dockage fees.

Representatives from the City of Fernandina contacted St. Marys staff and discussed the possibility of attempting to restart water taxi services as part of a Greenways project. The development of these services would require coordination of efforts with Fernandina Beach to develop:

- Interlocal services agreement
- Application for grant to offset initial costs for the first two years of operation.
- Development of an RFQ and RFP for Water Taxi services.

January 5, 2015 the St. Marys City Council authorized City Staff to coordinate efforts with representatives of Fernandina Beach, Florida to look at the options for creating a water taxi service.

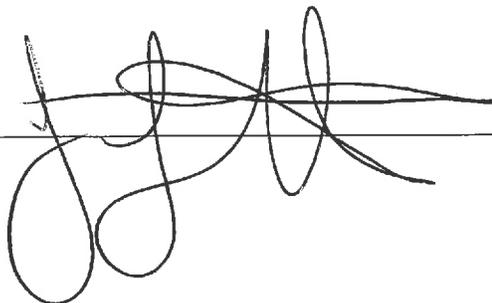
A review of the water taxi benefits shows:

- Fernandina Beach and Amelia Island visitors and residents will be able to make a connection to the St. Marys ferry franchise connection to NPS Cumberland National (Park) Seashore.
- St. Marys, GA visitors and residents will be able to make a water taxi connection to Fernandina Beach and a trail connection to the NPS Timucuan National (Park) Ecological Preserve.
- Both cities will be able to market connections to “two national parks” via water-taxi, ferry, and bike trails, from visitor stays in either or both cities.
- Bicyclists from Georgia and Florida will have safe connections to trails in a neighboring state.
- Closure of a gap in the East Coast Greenway (ECG) national coastal trail, by providing a safe GA to FL water-taxi trail connection for the nations bicyclists.

The following documentation is provided in support of this proposal:

- Fernandina Beach, Florida Resolution adopted 2/17/15.

City Manager: _____

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over a horizontal line that serves as a signature line.

**Water-Taxi Proposal
F.B., FL to St. Marys, GA**

2/17/15

BACKGROUND:

Following the National Park Service (NPS) denial of a NPS Ferry Franchise from Fernandina Beach to Cumberland Island, GA (a National Park) we have had three conference call meetings with representatives of both Fernandina Beach, FL and St. Marys, GA, along with East Coast Greenway representatives, to develop a proposal for supporting a water-taxi service between these two cities. It is recognized that this FL-GA water-taxi service was tried a few years ago and was not economical for a private vender to sustain. Therefore, the purpose of these conference calls was to initiate economic incentive support required for a new F.B. Water-Taxi service and help build passenger usage over time to enable a financially self sufficient water-taxi service. Representatives have included:

John Morrissey	St. Marys, GA	Mayor
Dave Reilly	St. Marys, GA	Councilman
John Holman	St. Marys, GA	Manager
Terry Landreth	Camden Bicycles	Owner and Operator
Johnny Miller	Fernandina Beach, FL	Commissioner
Phil Scanlan	Friends of Amelia Island Trail, Inc.	CEO
Dennis Markatos-Soriano	East Coast Greenway Alliance	National Ex. Director
Herb Hiller	East Coast Greenway Alliance	FL & GA Coordinator

WATER TAXI BENEFITS:

1. Fernandina Beach and Amelia Island visitors and residents will be able to make a connection to the St. Marys ferry franchise connection to NPS Cumberland National (Park) Seashore.
2. St. Marys, GA visitors and residents will be able to make a water taxi connection to Fernandina Beach and a trail connection to the NPS Timucuan National (Park) Ecological Preserve.
3. Both cities will be able to market connections to "two national parks" via water-taxi, ferry, and bike trails, from visitor stays in either or both cities.
4. Bicyclists from Georgia and Florida to have safe connections to trails in a neighboring state.
5. Closure of a gap in the East Coast Greenway (ECG) national coastal trail, by providing a safe GA to FL water-taxi trail connection for the nations bicyclists.

PROPOSED WATER-TAXI INCENTIVES:

Three incentives have been proposed to encourage and support the initial 2 years of water-taxi service, while passenger volume is built up to a level that enables a self sustainable business operation. It is estimated 30 passengers/day would support a sustainable business operation.

1. Waiver of dock fees by both St. Marys and Fernandina Beach for the first 2 years.
2. Marketing support by Tourist Development organizations in both St. Marys and Fernandina Beach to help develop and sustain passenger volume. Marketing support also from ECG and possibly web site support from NPS.
3. A grant to provide funding of \$20,000 to \$30,000 in gas costs per year for 2 years.

CITY DOCK FEE WAIVERS AND MARKETING SUPPORT:

At the January commission meetings both commissions were briefed on the proposal and asked to support having the city staffs develop a resolution to support a waiver of dock fees for 2 years and to encourage marketing support (e.g. web page information, etc.) for the FL-GA water-taxi service. Both cities will be partnering in providing these incentives.

POSSIBLE GAS GRANT SUPPORT:

Ron Flick of Fernandina Beach has approached the NE FL TPO about the possibility of obtaining the desired 2 year gas grant for the water-taxi service. The NE FL TPO has asked Ron to talk to the Brunswick, GA Coastal Regional Commission (CRC) to see if they would jointly participate in a gas grant for the proposed FL-GA interstate water-taxi service. Ron will pursue that with the Brunswick CRC.

It was agreed that ECG would approach the US National Tourism Office marketing operations to request possible grant support for the funding of gas costs for a 2 year period – in order to help the initial Florida to Georgia interstate water-taxi service. It was suggested that ECG would probably ask for US Senator support from both Florida and Georgia for this incentive grant support. ECG indicated that it was possible they may be able to get 2016 financial support but not 2015.

Councilman David Reilly will be meeting with NPS Cumberland Park Director Gary Ingram and will ask if the NPS can be supportive of this water-taxi proposal, e.g. possible grant and inclusion of the service on their Cumberland web site. Gary has already shared an NPS contact in Atlanta that may be of help with a grant application.

LONG TERM WATER-TAXI SERVICE:

The goal is for the water-taxi to be financially self sufficient after two years of service with incentive support for gas and dock fees.

It was agreed both cities would support marketing efforts to help create an initial service demand and continue marketing efforts to help maintain the business. Both cities would make it a part of their Tourist Development marketing efforts – including information on the service on web sites and in new brochures and at hotels. The water-taxi service should also be part of the marketing for various city festivals in both cities, as part of a sister-city program.

The ECG also agreed to help marketing this water-taxi service and visits to both cities as part of their communications to the 10 million annual users of the East Coast Greenway National Trail.

SELECTION OF WATER-TAXI OPERATOR:

It is hoped that with the three incentives (waive dock fees, fund gas costs and provide marketing support) for the initial 2 years of service that an operator will offer to provide the desired water-taxi service able to build up sufficient customer usage (estimate average at least 30 customers per day) to maintain a self funding business.

If more than one operator may be interested in providing this service, once the incentives are established, it was agreed this committee, including representatives of those providing incentive funding, would make the selection decision on the operator based on which operator had the best capabilities to provide the water-taxi service desired and was most capable of developing a sustainable business operation.

It is expected a Request for Qualifications (RFQ) would be used to ensure bidders had the sufficient capability to provide the service. That would be followed by a Request for Proposal (RFP) with a minimum of 2 trips per day service 5 days per week. The RFQ/RFP would be issued by the city of Fernandina Beach.

RESOLUTION 2015-_____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ST. MARYS, GEORGIA, RECOMMENDING SUPPORT FOR A WATER TAXI TRANSPORTATION SYSTEM TO FERNANDINA BEACH, FLORIDA AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cities of Fernandina Beach, Florida and St. Marys, Georgia are easily accessible to each other via water transportation; and

WHEREAS, this water connection is only currently available to private boat owners and not the general public; and

WHEREAS, a steering group of citizens and elected officials in both communities, as well as representatives of organizations such as the East Coast Greenway Alliance, the Florida Greenways and Trails Foundation, and the National Park Service, are exploring and encouraging a publically accessible water taxi transportation system between the two cities; and

WHEREAS, such a service would enable visitors and residents in Fernandina Beach to make a connection to the St. Marys ferry franchise connection to Cumberland Island National Seashore; and

WHEREAS, St. Marys visitors and residents would be able to make a connection to the attractions in Fernandina Beach and a trail connection to the Timucuan National Park Ecological and Historic Preserve; and

WHEREAS, both cities would be able to market connections to two national parks via water taxi, ferry and bike trails; and

WHEREAS, a water taxi service would close a gap in the East Coast Greenway national coastal trail and bicyclists from Georgia and Florida would have a safe connection to trails in neighboring states; and

WHEREAS, the steering group is exploring and encouraging incentives for this service, such as a waiver of dock fees for two years in Fernandina Beach and St. Marys, marketing support from the tourist development organizations in both communities, and a grant to provide initial funding for gas costs for two years; and

WHEREAS, the City of St. Marys supports such incentives for a water taxi service; and

WHEREAS, Nassau Transit (Council on Aging) has indicated that they would add a stop in downtown Fernandina Beach to help visitors from Georgia go beyond downtown; and

WHEREAS, St. Marys is also exploring the possibility of public transit options for visitors in their community once they depart the water taxi; and

WHEREAS, creating a water taxi service between St. Marys and Fernandina Beach would be of benefit to citizens and tourists alike; and

WHEREAS, the City of Fernandina Beach agreed to be the lead agency on helping pursue establishment of such a service.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. MARYS, GEORGIA, THAT:

Section 1. The City Council supports the creation of a water taxi transportation system to Fernandina Beach, Florida.

Section 2. The City Council supports a waiver of dock fees for two years in Fernandina Beach and St. Marys and marketing support from the tourist development organizations in both communities.

Section 3. The City of Fernandina Beach will designate staff to serve as the lead in drafting a request for proposals for such a taxi service and solicit bids to operate the service.

Section 4. This Resolution shall take effect immediately upon passage.

ADOPTED this ___ day of March, 2015.

CITY OF ST. MARYS

JOHN F. MORRISSEY
Mayor

ATTEST:

DEBORAH WALKER-REED
City Clerk

RESOLUTION 2015-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RECOMMENDING SUPPORT FOR A WATER TAXI TRANSPORTATION SYSTEM TO ST. MARY'S, GEORGIA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the cities of St. Mary's, Georgia and Fernandina Beach, Florida are easily accessible to each other via water transportation; and

WHEREAS, this water connection is only currently available to private boat owners and not the general public; and

WHEREAS, a steering group of citizens and elected officials in both communities, as well as representatives of organizations such as the East Coast Greenway Alliance, the Florida Greenways and Trails Foundation, and the National Park Service, are exploring and encouraging a publicly accessible water taxi transportation system between the two cities; and

WHEREAS, such a service would enable visitors and residents in Fernandina Beach to make a connection to the St. Mary's ferry franchise connection to Cumberland Island National Seashore; and

WHEREAS, St. Mary's visitors and residents would be able to make a connection to the attractions in Fernandina Beach and a trail connection to the Timucuan National Park Ecological and Historic Preserve; and

WHEREAS, both cities would be able to market connections to two national parks via water taxi, ferry and bike trails; and

WHEREAS, a water taxi service would close a gap in the East Coast Greenway national coastal trail and bicyclists from Georgia and Florida would have a safe connection to trails in neighboring states; and

WHEREAS, the steering group is exploring and encouraging incentives for this service, such as waiver of dock fees for two years in Fernandina Beach and St. Mary's, marketing support from the tourist development organizations in both communities, and a grant to provide initial funding for gas costs for two years; and

WHEREAS, the City of Fernandina Beach supports such incentives for the water taxi service; and

WHEREAS, Nassau Transit (Council on Aging) has indicated that they would add a stop in downtown Fernandina Beach to help visitors from Georgia go beyond downtown; and

WHEREAS, St. Mary's is also exploring the possibility of public transit options for visitors in their community once they depart the water taxi; and

WHEREAS, creating a water taxi service between St. Mary's and Fernandina Beach would be of benefit to citizens and tourists alike; and

WHEREAS, the City of Fernandina Beach agrees to take the lead on helping pursue establishment of such a service.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

Section 1. The City Commission supports the creation of a water taxi transportation system to St. Mary's, Georgia.

Section 2. The City Commission supports a waiver of dock fees for two years in Fernandina Beach and St. Mary's and marketing support from the tourist development organizations in both communities.

Section 3. The City will designate staff to serve as the lead in drafting a request for proposals for such a taxi service and solicit bids to operate the service.

Section 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 17th day of February, 2015.

CITY OF FERNANDINA BEACH

EDWARD E. BONER
Commissioner - Mayor

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY COUNCIL MEETING
March 16, 2015

TITLE: REQUEST FOR PERMISSION TO SERVE ALCOHOL: HOWARD GILMAN MEMORIAL PARK (BESSELMAN - REGISTER WEDDING RECEPTION)

PURPOSE: Consideration of request to serve alcohol for wedding reception to be held at Howard Gilman Memorial Park on Friday July 3, 2015.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The City Clerk received a request for use of the park, entire facility, for a wedding and reception. Areas to be reserved include the Gazebo, Amphitheatre, Playground, Picnic Area, and Lawn. This included a request to serve alcohol from the hours of 4:00 p.m. with all wedding activities and clean-up concluded by 11:00 p.m. The request before the Board is for permission to serve alcohol.

The following conditions would be in place if approved:

- All guests to be carded and distribute neon/glow in the dark arm bands to guests over 21 who intend to drink alcohol.
- Employ a bartender who will also be responsible for checking that only guests with proper ID showing they are at least 21 years old and wearing an arm band are served alcohol.
- Alcohol will only be served at the bartender location.
- A St. Marys Police Officer will be hired during the hours of the reception.
- All guests over the age of 21 will be required to wear a wristband if they are served alcohol. Only those wearing a wrist band with proper identification will be served.
- Shuttle vehicles or designated drivers will be employed to transport guests from the reception to their hotel/home to ensure no one drives under the influence of alcohol.
- All walkways will be kept clear for the general public.

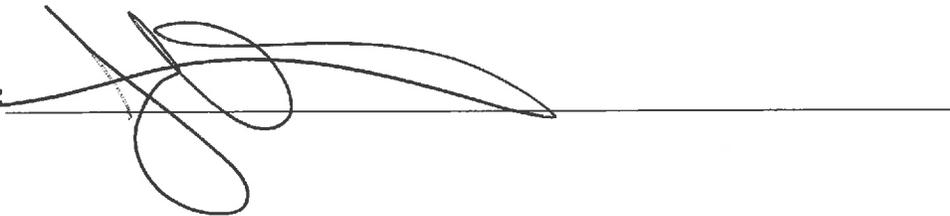
City staff has reviewed the question of reserving the park for July 3, just prior to the July 4 celebration. This does not interfere with our schedule for setting up for the "Fourth."

A similar request was approved at the Council meeting of March 2, 2015.

The following attachments are included:

1. E-Mail from John Besselman to City Clerk DTD 3/9/15.
2. Howard Gilman Memorial Park Reservation Request.

**City
Manager:**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a solid horizontal line. The signature is positioned to the right of the text "City Manager:".

Deborah Walker-Reed

From: . . .
Sent: Monday, March 09, 2015 6:36 PM
To: Deborah Walker-Reed; John J. Holman; Trisha Besselman; Sammy Besselman
Subject: Besselman and Register July 3 2015 Wedding Reception at Waterfront Park

On Friday, 7/3/2015, my daughter Samantha Besselman and her fiancé Jamal Register will be holding their wedding reception at the Howard Gilman Waterfront Park. My husband, John Besselman, has filed the necessary paperwork with the city to reserve the entire Waterfront Park area for the entire day. The following represent the hours and planned usage:

8:00 am transport tables, chairs to Waterfront Park area
12:00 pm set up lawn area and amphitheater for reception
3:00 pm wedding ceremony to take place at another location
4:00 pm wedding reception begins at Waterfront Park
11:00 pm all wedding reception activities in the Waterfront Park area will conclude

This request is to seek permission to serve alcohol during the reception. My husband and I are both attorneys and sensitive to the need for our event and guests to be compliant with the law at all times. We also have close friends (who will be guests at the reception) who are residents of downtown St. Marys, and we understand the importance of our event not infringing on the residents of St. Marys and their ability to enjoy their property. We will take the following steps to ensure our event at the Waterfront Park is in keeping with these important principles:

1. We will card all guests and distribute neon/glow in the dark arm bands to guests over 21 who intend to drink alcohol.
2. We will employ a bartender who will also be responsible for checking that only guests with proper id showing they are at least 21 years old and wearing an arm band are served alcohol.
3. Alcohol will only be served at the bartender location.
4. A St. Marys Police Officer will be hired during the hours of the reception to ensure that no guests leave the Waterfront Park area with alcohol.
5. Shuttle vehicles or designated drivers will be employed to transport guests from the reception to their hotel/home to ensure no one drives under the influence of alcohol.

Thank you in advance for your consideration of this request. Please let us know if any modifications are required to the above. 

Trisha and John Besselman

Howard Gilman Memorial Park

120 St. Marys Street

St. Marys, GA 31558

Phone: (912) 510 4041

Fax: (912) 510 4013



Howard Gilman Memorial Park

(Physical Address: 120 St. Marys Street, St. Marys, Georgia 31558)

Reservation Application

Name of Organization Represented: Jamal ~~and~~ Register and Samantha Besselman
Name of Applicant: Trisha Besselman wedding
Address: 911 Larkspur Lane, St Marys GA 31558
Phone: - (Daytime) - (Evening)

Type of Event: Wedding Reception
(i.e.: Ceremony, Wedding, Reunion, Etc.)

Area to be reserved: Gazebo Picnic Area Stage Fountain

Date of Reservation: July 3, 2015

Beginning Time*: noon Ending Time*: 11pm
(*NOTE: The times must include set-up and clean-up.)

Music Hours**: 4pm - 11pm Expected Attendance: 150
(**NOTE: The City's Noise Ordinance will not permit music to be played after 11:00 PM.)

Applicant's Signature:  Trisha Besselman Date: 3/2/2015

To be completed by City Personnel

City Personnel Accepting Application: Renee Coakley

Date application submitted: 3/4/15

Tran#60

100-38.1010

\$ 600

Special Events Rental

100-12.2600

\$ 200

Deposits Payable

900

CITY COUNCIL MEETING
March 16, 2015

TITLE: REQUEST FOR PERMISSION TO SERVE ALCOHOL: ZONE I AND THE PORTION OF ZONE II BETWEEN SEAGROVE AND WHEELER STREETS (GA RADIO MUSEUM AND HALL OF FAME).

PURPOSE: Consideration of request to serve alcohol for “Hello Summer Festival” to be held at Howard Gilman Memorial Park on Saturday May 23, 2015 between the hours of Noon to 6:00 P.M.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The City Clerk received a request to serve alcohol in Zone I and the portion of Zone II between Seagrove and Wheeler Streets. This was part of the overall application for the “Hello Summer Festival” celebrating the one year anniversary of the Georgia Radio Museum and Hall of Fame.

The following conditions would be in place if approved:

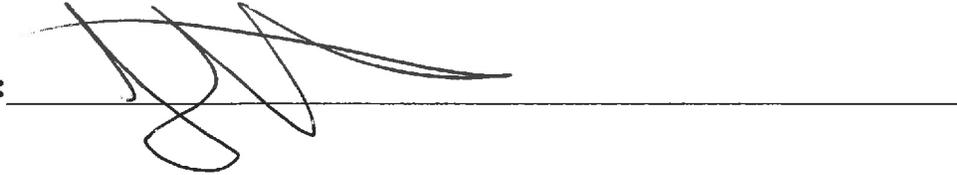
- Only wine and beer will be sold at a booth outside the confines of the park.
- The vendor will be responsible for checking identifications and the date of birth of anyone attempting to purchase alcohol.
- The vendor will be responsible for selling wrist bands to persons over 21 years of age.
- Alcohol consumption will be limited to Zone I and the portion of Zone II between Seagrove and Wheeler Streets.
- Excess consumption of alcohol will not be permitted.
- Event promoter will provide signage at egress points in the park stating that alcohol may not be taken past the event boundaries.
- Event promoter will provide staff at entrance points to the event to monitor guests entering and leaving the event area. Additionally, the approved alcohol vendor will hire officers, as required by the Chief of Police, to patrol the event area.

- Event promoter will provide adequate trash receptacles for trash or garbage created as a result of beverage and/or food consumption.

The following attachments are included:

1. Petition from John Long, President/Curator, Georgia Radio Museum and Hall of Fame.

**City
Manager:**

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be the name of the City Manager.



March 6, 2015

**To: Deborah Walker-Reed
St. Marys City Clerk**

From: John Long

Re: Petition for St. Marys City Council

Please add me to the agenda for the Monday, march 16th St Marys City Council meeting. The purpose is to request a permit to serve alcohol at an event we are sponsoring on Saturday, May 23, 2015.

Included with this request:

- (1) Narrative**
- (2) Map of proposed area for alcohol sales.**



**P.O. Box 5313 St Marys, GA 31558
912-552-1944
Email: thegrhof@gmail.com**

Visit the museum at 400 Osborne Street.

On Saturday, May 23, 2015, The Georgia Radio Museum has reserved Howard Gilman Memorial Waterfront Park for a public event from 9AM until 7PM. The attached reservation application was filed on June 13, 2014. The reservation is from the hours of 6AM until 8PM that day. Additionally, the reservation stipulates that the event will feature live music between the hours of 10AM until 8PM. The event celebrates the first birthday of the Georgia Radio Museum, located in the St. Marys Welcome Center at 400 Osborne Street. The expected attendance is estimated to be 1,000 persons. The event promoter will be responsible for electricity usage by vendors at the event. An assembly application was filed on November 18, 2014 and is pending Council approval of the permit to serve alcoholic beverages itemized below.

We request permission to serve alcohol during the hours of 12:00PM until 6:00PM by The Blue Goose, a licensed alcohol vendor in St. Marys, Georgia. The following is a list of points of agreement if we are approved:

- (1) Only beer and wine will be sold at a booth outside the confines of the park.
- (2) The vendor will be responsible for checking identification and birth date of anyone attempting to purchase alcohol. They will also be responsible for selling wristbands to only the person over 21 (yoa) purchasing alcohol.
- (3) Alcohol consumption will be limited to Zone 1 and the portion of Zone II between Seagrove and Wheeler Streets.
- (4) Excess consumption of alcohol will not be permitted
- (5) Event promoter will provide signage at entrance/exit points in the park stating that alcohol may not be taken past the event boundaries.
- (6) Event promoter will provide staff at entrance points to the event (as indicated on the attached map) to monitor guests entering and leaving the event area. Additionally, the approved alcohol vendor will hire officers, as required by the chief of police, to patrol the event area to insure all ordinances related to alcohol purchase and consumption during permitted hours are being obeyed.
- (7) Event promoter will provide adequate trash receptacles for trash or garbage created as a result of beverage and/or food consumption.

The Georgia Radio Museum is owned and operated by the Georgia Radio Hall of Fame, a 501 c 3 nonprofit organization founded in 2007 and based in St. Marys Georgia.

Deborah Walker-Reed

From: Donna Asbell
Sent: Tuesday, March 10, 2015 11:55 AM
To: Deborah Walker-Reed
Subject: Hello Summer Festival/Alcohol Vendor/Blue Goose

Deborah,

Per our conversation earlier today the Blue Goose on Osborne will be the alcohol vendor for the Hello Summer Festival, May 23, 2015, which is Memorial Day weekend.

The Blue Goose will be hiring police for the event and we will be selling armbands for the festival.

If you need additional information or have questions about anything concerning the event, please feel free to call me.

Donna Asbell, CFO

*The Blue Goose on Osborne
Wine and Coffee Shoppe
126 Osborne Street
Saint Marys, GA 31558*

*The Blue Goose on Main
Coffee and Bike Hostel
128 East Main Street
Irwinton, Georgia 31042*

☞☞☞☞☞ =no alcohol past this point signs

knuckleheads

Non profit booth only inside park- nothing sold

7 8 9 10

14 13 12 11 15 16 17 18

STAGE

GAZEBO

FOUNTAIN

VIP ONLY

6 5 4 3

2 1 19 20

Band MotorHome

S1 S2 S3 S4 S5 S6 S7 S8 S9 S10 S11 S12 S13 S14 S15 S16 S17 S18 S19 S20 S21 S22 S23 S24

Food Vendors w/ elec

Arts & Crafts vendors (no elec)

N1 N2 N3 N4 N5 N6 N7 N8 N9 N10 N11 N12 N13 N14 N15 N16 N17 N18 N19 N20 N21 N22 N23 N24

Wheeler Street

Festival Admin Fest Sponsor TDS

Seagrove Street ->



ASSEMBLY PERMIT REQUEST FOR PUBLIC EVENTS
(Please print or type all information.)

EVENT COORDINATION

EVENT NAME: HELLO SUMMER FESTIVAL
 DATE OF EVENT: 5/23/15 START TIME: 5AM FINISH TIME: 7:00PM
 REQUESTING ORGANIZATION: GA RADIO MUSEUM AND HALL OF FAME
 TYPE OF ORGANIZATION: NON-PROFIT MUSEUM

EVENT COORDINATOR'S CONTACT INFORMATION:	
EVENT COORDINATOR (APPLICANT):	<u>JOHN LONG</u>
RELATIONSHIP OF APPLICANT TO ORGANIZATION:	<u>PRESIDENT/CURATOR</u>
ADDRESS:	<u>PO BOX 5313</u> <u>ST. MARYS, GA 31558</u>
PHONE NUMBERS:	HOME () _____ WORK () _____ CELL () _____
E-MAIL:	_____
INDICATE A CONTACT NAME AND NUMBER FOR PUBLIC RELEASE TO PROMOTE THE EVENT: <u>JOHN LONG (912) 552-4000</u>	

EVENT SPECIFICS

PRE-ASSEMBLY TIME: 5A PRE-ASSEMBLY LOCATION: GILMAN PARK - ST. MARYS ST.

WILL A PUBLIC ADDRESS SYSTEM OR MUSIC BE USED? YES NO

IF SO, WHERE AND AT WHAT TIME(S)?

GILMAN PARK 9A-7P

WILL ARTIFICIAL LIGHTING BE USED? YES NO

IF SO, WHERE AND AT WHAT TIME(S)?

STREETS

(If public roads will be blocked, indicate affected streets and/or intersections to be blocked.)

ST MARYS STREET BETWEEN WHEELER & SEAGROVE

NUMBER AND LOCATION OF PARKING SPACES THAT NEED TO BE BLOCKED OFF

ALL ON ST MARYS ST BETWEEN WHEELER & SEAGROVE

SUPPORT

WILL PORTABLE STAGE BE NEEDED? YES _____ NO

WHOLE STAGE _____ HALF STAGE _____

WHERE? _____

ELECTRICITY NEEDED? YES NO _____

WHERE? ST MARY STREET BETWEEN WHEELER & SEAGROVE

ESTIMATE THE NUMBER OF:

PEOPLE: 2,000 ANIMALS: 10 VEHICLES: 5

TEMPORARY STATIC STRUCTURES:

68

ANY OTHER INFORMATION:

CITY FACILITY RESERVATIONS (Facility rental fees are managed through the City Manager's office.)

APPLICANT REQUESTS TO RESERVE THE USE OF THE FOLLOWING CITY PROPERTY:

Within Waterfront Park: Gazebo Picnic Area Stage Entire Park Fountain

Outside Waterfront Park: Marsh Walk Waterfront Pavilion _____ Other _____

If "Other," describe: _____

City Sound System: _____ (Please fill out attached City Sound System Rental Application)

APPLICANT RESPONSIBILITIES (Initial each area of responsibility to indicate understanding)

JH Applicant agrees to provide and install the required number of "NO PARKING" signs for the event at least one week prior to the event and remove the signs after the event.

JH Applicant agrees to provide the requisite number of trash receptacles for use during the event.

JH Applicant agrees to assume responsibility for any damages to City property resulting from the event.

JH Applicant assumes responsibility to arrange for clean-up after the event.

JH Applicant assumes responsibility for clean up after any animals involved in the event.

JH Applicant agrees to notify residences and businesses within the festival area to advise them of the event plans (Dates, times, road closures, etc.).

JH Applicant agrees to pay to the City a fee in the amount of \$15 per vendor that uses electricity provided by the City. (See attached Event Electricity Usage Fee Form)

JH Applicant agrees to not place vendors in front of any business entrances during the event.

JH Applicant agrees to place vendors in order to eliminate, to the maximum extent possible, any adverse effects on residences and businesses within the festival area.

form without the expressed approval of the City of St. Marys. Any alteration of the noted stipulations once approved may lead to disapproval of this assembly permit.

(Please have this form notarized and returned to the City of St. Marys. Upon receipt of this notarized form, it will be added to your assembly request and forwarded to the committee and City Manager.)


Applicant's Signature

1, 12, 15
Date

Notary Public

Date

Date My Commission Expires

STAFF REVIEW:

Date of Staff Review: ____ / ____ / ____

Staff Recommendation: (check one)

Fire Dept.: _____

____ Approved

Police Dept.: _____

____ Approved With Stipulations

Public Works: _____

____ Disapproved

National Park Service: _____

If "Disapproved," give reason(s): _____

Upon review of this Assembly Permit Request and considering the recommendations of City Staff, it is the City Manager's decision that this request is (circle one): APPROVED / DISAPPROVED

City Manager

____ / ____ / ____
Date

CC: Tourism, DDA, City Clerk



CITY OF ST. MARYS
 418 OSBORNE STREET
 ST. MARYS, GEORGIA 31558
 TELEPHONE: 912/510-4043
 FAX: 912/510-4013

EVENT ELECTRICITY USAGE FEE

In order to offset the electricity cost to the City of St. Marys as a result of events/festivals, the City shall charge a fee of \$15 per booth space that utilizes electricity from City supplied sources during all events. This fee shall be charged to the Event Sponsor upon completion of the event and will be based on the total number of booths that utilized electricity from City sources (event power panels, median outlets, etc.) for the event. It shall be the responsibility of the Event Sponsor to coordinate with City staff during the event to determine the total number of electricity users.

Fee Calculation:

Number of Booths Utilizing Electricity:

24

Fee Per Booth:

x \$15

Total Fee Due to the City:

\$ 360.00

FEE TO BE PAID AFTER EVENT

Event Name: HELLO SUMMER FESTIVAL Event Date: 5-23-16

Event Sponsor: THE GEORGIA RADIO MUSEUM AND HALL OF FAME

[Signature]
 Signature

1-12-15
 Date



EVENT INFORMATION

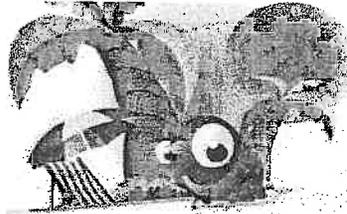
A Daylong Celebration of Summer

Featuring:

Arts, Crafts, and Food Vendors

Non Profit Organization Booths

SMPD Auxiliary Cops and Robbers 5K Run



2015 Hello Summer Phling

A Gathering of Parrot Heads from Georgia, Alabama, Tennessee,
North & South Carolina, and Florida

&

The Georgia Radio Museum Birthday Party

Featuring



Playing beach favorites by Buffett & The Beach Boys

(Alcohol permitted with wristbands available from official event vendor)

The Georgia Radio Museum and Hall of Fame

PO Box 5313 - St. Marys, GA - 31558 - 912.552.1944 - Email: grmhof@gmail.com

CITY COUNCIL MEETING
March 16, 2015

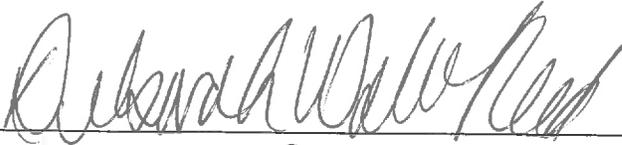
TITLE: 2nd Quarter Town Hall Meeting

PURPOSE: To reschedule the 2nd Quarter Town Hall Meeting for Thursday, April 9, 2015 at 6:00 p.m. instead of Thursday, April 2, 2015 due to proximity of Good Friday. The first Thursday in April is Holy Thursday (also known as Maundy Thursday) and the next Day is Good Friday (City Holiday).

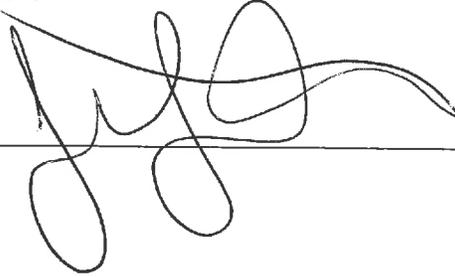
RECOMMENDATION: Schedule a meeting to comply with the City's Code of Ordinance.

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 April being so close to Good Friday Holiday, April 9, 2015 is requested.

**Department
Director:**



**City
Manager:**



CITY COUNCIL MEETING

March 16, 2015

TITLE: CITY OF ST. MARYS PURCHASING POLICY – AMENDMENTS

PURPOSE: Authorization to increase the amount for the Competitive Sealed Bids/Proposals from \$5,000 to \$25,000. Authorization to also add the O.C.G.A language regarding Municipal Street Systems.

RECOMMENDATION: Approval

HISTORY/ANALYSIS: The City of St. Marys Finance Department requests the following changes to the Purchasing Policy:

The current City of St. Marys Purchasing Policy regarding sealed bids/proposals:

Page 4, Section E

Sealed Bids/Proposals (above \$5,000): Purchases or projects of more than \$5,000 will, when deemed advantageous to the City, be done on the basis of sealed competitive bids, by the Purchasing Office or other designated authority at City Hall, and will be advertised unless otherwise mandated by City Council. All invitations to bid will be mailed or given to each vendor who requests them. Sealed bids will be publicly opened and announced at the time and place stated in the invitation to bid. Award will normally be made on the basis of the “lowest and best bid”. However, the City reserves the right to accept or reject any bid. Sealed bid procedures for the City of St Marys will be in compliance with Official Code of Georgia Annotated.

The Finance Department requests to amend this section to read:

Competitive Sealed Bids/Proposals: Purchases or projects more than \$25,000 will, when deemed advantageous to the City, be done on the basis of sealed competitive bids/proposals, by the Purchasing Office or other designated authority at City Hall. All invitations to bid will be mailed or given to each vendor who requests them. Sealed bids will be publicly opened and announced at the time and place stated in the invitation to bid. Award will normally be made on the basis of the “lowest and best bid”. However, the City reserves the right to accept or reject any bid. Sealed bid procedures for the City of St Marys will be in compliance with Official Code of Georgia Annotated.

The Finance Department requests to add the following section regarding Municipal Street Systems:

Projects involving the construction, reconstruction, or maintenance of all or part of a public road in the City of St. Marys will be done in accordance of the Georgia Code of the State of Georgia:

O.C.G.A. § 32-4-110

O.C.G.A. § 32-4-111

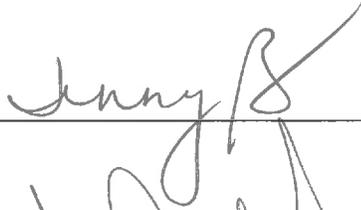
O.C.G.A. § 32-4-112

O.C.G.A. § 32-4-113

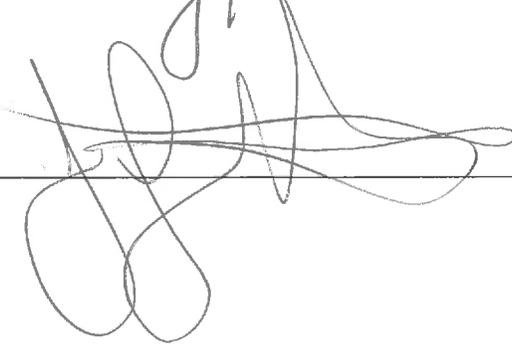
O.C.G.A. § 32-4-114

O.C.G.A. § 32-4-115

Department Director: _____



City Manager: _____



O.C.G.A. § 32-4-110 (2014)

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*** Current Through the 2014 Regular Session ***

TITLE 32. HIGHWAYS, BRIDGES, AND FERRIES
CHAPTER 4. STATE, COUNTY, AND MUNICIPAL ROAD SYSTEMS
ARTICLE 4. MUNICIPAL STREET SYSTEMS
PART 2. EXERCISE BY MUNICIPALITIES OF POWER TO CONTRACT GENERALLY

§ 32-4-110. "Contract" defined

As used in this part, the term "contract" means a contract or subcontract entered into by a municipality with any person, the state or federal government or an agency of either, with another municipality or municipalities, with a county or counties, or with any combination of any of the foregoing entities, for the construction, reconstruction, or maintenance of all or part of a public road in said municipality, including but not limited to a contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work.

HISTORY: Code 1933, § 95A-831, enacted by Ga. L. 1973, p. 947, § 1.

O.C.G.A. § 32-4-111

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§ 32-4-111. Authority of municipality to contract; form of contracts; approval of contracts by resolution

A municipality shall have the authority to contract as set forth in this part and in Part 1 of this article. Any contract for work on all or part of the municipal road system shall be in writing and be approved by resolution which shall be entered on the minutes of such municipality.

HISTORY: Code 1933, § 95A-832, enacted by Ga. L. 1973, p. 947, § 1; Ga. L. 1991, p. 94, § 32.

O.C.G.A. § 32-4-112

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§ 32-4-112. Contracts with state agencies and adjoining counties

(a) A contract with a state agency is subject to those limitations of subparagraph (d)(1)(A) and paragraph (2) of subsection (d) of Code Section 32-2-61.

(b) (1) A municipality may contract with any county in which part of the municipality lies for the construction and maintenance of a public road within the limits of such municipality.

(2) In such contract, the county may agree to use any county funds available for the construction and maintenance of roads in such county, including funds derived from general obligation bonds issued after approval in a county-wide election, to pay the costs, in whole or in part, of the construction or maintenance of such public road.

(3) In such contract, the municipality may agree to use any funds available for the construction and maintenance of roads in such municipality, together with any funds the municipality may collect pursuant to its power to assess any part of its share of the cost of such contract against abutting and adjoining property and the owners thereof according to the provisions of Chapter 39 of Title 36, as if the municipality were performing the work alone, unless the terms of such assessment shall be in violation of the municipality's charter, an ordinance of the municipality, or a general law of the state.

(4) The work under such contract may be performed either by county or municipal forces or by a contractor employed by either or jointly.

HISTORY: Code 1933, § 95A-833, enacted by Ga. L. 1973, p. 947, § 1.

O.C.G.A. § 32-4-113

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§ 32-4-113. Limitations on power to contract; at least two estimates required for certain expenditures

(a) A municipality is prohibited from negotiating a contract except a contract:

- (1) Involving the expenditure of less than \$200,000.00;
- (2) With a state agency or political subdivision as authorized by Code Sections 32-4-111 and 32-4-112;
- (3) With a railroad or railway company or a publicly or privately owned utility as authorized by Article 6 of Chapter 6 of this title;
- (4) For engineering or other kinds of professional or specialized services;
- (5) For emergency maintenance requiring immediate repairs to a public road, including but not limited to bridge repairs, snow and ice removal, and repairs due to flood conditions; or

(6) Otherwise expressly authorized by law.

(b) No contract involving an expenditure of more than \$20,000.00 but less than \$200,000.00 shall be awarded under this Code section without the submission of at least two estimates.

HISTORY: Code 1933, § 95A-834, enacted by Ga. L. 1973, p. 947, § 1; Ga. L. 1989, p. 356, § 3; Ga. L. 2014, p. 851, § 4/HB 774.

O.C.G.A. § 32-4-114

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§ 32-4-114. Required letting of contracts by public bid

Except as authorized by Code Section 32-4-113, all contracts shall be let by public bid.

HISTORY: Code 1933, § 95A-835, enacted by Ga. L. 1973, p. 947, § 1.

O.C.G.A. § 32-4-115

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§ 32-4-115. Advertising for bids

(a) Notwithstanding any provision of Code Section 36-39-10 to the contrary, on all contracts to be let by public bid a municipality shall advertise for competitive sealed bids for at least two weeks. The public advertisement shall be inserted once a week in such newspapers wherein the county sheriff's sales are advertised or in such newspapers or other publications, or both, as will ensure adequate publicity, the first insertion to be at least two weeks prior to the opening of the sealed bids, the second to follow one week after the publication of the first insertion.

(b) Such advertisement shall include but not be limited to the following:

(1) A description sufficient to enable the public to know the approximate extent and character of the work to be done;

(2) The time allowed for performance;

(3) The terms and time of payment;

(4) Where and under what conditions and costs the detailed plans and specifications and proposal forms may be obtained;

(5) The amount of the proposal guaranty, if one is required;

(6) The time and place for submission and opening of bids;

(7) The right of the municipality to reject any one or all bids; and

(8) Such further notice as the municipality may deem advisable as in the public interest.

HISTORY: Ga. L. 1922, p. 37, § 1a; Code 1933, § 95-1103; Code 1933, § 95A-836, enacted by Ga. L. 1973, p. 947, § 1.