



CITY OF ST. MARYS, GEORGIA

March 3, 2014

PUBLIC HEARINGS (5:45 P.M.)

**“New Alcohol License for San Jose Mexican Grill & Cantina LLC
D/B/A San Jose Bar & Grill”**

“New Alcohol License for Kenneth Kelley D/B/A Champs Sports Bar”

CITY COUNCIL MEETING

6:00 P.M.

AMENDED AGENDA (02/28/2014)

I. CALL TO ORDER

II. INVOCATION: *Councilmember Nancy Stasinis*

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

QUORUM: YES___ NO___

V. APPROVAL OF MINUTES: *February 18, 2014 Regular City Council Meeting
Minutes*

VI. PRESENTATIONS:

CAMDEN PARTNERSHIP UPDATE: *Sheila McNeil*

ST. MARYS WATERSHED MANAGEMENT PLAN: *Courtney Reich (Ecological Planning,
Group, LLC)*

SEMI-ANNUAL UPDATE DOWNTOWN DEVELOPMENT AUTHORITY (IDA): *Chairman
Gary Straight*

ST. MARYS SUBMARINE MUSEUM ANNUAL REPORT: *Chairman Bill Carreira*

BOARD ANNOUNCEMENT:

**CAMDEN COUNTY BOARD OF EDUCATION-SEX EDUCATION INSTRUCTIONAL
MATERIALS REVIEW COMMITTEE:** *Reeney Adams*

BOARD APPOINTMENTS (VACANCY):

- 1. St. Marys Hospital Authority d/b/a St. Marys Senior Authority (Flem J. Hall)*
- 2. Downtown Development Authority (Jerry Brandon)*

VII. SET CONSENT AGENDA

VIII. APPROVAL OF THE AGENDA

IX. GRANTING AUDIENCE TO THE PUBLIC

X. OLD BUSINESS:

- A. **SAN JOSE BAR & GRILL NEW ALCOHOL LICENSE:**TAB “A”
Council consideration to approve a new 2014 liquor license for San Jose Mexican Grill & Cantina, LLC D/B/A San Jose Bar & Grill for the sale of beer, wine and liquor on premise consumption with food
- B. **CHAMPS SPORTS BAR NEW ALCOHOL LICENSE:**TAB “B”
Council consideration to approve an additional new 2014 liquor license for Kenneth Kelley D/B/A Champ’s Sports Bar for spirituous liquor on premise consumption with food
- C. **WATER & SEWER EXTENSIONS DISCUSSION:**TAB “C”
Robby Horton (Interim City Manager)
- D. **HOWARD GILMAN MEMORIAL PARK (WEDDING RECEPTION) ALCOHOL REQUEST:**
Robby Horton (Interim City Manager)TAB “D”
Jennifer Pledger request permission to have alcohol served at daughter’s wedding

XI. NEW BUSINESS:

- A. **GAINES DAVIS SEWER EASEMENTS CONDEMNATION RESOLUTIONS:**TAB “E”
Attorney Gary Moore
- B. **ST. MARYS HOSPITAL AUTHORITY D/B/A ST. MARYS SENIOR AUTHORITY LEASE AGREEMENT:** *Attorney Gary Moore*TAB “F”
- C. **NUISANCE ORDINANCE AMENDMENT (SECTIONS 46-36 AND 46-38:**TAB “G”
Attorney Gary Moore (Added)
- D. **MCGARVEY’S WEE PUB:** *(Added)*TAB “H”
St. Patrick’s Day Special Event
- E. **BUDGET ORDINANCE-GENERAL GOVERNMENT BUILDINGS:**TAB “I”
Jennifer Brown

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

- A. **FINANCE DIRECTOR’S REPORT:** *Jennifer Brown*TAB “J”
- B. **MONTHLY SEA GRANT UPDATE:** *Roger Weaver*
- C. **CITY CALENDAR:** *City Clerk*
- D. **REPORT OF MAYOR**

XIII. GRANTING AUDIENCE TO THE PUBLIC

MAYOR AND COUNCIL COMMENTS

CITY MANAGER’S COMMENTS

XIV. EXECUTIVE SESSION: Legal (Pending Litigation)

XV. ADJOURNMENT

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

CITY COUNCIL MEETING
February 18, 2014
6:00 p.m.

MINUTES

The Mayor and City Council for the City of St. Marys, Georgia met for its regular City Council session on Monday, February 18, 2014 in the Council Chamber at City Hall.

PRESENT WERE:

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

CITY OFFICIALS PRESENT:

Steven S. Crowell, City Manager
Jennifer Brown, Finance Director
Donna Folsom, Human Resources Director
Bobby Marr, Public Works Director
Timothy Hatch, Police Chief
Roger Weaver, Planning Director
Robby Horton, Fire Chief

CALL TO ORDER:

Mayor Morrissey called the City Council Meeting to order at 6:01 p.m. Councilmember Williams gave the invocation. Mayor Morrissey led the audience in the pledge of allegiance. Council roll call indicated a quorum of Council members present for the meeting.

APPROVAL OF MINUTES: *February 3, 2014 Regular City Council Meeting Minutes*

Councilmember Nutter moved to approve the February 3, 2014 Regular City Council meeting minutes. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

February 3, 2014 Executive Session Meeting Minutes

Councilmember Gant moved to approve the February 3, 2014 Executive Session Meeting minutes. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

PRESENTATIONS:

RECOGNITION OF CITY MANAGER STEVEN S. CROWELL, JR.: *(Added)*

Mayor Morrissey recognized former Mayor Rowland T. Eskridge and former Councilmember Sidney Howell in the audience. Mayor Morrissey, City Council, City personnel and residents recognized and thanked City Manager (Steven S. Crowell, Jr.) for his dedication and service to the City of St. Marys. Mayor Morrissey read appreciation letters from current City Council, former Mayor William T. DeLoughy and former Councilmember Keith Post thanking Mr. Crowell for a job well done. Mayor Morrissey presented Mr. Crowell with several gifts from the City including replica of Orange Hall, proclamation and a picture of historic St. Marys. Mayor

Morrissey also presented Mr. Crowell with gifts from the St. Marys Museum (former Councilmember Keith Post). Mr. Crowell thanked the Mayor, City Council, City personnel and residents for their support. Mr. Crowell also thanked City personnel for their dedication and hard work.

DISTINGUISHED BUDGET AWARD-GOVERNMENT FINANCE OFFICERS ASSOCIATION: *Steven S. Crowell, Jr.*

The City Manager recognized and thanked the Finance Director (Jennifer Brown) for receiving the Distinguished Budget Award for two years in a row for the City of St. Marys. Mr. Crowell stated that less than 1% of cities in the United States receive the award. Mr. Crowell also mentioned how the award is testament to the dedicated staff in St. Marys and their commitment to making a difference for the City.

CITY MANAGER POSITION UPDATE: *(Added) Donna Folsom*

The Human Resources Director (Donna Folsom) gave a brief update on the recruitment for a new City Manager. Ms. Folsom commented on the quality of candidates applying and stated 60 resumes had been received.

Doug Vaught, 130 Plank Lane: Mr. Vaught thanked Mr. Crowell for his dedication and assistance over the years.

BOARD ANNOUNCEMENTS (VACANCIES):

- 1. St. Marys Hospital Authority D/B/A St. Marys Senior Authority (Flem J. Hall)*
- 2. Downtown Development Authority (Jerry Brandon)*

Mayor Morrissey announced a vacancy on the St. Marys Hospital Authority D/B/A St. Marys Senior Authority and the Downtown Development Authority. The Mayor and Council thanked Mr. Flem J. Hall and Mr. Jerry Brandon for their time, expertise and lifelong service to St. Marys.

BOARD APPOINTMENT (VACANCY): *St. Marys Library Board (Penny Hahn)*

Felecia F. Myers:	<u>FOR</u>	<u>OPPOSED</u>
	Councilmember Nutter	Councilmember Colville
	Councilmember Stasinis	Councilmember Gant
		Councilmember Reilly
		Councilmember Williams

Jane Canning:	<u>FOR</u>	<u>OPPOSED</u>
	Councilmember Colville	Councilmember Nutter
	Councilmember Gant	Councilmember Stasinis
	Councilmember Reilly	
	Councilmember Williams	

Ms. Jane Canning was selected to serve on the St. Marys Library Board. Councilmember Gant stated that both candidates were well qualified.

SET CONSENT AGENDA (*):

Councilmember Nutter made a motion to approve the consent agenda as New Business A, B and D. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

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

GRANTING AUDIENCE TO THE PUBLIC:

Alex Kearns, 902 Ann Street: Ms. Kearns invited the Mayor, Council and public to attend the Sea Grant Town Hall on March 19th 6:30 p.m. – 8:30 p.m. at St. Marys Theater By The Trax and St. Marys River Clean-up on March 29th. Ms. Kearns also mentioned Earth Hour for March 29th. Ms. Kearns thanked the City Manager for his service and assistance in various events/activities in the City.

Kevin Duncan (St. Marys Masonic Lodge), 203 Wheeler Street: Mr. Duncan mentioned the George Washington Pump & Stump re-enactment that took place on Sunday, February 16, 2014. Mr. Duncan briefly spoke about a roundabout adjacent to Orange Hall and the St. Marys Masonic Lodge Brick Project. Mr. Duncan stated the St. Marys Masonic Lodge is offering to give the City \$1,000.00 toward the project. Council asked Mr. Duncan if he could present designs and additional information regarding the project in a presentation. Mayor Morrissey suggested Mr. Duncan speak with Roger Weaver (Planning Director) and Councilmember Colville. Mr. Weaver stated the estimated cost in 2013 for the project was \$43,000.

Tom Canning, 410 Point Peter Place: Mr. Canning commented on the proclamation for Mr. Crowell.

OLD BUSINESS:

A. HOWARD GILMAN MEMORIAL PARK (WEDDING) – ALCOHOL REQUEST:

Steven S. Crowell, Jr.

Councilmember Williams commented that Ms. Jennifer Pledger's revision of her original request shows she is not seeking to restrict all public access to the park. Councilmember Williams stated that a St. Marys Police Officer is needed as condition for approval due to presence of alcohol. Councilmember Colville commented that reasonable limitations should be included in the approval conditions such as late set-up time of 4:00 p.m. versus 12:00 p.m., St. Marys Police Officer and clearly defined areas for the reception. Councilmember Nutter stated residents and businesses queried were not receptive to closing the park for the event. Councilmember Nutter stated additional information on specific areas Ms. Pledger would like to utilize are needed.

Councilmember Williams made a motion to table the discussion until March 3, 2014 City Council meeting to allow Robby Horton (Interim City Manager) to ascertain additional specific information on the event. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

B. WATER & SEWER EXTENSIONS DISCUSSION: Bobby Marr (Added)

Bobby Marr (Public Works Director) gave a brief overview on water and sewer extensions in the City. Councilmember Gant commented the City should prepare to move forward with smaller projects if excess monetary funds are available after Gaines Davis. The Public Works Director gave the following three recommendations of smaller projects to consider: Wright Street, Marsh View Lane and Sandhill Road area. Councilmember Nutter suggested Council consider the following three elements before selecting an area for water and sewer:

environment, quality of life and potential revenue. Council briefly discussed water and sewer extensions in unincorporated areas versus incorporated areas. Councilmember Nutter suggested selecting three areas by annexation date. Councilmember Colville stated he agreed but cost estimates should be considered as well. The City Manager mentioned that water and sewer are utilities and no tax funds can be utilized. The City Manager mentioned there were higher priorities in the City. Councilmember Gant made a motion for Bobby Marr to compile cost analysis for design on three recommended areas and present to Council. Councilmember Reilly seconded the motion. Voting was recorded as follows:

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

NEW BUSINESS:

- A. SAN JOSE BAR & GRILL NEW ALCOHOL LICENSE ADVERTISING REQUEST (*):**
Councilmember Nutter made a motion to approve advertising a public hearing for San Jose Mexican Grill & Cantina, LLC D/B/A San Jose Bar & Grill for beer, wine and liquor license on premise consumption with food. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.
- B. COLERAIN ROAD WIDENING UTILITY RELOCATION (ENGINEERING) (*):** *Bobby Marr*
Councilmember Nutter made a motion to approve the contract with EMC Engineering Services, Inc. for utility relocation plans (Colerain Road Widening Project) in the amount of \$13,500.00. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.
- C. HOMEOWNER DEVELOPMENT ACTION GRANT (HODAG):** *(Removed)*
Steven S. Crowell, Jr.
- D. BUDGET ORDINANCE (TEMPORARY FULL-TIME FLOATER) SALARY (*):** *Jennifer Brown*
Councilmember Nutter made a motion to approve increasing the Human Resources budget to cover salary and benefits for the full-time floater position and approval of a \$3,000 increase to budget for Compensation Study. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.
- E. CHAMPS SPORT BAR PUBLIC HEARING REQUEST FOR ADDITIONAL NEW ALCOHOL LICENSE (SPIRITUOUS LIQUOR):** *(Added)*
Councilmember Nutter made a motion to approve advertising a public hearing for Kenneth Kelley LLC D/B/A Champ's Sports Bar for Spirituous Liquor license on premise consumption with food. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.
- F. ALCOHOL LICENSE MONETARY CREDIT FOR NEW ALCOHOL LICENSE:***(Added)*
Mayor Morrissey
Mayor Morrissey gave a brief overview of the request by Mr. Kenneth Kelley to allow alcohol license holders to receive monetary credit for alcohol licenses already purchased and

apply the monetary credit toward a new alcohol license. Mayor Morrissey commented that he not want to set precedence but wanted to review ordinance if it was beneficial to businesses. Councilmember Nutter stated Council could consider approving a beer, wine and liquor license public hearing request while staff investigates the ordinance regarding monetary credits. Councilmember Colville stated the ordinance does permit a credit and the business could acquire a Spirituous Liquor license to accomplish their goal. Councilmember Colville also stated the request was not one the City receives on a continual basis and commented that no ordinance revision was currently required. No further action was taken.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. **CITY CALENDAR:** City Clerk

The City Clerk announced the upcoming events, activities and meetings up to March 3, 2014.

REPORT OF MAYOR:

Mayor Morrissey thanked the City Manager for his service.

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

MAYOR AND COUNCIL COMMENTS:

City Council thanked the City Manager for his dedication and wished him good luck.

CITY MANAGER'S COMMENTS:

Mr. Crowell stated he appreciated the opportunity to serve the City of St. Marys and work with everyone.

EXECUTIVE SESSION:

There was no "Executive Session" at this time.

ADJOURNMENT:

Councilmember Nutter made a motion for adjournment. Councilmember Reilly seconded the motion. Mayor Morrissey declared the meeting adjourned at 7:17 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: March 3, 2014

Board interested in serving on: St. Marys Hospital Authority Board

Name: Jane Canning

Address: 416 Pt. Peter Rd

City, State, and Zip: St. Marys Ga 31558

Contact Phone Numbers: 912-576-4933

E-mail Address: rtreat@rds.net

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

Volunteer 2 years as a pink lady at Hospital Auxiliary, was Vice President for 1 year, worked for Red Cross in Charleston in Surgery Transcribing records worked in Emergency room also,

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

the workings of the hospital are of great interest to me, especially how it serves this community. familiar with all services and their needs

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

Signature: Jane Canning

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



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 2-20-14

Board interested in serving on: Hospital Authority

Name: Jay Lassiter

Address: 202 Ready Street

City, State, and Zip: St. Marys, GA 31558

Contact Phone Numbers: _____

E-mail Address: _____

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

Small business owner, lifelong resident of St. Marys. I get along well with others

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

Community service is very important to me and I feel that I can contribute to the authority positively.

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

NONE

Signature: _____

A handwritten signature in black ink, appearing to be "Jay Lassiter", written over the signature line.

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



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: FEBRUARY 21, 2014

Board interested in serving on: DOWNTOWN DEVELOPMENT AUTHORITY and ST. MARYS HOSPITAL AUTHORITY d/b/a ST. MARYS SENIOR AUTHORITY

Describe why you are interested in serving on this board?: TO HELP IMPROVE THE EFFICIENCY, UTILIZATION, AND RESOURCES THAT THE CITY OF SAINT MARYS HAS TO OFFER

Name: MICHAEL H. SWAIN, JR. "SKIP"

Address: 200 BARKENTINE DRIVE

City, State, and Zip: SAINT MARYS, GEORGIA 31558

Contact Phone Numbers:

E-mail Address: skipswain@coastalbankofga.com

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

EDUCATION:

LOUISIANA STATE UNIVERSITY, BATON ROUGE, LA. (2013)– GRADUATE SCHOOL OF BANKING AND FINANCE
THE GEORGIA ACADEMY FOR ECONOMIC DEVELOPMENT (2007)

LEADERSHIP CAMDEN (2005)

GEORGIA SOUTHERN UNIVERSITY, STATESBORO, GA (2003)– B.B.A. IN FINANCE WITH CONCENTRATIONS IN
ECONOMICS, REAL ESTATE, FINANCIAL PLANNING, AND RISK MANAGEMENT
CAMDEN COUNTY HIGH SCHOOL, KINGSLAND, GA (1998) - COLLEGE PREP

WORK EXPERIENCE:

THE COASTAL BANK OF GEORGIA, SAINT MARYS, GA – VICE PRESIDENT (2006 – PRESENT)

FIRST NATIONAL BANK, SAINT MARYS, GA – ASSISTANT VICE PRESIDENT (2003 – 2006)

SKILLS AND ABILITIES:

EXTENSIVE KNOWLEDGE OF THE LOCAL BUSINESS ENVIRONMENT, BUSINESS OWNERS, OPPORTUNITES,
CHALLENGES, AND DEMOGRPAHICS OF SAINT MARYS, CAMDEN COUNTY, AND COASTAL GEORGIA.

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

NONE

Signature: _____

A handwritten signature in black ink, appearing to read "M. Swain", written over a horizontal line.

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

February 25, 2014

Ms. Deborah Walker-Reed
City Clerk
418 Osborne St.
St Marys, GA 31558

Dear Ms. Deborah Walker-Reed,

I am writing to request consideration for the vacant seat on the Downtown Development Authority (DDA)

As a relatively new citizen of St Marys, I have become involved with the Camden Roundtable (CRT), a citizens group that works to facilitate the presentation of factual information on topics of interest to the community. Last year, I participated in promoting a fair and successful election process. This year I was appointed team captain of the "Spaceport" project within the CRT.

As an ex corporate executive, I have considerable experience in strategic planning, business development and operations management that I would bring to the table. At three of the previous companies I worked for, I created the Vision, Mission, Objectives, Strategies and Tactics and ran the organizations accordingly.

Being new to the town, I bring a fresh set of eyes and perspective to the DDA. I love the river front park and the whole idea of preserving the historic heritage of the downtown. It needs to be taken to the next level though. I see the vision of the Gateway Project as well as the Maritime Heritage District. I have other ideas for the downtown area as well and could share and work to implement them as part of the DDA team. I am newly retired and can therefore put in the time and energy towards improving the downtown areas of St Marys through the efforts of the DDA..

I am truly excited about the opportunity to serve my community and would like to be part of this great team. I have attached my resume for your consideration.

Joseph Antao.

Sincerely

Joseph Antao
209 Osprey Circle
St Marys, GA 31558

JOSEPH ANTAO

209 Osprey Circle.

St Mary's GA 31558

joe_anta@yahoo.com

EXECUTIVE SUMMARY

Accomplished business executive with twenty years of experience at Texas Instruments' (TI's) Semiconductor Division. At TI, I held full product line responsibility for a global business and doubled sales each year. I provided cost savings, productivity increases and inventory reductions. At Semiconductor Technologies and Instruments (STI), I was charged with setting the strategic direction of the company, managed operations of this global company and put in place global customer service organization.

Key Skills: Strategic planning. Business development. Entrepreneurial startups. Change agent with excellent organizational skills. Solutions oriented and resourceful. Strong management skills with ability to work under pressure and motivate others. Train and lead engineering operations teams. Collaborative team player. Influence and negotiate win/win situations across diverse stakeholders. Articulate leader.

MBA, Southern Methodist University. **BSME**, Oklahoma State University.

SELECTED ACCOMPLISHMENTS

Initiated and negotiated sale of TI PAC division to outside buyers. Corporate TI management was divesting divisions. Assembled necessary materials to present to prospective buyers. Worked with lawyers, accountants, and engineers during due diligence process. Recruited to become its President.

Designed and developed automotive controls that won two TI contracts from GM and Ford. General Motors and Ford were introducing a new transverse engine. Designed and developed two new switches to meet the specifications. Directed testing and qualification for switches at customers' labs, obtaining approval and orders.

Avoided overhead expense and layoffs when semiconductor production cycle dipped. TI experienced industry-wide swings in business volume. Company forced to ramp production up and down to meet demand. Contracted with outside firms to build overload sub-assemblies and equipment. Retained TI experienced employees through periodic outsourcing.

Doubled TI PAC sales each year to reach revenue goals. Corporate TI realigned Process Automation Center from cost center to become profit-based. Engaged a network of distributors and agents to sell product worldwide. Visited key accounts to build relationships and consummate contracts. Managed sales and key account presentations in trade shows.

Resolved cultural conflicts between new overseas owners of American company STI. Purchase by a Singaporean firm of an American organization presented conflict resolution challenges. Obtained resources for two groups to aid cultural understanding. Drove collaboration on shared customer projects. Increased team understanding, freed up Dallas team to focus on an emerging semiconductor wafer fab market.

CAREER SUMMARY

President, Cycle & RV Stuff USA, 2000 to 2013. Developed business model for entrepreneurial startup. Established financial resources and services, employees and support systems. Prepared the annual forecast and budget. Directed order processing, payroll and General Ledger operations. Started second company RV Stuff USA to sell RV accessories.

President, Semiconductor Technology & Instruments (STI), 1997 to 2000. Company formed within and spun off from TI. Managed over 100 employees. Global responsibilities included sales, marketing, engineering and manufacturing. Directed purchasing, finance, accounting, human resources, facilities and operations. Conducted quarterly operations reviews including budget, forecast, financial performance and engineering projects.

Texas Instruments, Fortune 500 semiconductor and electronic company, 1977 to 1997.

Department Manager, TI - Process Automation Center. Managed 150 person staff. Full product line responsibility for \$25M semiconductor lead inspection business. Developed a global trade sales business.

Early Experience: Branch Manager, Engineering Section Manager, Ex-patriot Assignment, Process Engineer.



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: FEB. 24, 2014

Board interested in serving on: CITY OF ST. MARYS DOWNTOWN DEVELOPMENT AUTHORITY

Name: WILLIAM R. (BILL) BRUCE

Address: 304 CHARLESTON WAY

City, State, and Zip: ST. MARYS, GA 31558

Contact Phone Numbers: _____

E-mail Address: BRUCEWR@COMCAST.NET

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

RETIRED LAWYER (TN), OVER 50 YEARS PRACTICE

FORMER LEGISLATOR (HOUSE & SENATE, TN)

FORMER CHAIRMAN, HEALTH, EDUCATION, AND HOUSING FACILITIES BOARD
(MEMPHIS, TN)

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

DESIRE TO HELP ST. MARYS, AND IN PARTICULAR ITS DOWNTOWN AND
WATERFRONT, ACHIEVE ECONOMIC DEVELOPMENT WHILE PRESERVING
ITS BEAUTY AND CULTURE; SAVE STRUGGLING SMALL BUSINESSES

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

NONE

Signature: William R. Bruce

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



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: FEB 24, 2014

Board interested in serving on: DOWN TOWN DEVELOPMENT AUTHORITY

Name: MICHAEL J. DEMBECK

Address: 202 SERPENTINE DRIVE

City, State, and Zip: ST. MARYS, GA 31558

Contact Phone Numbers: H: 919-729-8822, C: 340-514-9964

E-mail Address: MICHAEL.DEMBECK@GMAIL.COM

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

PLEASE SEE ATTACHED RESUME FOR
PROFESSIONAL CREDENTIALS AND QUALIFICATIONS

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

HAVING MOVED TO ST. MARYS TWO YEARS AGO,
I AM INTERESTED IN CONTRIBUTING MY
EXPERIENCE AND TALENTS TO BENEFIT ST. MARYS AND ITS
CITIZENS.

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

NONE

Signature: Michael J Dembeck

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

February 25, 2014

TO: Mayor John Morrissey and Members of the St. Marys City Council

RE: Application for Appointment to the Downtown Development Authority

FROM: Michael Dembeck

Dear Mayor Morrissey and Members of the City Council:

My wife and I moved to St. Marys two years ago from St. Croix in the U.S. Virgin Islands, where I was executive director of the St. Croix Chamber of Commerce. Having followed media reports and discussed with Bill Gross and Gary Straight the evolving economic development opportunities and challenges confronting Camden County as a whole, I believe I can offer a fresh perspective and constructive, positive contributions to the St. Marys Downtown Development Authority.

As outlined in my resume, my professional credentials include successfully working with economic development agencies and initiatives, building beneficial, collaborative partnerships with diverse organizations and constituencies, and stimulating positive community and political support through effective communications.

Thank you for your consideration of my application to serve on the St. Marys Downtown Development Authority.

I am available to meet with you at your convenience.

With Regards,



Michael J. Dembeck

Michael J. Dembeck

202 Serpentine Drive
St. Marys, GA 31558
912-729-8822 | 340-514-9964
michael.dembeck@gmail.com

Savvy, results-driven public relations professional with 20+ years in corporate, agency and institutional experience in planning and managing cost-effective, strategic communications programs and public relations initiatives for chamber of commerce, government agencies, major companies and public utilities.

- Strategic Communications Planning
- Issues Analysis
- Target Audience Identification
- Message Development
- Media Relations
- Crisis Communications
- Conflict Resolution
- Consensus Building
- Image Enhancement
- Trouble Shooting
- Political Lobbying
- Community Relations
- Excellent Writing Skills

PROFESSIONAL CREDENTIALS AND QUALIFICATIONS

Chamber of Commerce Credentials

- Hired under contract by the St. Croix Chamber of Commerce, U.S. Virgin Islands as Executive Director with the challenge of rebuilding membership, establishing fiscal accountability and restoring credibility throughout all segments of the community. Through aggressive recruitment, Chamber membership increased from fewer than 100 businesses to more than 300 businesses and individuals. Fiscal checks and balances were established and the financial stability of the Chamber was restored. Built high-profile, positive public perception and credibility throughout the business and political community. Initiated collaborative partnerships with other local organizations and government agencies, including the Virgin Islands Economic Development Authority, the Virgin Islands Hotel and Tourism Association and the St. Croix Environmental Association, among others. Voted the "Best Non-Profit Organization" by the readers of the *Virgin Islands Daily News* in 2010. Working with Governor John P. deJongh, Jr. and the Virgin Islands Economic Development Authority, the Chamber played an integral role in attracting business growth and expansion. These efforts included winning legislative and community support for construction of a \$165 million rum distillery that began operation in 2011. Built and operated by Diageo, the world's second leading producer of spirits, the distillery is capable of producing 20 million proof gallons of Captain Morgan rum on an annual basis, creating hundreds of direct and indirect jobs, and generating an estimated \$100 million in new tax revenue for the Virgin Islands every year. The Chamber also played in key role in representing the business community on political and legislative issues, including securing a reduction in gross receipts taxes for small businesses. In 2008 and again in 2010, the Chamber hosted a series of political debates for gubernatorial and legislative candidates to provide Chamber members with an opportunity to hear the candidates' positions on issues important to the business community. In addition to managing the day-to-day operations of the St. Croix Chamber of Commerce, the executive director served on a number of community boards and commissions, including the Virgin Islands Economic Leadership Council, the Governor's Cruise Ship Working Group, the University of the Virgin Islands Advisory Board for Community and Lifelong Learning, and the Virgin Islands Territorial Emergency Planning Administration Oversight Committee.

PUBLIC RELATIONS AGENCY CREDENTIALS

MJD COMMUNICATIONS

Founder and managing partner of MJD Communications based on St. Croix, U.S. Virgin Islands specializing in providing communications consulting and public relations services to local businesses and government agencies. Clients included Diageo USVI, Coldwell Banker Land-de Wilde Realty, the Virgin Islands Economic Development Authority, the Virgin Islands Water and Power Authority, the St. Croix Chamber of Commerce and Seaborne Airlines, among others. Services included message development, crisis communications, production of annual reports and collateral materials, media and community relations.

MUSTIQUE COMMUNICATIONS, INC.

President and managing partner of Mustique Communications, Inc. - a full-service public relations agency based in Pawleys Island, SC specializing in local government, industrial and utility clients. Planned and managed comprehensive public relations initiatives, incorporating issues analysis, message development, media relations, crisis communications, community relations and employee communications, with the following results:

GEORGETOWN COUNTY (SC) WATER AND SEWER DISTRICT

- ◆ Built customer and community understanding and support for construction and start-up of a surface water treatment plant to complement its network of 24 groundwater wells versus purchasing supplemental water supplies from a neighboring utility.
- ◆ Increased customer satisfaction with the rates and quality of water and sewer services from below 60 percent to nearly 90 percent through a comprehensive five-year strategic communications plan, including media releases, customer newsletters, bill inserts, water quality reports, executive presentations and customer service initiatives.
- ◆ Worked directly with the Chairman of the Board and Executive Director, drafting all press releases, press conferences, talking points, speeches, op/ed columns and letters-to-the-editor on issues ranging from water quality to system expansion to emergency drought restrictions.
- ◆ Drafted, designed and packaged a two-volume nomination that resulted in the District winning the EPA's prestigious Safe Drinking Water Act Excellence Award in direct competition with larger water systems and accompanying resources serving Tampa, FL, Atlanta GA, and Knoxville, TN.

GEORGETOWN (SC) STEEL CORPORATION

- ◆ Shortened a predicted prolonged strike by 700 members of United Steel Workers of America by cultivating a media/community/government backlash against the striking workers, their leaders and their demands. The striking workers returned to work in less than six weeks after agreeing to a contract that totaled less than the original offer tendered by the company. Worked directly with senior management and outside labor attorneys on preparing all news releases, talking points, media interviews, op/ed columns, press conferences and media tours.
- ◆ Undermined a class action environmental lawsuit through a media and community relations campaign to enhance public perception of the company's efforts to improve its environmental performance and highlighting its economic contributions to the community, including commissioning a

third-party economic impact study. Worked directly with senior management and outside environmental attorneys on drafting press releases, op/ed columns, letters-to-the-editor, talking points and community presentations.

CITY OF GEORGETOWN (SC)

- ◆ Won overwhelming voter approval of 90 percent in a public referendum for funding installation of a fiber optics communications systems by publicizing its benefits via news releases, op/ed columns, community speeches, and third-party endorsements.
- ◆ Built citizen and community understanding and support for doubling the size of the city's existing wastewater treatment plant through media releases, newsletters, radio advertising, talk shows, public service announcements and community presentations.
- ◆ Worked directly with Mayor and City Administrator on drafting media releases, talking points, op/ed columns and letters-to-the editor on a variety of emerging municipal issues, including an increase in garbage collection fees, flood prevention programs and historic preservation efforts.
- ◆ Published a quarterly newspaper insert, *CityScope*, updating citizens on relevant issues, activities and events.

GEORGETOWN COUNTY (SC) ECONOMIC DEVELOPMENT COMMISSION

- ◆ Established a unique identity and marketing tool for the recruitment of new and expanding business to the county through conception and publication of a controlled-circulation, four-color, quarterly magazine, *Business Tides*, that was selected as best publication in its class by the Southeast Association of Economic Development Agencies,

HILTON HEAD (SC) PUBLIC SERVICE DISTRICT #1

- ◆ Worked directly with the General Manager to enhance customer and community understanding and appreciation for the District's efforts to provide customers cost-efficient, safe and reliable water and sewer operations through an on-going strategic communication campaign that included annual reports, customer newsletters, water quality reports, media releases, video presentations to civic clubs and community outreach activities.

BEAUFORT-JASPER (SC) PUBLIC SERVICE DISTRICT

- ◆ Built customer and community understanding and confidence in the District's water and sewer operations, despite lingering radiation levels in surface water drawn from the Savannah River, through a strategic communication effort that included water quality reports, quarterly customer newsletters, bill inserts and media relations.

CONTINENTAL GENERAL TIRE CORP.

- ◆ Defused potential violent confrontations between the German management of the company and 1,200 striking members of United Steel Workers of America at its Charlotte (NC) headquarters by consulting and working with the foreign management team on public relations strategies leading to a negotiated settlement versus combative measures common in Europe. Worked directly with Human Resources Vice President and outside labor attorneys on drafting all press releases, press conferences, talking points, media interviews and employee presentations.

Corporate Credentials

- Recruited by Duke Power Company (now Duke Energy) in Charlotte (NC) following the Three Mile Island nuclear accident. Working directly with senior executives, led the effort to reshape Duke Power's identity from a small but efficient "Tobacco Road" electric utility into one of the nation's premier nuclear utilities, building Wall Street and investor confidence through six award-winning annual reports, analyst presentations in NYC and tours of Duke Power's nuclear facilities.
- Promoted to head up a newly-created division, Creative Services & Advertising, within Duke Power's Corporate Communications Department. Recruited and managed a 10-person staff of writers, graphic designers and teleproduction/video professionals. This division was responsible for all external communications, including annual and quarterly reports, customer communications, video production and corporate advertising, winning numerous industry and cross-industry awards.
- Worked directly with former CEO and Chairman of the Board Bill Lee and other senior executives on speeches and presentations as well as corporate image advertising and overall message development and delivery vehicles. Acted as media coordinator and media spokesperson in the aftermath of Hurricane Hugo and as a member of Duke Power's Crisis Management Team.
- Recruited as an "on-loan executive" by a Duke Power subsidiary and the U.S. Department of Energy for a six-month assignment in Washington, DC to consult on building public acceptance for a high-level nuclear waste repository in Nevada.

Media Credentials

- Recruited by Knight-Ridder Newspapers to Charlotte (NC) *News*, which at the time was the largest afternoon daily newspaper in the Carolinas and later merged with the Charlotte (NC) *Observer*. Established the newspaper's first capitol bureau in Raleigh, NC and was chief political correspondent, providing daily coverage of the state capitol and North Carolina General Assembly.

PROFESSIONAL SUMMARY

St. Croix Chamber of Commerce U.S. Virgin Islands Executive Director	2005-2012
MJD Communications (owner) U.S. Virgin Islands <i>Freelance public relations and media agency</i>	2002-2012
Mustique Communications Pawleys Island, SC	1993-2001
Duke Energy Charlotte, NC	1979-1993
Charlotte News and Observer Charlotte, NC	1973-1978

PROFESSIONAL REFERENCES AVAILABLE UPON REQUEST.



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: MARCH 3, 2014

Board interested in serving on: DOWNTOWN DEVELOPMENT AUTHORITY

Name: SEAN D. MYERS

Address: 817 RIVERVIEW DR. W.

City, State, and Zip: ST. MARYS, GA 31558

Contact Phone Numbers: 912-882-7533

E-mail Address: SDIMYERS@TDS.NET

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

- CURRENT MEMBER OF THE DEVELOPMENT AUTHORITY OF ST. MARYS
- 20+ YEARS OF ENGINEERING & OPERATIONS MANAGEMENT EXPERIENCE
- SEE RESUME FOR ADDITIONAL INFO

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

- DESIRE TO LEARN MORE OF MUNICIPLE GOVERNMENT
- CONCERNED REGARDING THE GROWTH/DEVELOPMENT OF ST. MARYS

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

NONE

Signature: Sean D. Myers

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

Sean D. Myers (817 Riverview Dr. W.; St. Marys, GA 31558)
912-573-2099 (Off.) ► 912-882-7533 (Res.) ► 912-322-1618 (Cell)

Summary of Qualifications:

- 24 years of experience working with the Navy SSP customer, the Fleet Ballistic Missile (FBM) program, D5 missile system, facilities design/modifications, Support Equipment and Material Handling Equipment (MHE).
- 10 years of experience as a coded Lockheed Martin leader embracing Full Spectrum Leadership imperatives
- 15 years of experience in the Civil and Mechanical Engineering disciplines.
- Strong project management skills with a proven ability to build and manage creative and highly energized focus teams
- 40 years of hands on construction experience
- Lead and motivated a diverse team of engineers, planners, mechanics and administrative personnel
- Dynamic, results orientated leader with strong communication skills resulting in customer satisfaction and highly effective relationships with upper level management, peers, and subordinate work groups
- Certified as a Cost Account Manager
- LM21 Green Belt certified

Facilities Engineering, Project Management and Maintenance

- Developed facility design criteria (FDC) and performed facility evaluation tests (FETs) to ensure that constructed facilities met government specifications
- Attended design reviews with the customer and architect
- Managed facility and roadway construction projects, production installations and activities to ensure that cost, technical and schedule objectives were met
- Established the Initial Operating Capability (IOC) for facilities
- Delivered construction management and technical oversight of construction projects ranging in cost up to \$45 million
- Provided contract management for Lockheed Martin subcontracts
- Generate engineering design packages (i.e. specifications, drawings and cost estimates) for facility modifications /installations/building maintenance
- Provide ongoing project management, technical oversight and maintenance management for construction projects within the community

Mechanical Engineering/Technical

- Serve as the technical director of the Material Handling Equipment (MHE) and Civil Engineering Support Equipment (CESE) maintenance programs
- Provided mechanical engineering design and implement corrective rework/repair of mechanical support equipment meeting government requirements and specifications
- Served as Mechanical Support Equipment Team lead for all activities leading up to the successful implementation of Tomahawk Missile processing

Sean D. Myers (817 Riverview Dr. W.; St. Marys, GA 31558)
912-573-2099 (Off.) ► 912-882-7533 (Res.) ► 912-322-1618 (Cell)

Operations Management

Personnel Management

- Performed yearly performance evaluations
- Develop and implemented training and improvement plans
- Managed a team up to 36 hourly and 11 salaried personnel

Cost Account Management (CAM)

- Strategic/tactical planning and forecasting of departmental budget (>\$5,000,000)
- Manage budget (labor and non-labor items) to the spending allocation plan
- Conduct monthly financial overview

Organizational Development

- Provide a “systems” approach to ensure long term organizational success
- Develop and negotiate business arrangements that provide “win-win” results
- Perform risk assessment analysis to drive organizational improvements

Public Relations/Communications

- Appointed as the Two-Way Communications Lead for LM at Kings Bay, GA
- Created a set of best practices to foster communications within the work force
- Serve as the management representative for the employee led Safety Program (SOLAR) ensuring that all safety objectives are met

Employment History

Feb 2003– Present	Manager, Maintenance Operations	Lockheed Martin Kings Bay, GA
Jul 1989 – Feb 2003	Facilities and Mechanical Engineer	Lockheed Martin Kings Bay, GA
Jul 1988 – Jul 1989	Civil Engineer	Georgia Department of Transportation Perry, GA

Education: Georgia Southern University, BS Civil Engineering, 1988



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: FEBRUARY 21, 2014

Board interested in serving on: DOWNTOWN DEVELOPMENT AUTHORITY and ST. MARYS HOSPITAL AUTHORITY d/b/a ST. MARYS SENIOR AUTHORITY

Describe why you are interested in serving on this board?: TO HELP IMPROVE THE EFFICIENCY, UTILIZATION, AND RESOURCES THAT THE CITY OF SAINT MARYS HAS TO OFFER

Name: MICHAEL H. SWAIN, JR. "SKIP"

Address: 200 BARKENTINE DRIVE

City, State, and Zip: SAINT MARYS, GEORGIA 31558

Contact Phone Numbers:

E-mail Address: skipswain@coastalbankofga.com

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

EDUCATION:

LOUISIANA STATE UNIVERSITY, BATON ROUGE, LA. (2013) - GRADUATE SCHOOL OF BANKING AND FINANCE
THE GEORGIA ACADEMY FOR ECONOMIC DEVELOPMENT (2007)
LEADERSHIP CAMDEN (2005)
GEORGIA SOUTHERN UNIVERSITY, STATESBORO, GA (2003) - B.B.A. IN FINANCE WITH CONCENTRATIONS IN ECONOMICS, REAL ESTATE, FINANCIAL PLANNING, AND RISK MANAGEMENT
CAMDEN COUNTY HIGH SCHOOL, KINGSLAND, GA (1998) - COLLEGE PREP

WORK EXPERIENCE:

THE COASTAL BANK OF GEORGIA, SAINT MARYS, GA - VICE PRESIDENT (2006 - PRESENT)
FIRST NATIONAL BANK, SAINT MARYS, GA - ASSISTANT VICE PRESIDENT (2003 - 2006)

SKILLS AND ABILITIES:

EXTENSIVE KNOWLEDGE OF THE LOCAL BUSINESS ENVIRONMENT, BUSINESS OWNERS, OPPORTUNITIES, CHALLENGES, AND DEMOGRAPHICS OF SAINT MARYS, CAMDEN COUNTY, AND COASTAL GEORGIA.

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

NONE

Signature: _____

A handwritten signature in black ink, appearing to read "Michael H. Swain, Jr.", written over a horizontal line.

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

CITY COUNCIL MEETING

March 3, 2014

TITLE: SAN JOSE MEXICAN GRILL & CANTINA, LLC D/B/A SAN JOSE BAR & GRILL
(NEW ALCOHOL LICENSE)

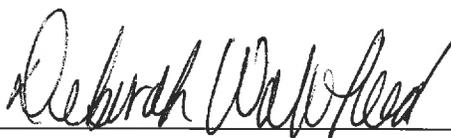
PURPOSE: Council consideration to approve San Jose Mexican Grill & Cantina, LLC D/B/A San Jose Bar & Grill new Alcohol License for the sale of beer, wine, and liquor with food on premise consumption.

RECOMMENDATION: Having met all requirements, staff recommends approval of a new 2014 beer, wine, and liquor license.

HISTORY: At the last meeting, City Council approved advertising for a public hearing which was duly posted in the Tribune & Georgian, and held prior to this evening's Council meeting. Mr. Gilberto Macias owns the building at 916 C Kings Bay Road, St. Marys, Georgia 31558 and plans to operate as a bar and grill.

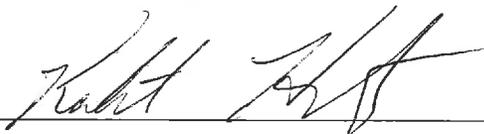
Department

Director: _____



City

Manager: _____





CITY OF ST. MARYS
418 OSBORNE STREET
ST. MARYS, GEORGIA 31558
TELEPHONE: 912-510-4041
FAX: 912-510-4013

**NOTICE OF PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE**

The City of St. Marys, Georgia has received an application for an alcohol beverage license from San Jose Mexican Grill & Cantina, LLC D/B/A San Jose Bar & Grill at 916 C Kings Bay Road, St. Marys, Georgia, for the sale of beer, wine and liquor on premise consumption with food. Notice is hereby given that a Public Hearing on this application is scheduled for Monday, March 3, 2014 at 5:45 p.m. in the Council Chamber at St. Marys City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

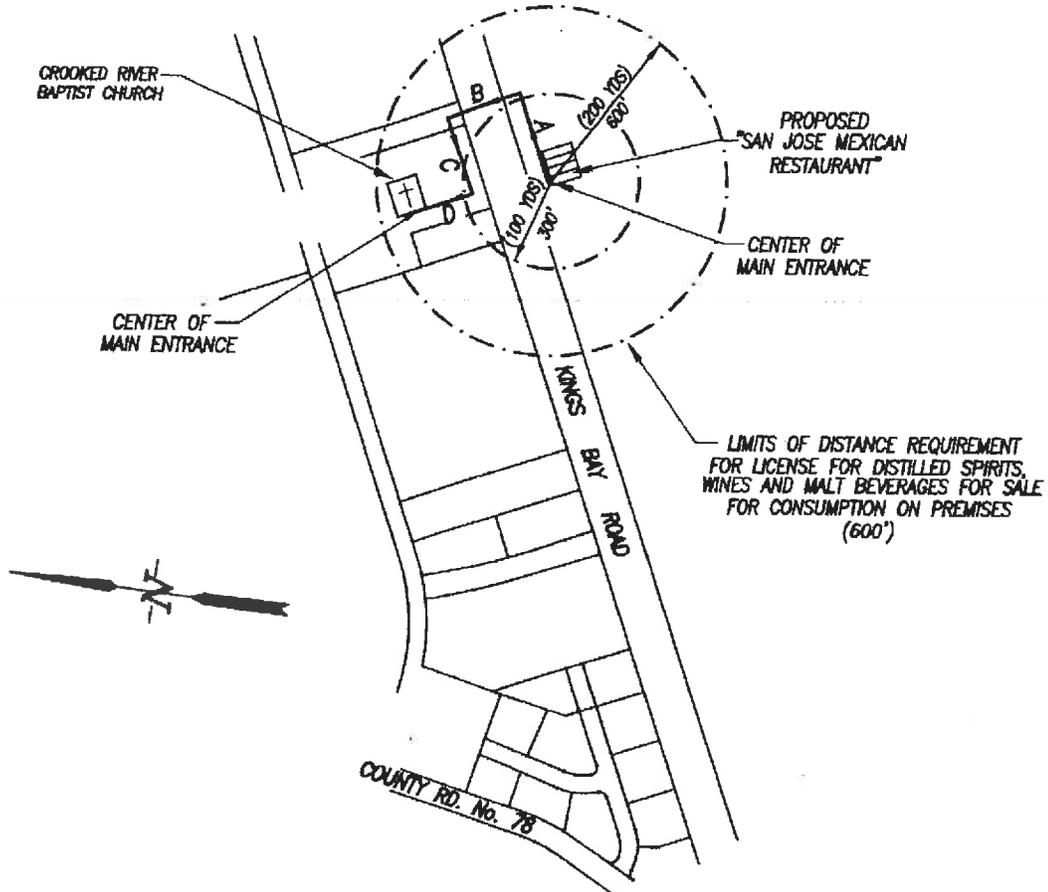
Deborah Walker-Reed

Deborah Walker-Reed, City Clerk

PLEASE RUN: February 20th & 27th

MAP TO SHOW

ALCOHOL BEVERAGE LICENSE SURVEY FOR SAN JOSE MEXICAN RESTAURANT, CITY OF ST. MARYS, 29th G.M.D., CAMDEN COUNTY, GEORGIA FOR: MACIAS ENTERPRISES, LLC, dba SAN JOSE MEXICAN RESTAURANT



NOTES:

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

DISTANCE SUMMARY:

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

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

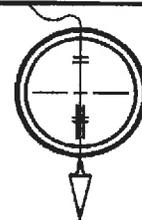
F.B.: BSIS, PG.: 66
SURVEY DATE: 12-11-2013



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

BY: *[Signature]* No. 2893
DATE: 12-11-2013
ENGINEER TO BENNETT SURVEYING, INC. No. 2893

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



PREPARED BY:

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



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



2014
YEAR

APPLICATION
ALCOHOL BEVERAGE LICENSE

TYPE OF LICENSE

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

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

- State the official name which the business or establishment to be licensed will be conducted:
San Jose Mexican Grill & Cantina LLC
DBA SAN JOSE BAR & GRILL
- If natural person(s), state the name(s), Social Security number(s), telephone number(s), mailing address (es), and birth date(s) of all applicant(s) and/or owner(s) of business to be licensed:
Jose R Macias
463797 SR 200 Yulee FL 32097
Gilberto Macias 307 Briarwood Cir Kingstlan GA 31548
- If applicant is a partner, or any kind, state the names, Social Security numbers, telephone numbers and mailing addresses of all members of the partnership:
Jose R Macias
463797 SR 200 Yulee FL 32097
904. 525 7268
Gilberto Macias 307 Briarwood Cir Kingstlan GA 31548
- If Applicant is a corporation, state the following:
 - Shareholders' names, Social Security numbers, telephone numbers, and addresses:
GILBERTO MACIAS
463797 SR 200 YULEE, FL
JOSE MACIAS
463797 SR 200 YULEE, FL 32097

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

President: GILBERTO MACIAS
307 BRIARWOOD CR KINGSLAND GA 31548

Vice President:

JOSE MACIAS
463797 SR 200 YULEE FL 32097

Secretary:

GILBERTO MACIAS - SAME

Treasurer:

JOSE MACIAS - SAME

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

Board Member:

GILBERTO MACIAS - SAME

Board Member:

JOSE MACIAS - SAME

Board Member:

Board Member:

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

NONE

6. State the name(s), Social Security number(s), and mailing address (es) and birth date(s) of each person who will manage the establishment or business to be licensed:
GILBERTO MACIAS - SAME
7. State whether or not the above-named manager(s) has ever been convicted of a crime or has ever been the subject of an alcoholic beverage license suspension or revocation by the State of Georgia or any other city or jurisdiction:
NO
8. If the response to the preceding was in the affirmative, state the date, nature, and name of said revoking or suspending body or agency:
N/A
9. State whether or not the applicant and/or any of the officials, entities, or persons named above have ever been convicted of violating any ordinance, regulation, or law of any jurisdiction with regard to the sale or distribution of alcoholic beverages:
NO
10. If your response to the preceding was in the affirmative, give a detailed description of such violation, including the name of the jurisdiction where the violation occurred:
N/A
11. State whether or not the applicant and/or any of the officials, entities or persons named above have ever been the subject of a suspension or revocation proceeding which regard to any alcoholic beverage license or permit:
NO
12. If the answer to the preceding was in the affirmative, state a detailed description of such adverse administrative action and the name of the jurisdiction wherein such action occurred:
N/A
13. State whether or not any of the individuals or entities identified above has been convicted of any crime and, if so, state a detailed description which includes the nature of the offense, date of conviction, and name of the jurisdiction:
NO
14. If applicant or any of the individuals or entities named above holds an alcohol beverage license from any other jurisdiction or from the State of Georgia, state the name of each such jurisdiction and of the licensed location for any State license or attach a copy of each such license to this application:
463797 SR 200 YULEE, FL 32097

15. State the physical address of the location to be licensed:
916 KINGS BAY RD ST MARYS, GA
16. If the location for which the license is sought has been or is now licensed, state the name of the business or establishment and the name of the licensee:
FORMERLY AUNT BEE'S RESTAURANT - DON'T KNOW
17. State the nature of the business to be conducted at or upon the location to be licensed (i.e., restaurant, convenience store, lounge or bar, pool hall, etc.):
RESTAURANT AND BAR

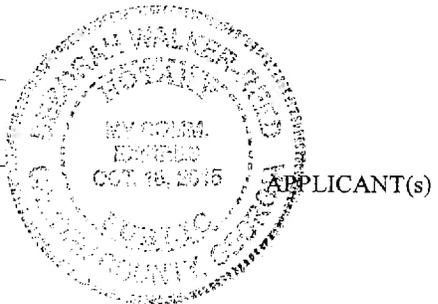
The undersigned hereby stipulates and states that all statements given in this application are true and correct and made for the purpose of inducing aforesaid City to issue or renew said alcoholic beverage license(s). Applicant further states this document is sworn to and subscribed hereto with the full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

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

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

Sworn to and subscribed to this 7 day of February, 2014

[Signature]



Roxana Borden Kucher
 WITNESS
Richard W. H. Hild
 NOTARY PUBLIC
 [SEAL]

Date application and check received City: 02/07/2014 City Clerk: Deborah Walker-Reed

CITY COUNCIL MEETING

March 3, 2014

TITLE: Kenneth Kelley D/B/A Champs Sports Bar (New Alcohol License)

PURPOSE: Council consideration to approve Kenneth Kelley D/B/A Champ's Sports Bar for an additional new Alcohol License for the sale of spirituous liquor with food on premise consumption.

RECOMMENDATION: Having met all requirements, staff recommends approval of a new 2014 Spirituous Alcohol License.

HISTORY/ANALYSIS: At the last meeting, City Council approved advertising for a public hearing which was duly posted in the Tribune & Georgian, and held prior to this evening's council meeting. Mr. Kenneth Kelley is leasing 2714 Osborne Road, Suite L, St. Marys, Georgia to conduct business as a sports bar. Mr. Kelley currently holds an Alcohol License for beer and wine with food on premise consumption.

Department

Director: _____



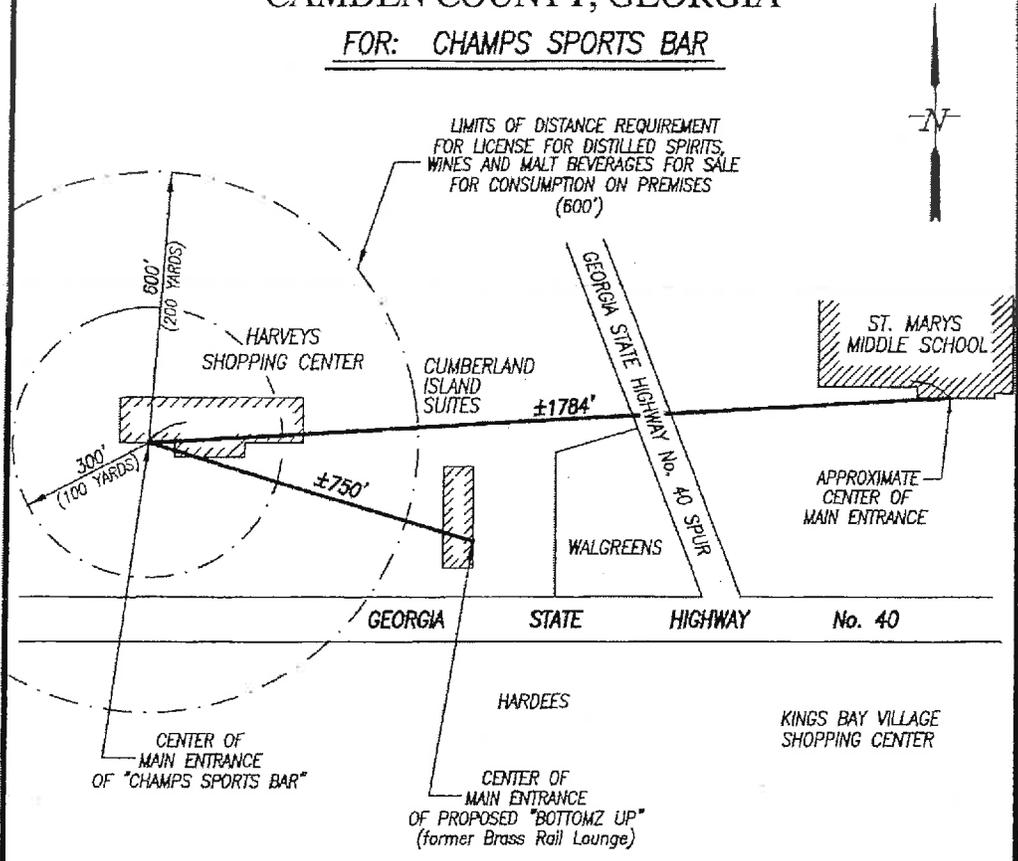
City

Manager: _____



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

FOR: CHAMPS SPORTS BAR



NOTES:

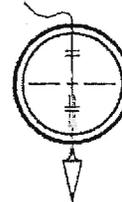
- 1.) DUE TO EXCESSIVE DISTANCES BEYOND THE CITY OF ST. MARYS DISTANCE REQUIREMENT, ALL DISTANCES SHOWN HEREON WERE SCALED FROM AERIAL PHOTOGRAPHS AND VERIFIED USING SATELLITE MAPPING SOFTWARE.
- 2.) THERE ARE NO RESIDENTIAL DWELLINGS WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENT AT THIS TIME, AS INDICATED BY MEANS OF A VISUAL INSPECTION.
- 3.) THERE ARE NO IN-HOME DAY CARES, SCHOOLS, ALCOHOLIC TREATMENT CENTERS, HOUSING AUTHORITY PROPERTY OR EDUCATIONAL BUILDING WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENTS AT THIS TIME, AS INDICATED BY MEANS OF VISUAL INSPECTION.



SCALE: 1" = 300'

DWN. BY:
G.D.

CKD. BY:
R.B.



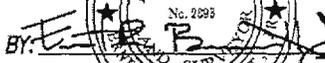
PREPARED BY:

BENNETT SURVEYING, INC.
 Surveyors and Land Planners

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

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

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

BY:  DATE: 11-01-2013
 ERNEST R. BENNETT
 GA. REGISTERED SURVEYOR NO. 2893



CITY OF ST. MARYS
418 OSBORNE STREET
ST. MARYS, GEORGIA 31558
TELEPHONE: 912-510-4041
FAX: 912-510-4013

**NOTICE OF PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE**

The City of St. Marys, Georgia has received an application for an alcohol beverage license from Kenneth Kelley D/B/A Champs Sports Bar 2714 Osborne Road, Suite L, St. Marys, Georgia, for the sale of spirituous liquor on premise consumption with food. Notice is hereby given that a Public Hearing on this application is scheduled for Monday, March 3, 2014 at 5:45 p.m. in the Council Chamber at St. Marys City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

Deborah Walker-Reed

Deborah Walker-Reed, City Clerk

PLEASE RUN: February 20th & 27th, 2014



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



2014
 YEAR

APPLICATION
ALCOHOL BEVERAGE LICENSE

TYPE OF LICENSE

		<u>ON-PREMISE</u>		<u>OFF-PREMISE</u>	
BEER & WINE	\$ 1,100.00	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food
SPIRITUOUS LIQUOR	\$ 1,650.00	<input checked="" type="checkbox"/> With Food	<input type="checkbox"/> Without Food	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food
BEER/WINE/LIQUOR	\$ 2,750.00	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food
PRIVATE CLUBS	\$ 550.00	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food		
TEMPORARY DAILY	\$ 110.00	<input type="checkbox"/> With Food	<input type="checkbox"/> Without Food	(Two days per year.)	
ADMINISTRATION FEE	\$ 150.00				

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

- State the official name which the business or establishment to be licensed will be conducted:
Champs Sports Bar
- If natural person(s), state the name(s), Social Security number(s), telephone number(s), mailing address (es), and birth date(s) of all applicant(s) and/or owner(s) of business to be licensed:
Kenneth Kelley DBA Champs Sports Bar
130 Camellia Dr Kingstand GA 31548 DOB
- If applicant is a partnership of any kind, state the names, Social Security numbers, telephone numbers and mailing addresses of all members of the partnership and the business percentage allocation:
N/A
- If Applicant is a corporation, state the following:
 - Shareholders' names, Social Security numbers, telephone numbers, and addresses:
N/A
 - Officers' names, Social Security numbers, telephone numbers, and addresses:
 President:
N/A

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

President: N/A

Vice President: N/A

Secretary: N/A

Treasurer: N/A

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

Board Member: N/A

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

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

Kenneth Kelley
130 Camellia Dr.
Kingsland GA 31548

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

NO CONVICTIONS
NO SUSPENSIONS

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

N/A

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

NO CONVICTIONS

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

N/A

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

NO SUSPENSIONS

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

N/A

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

NO CONVICTIONS

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

N/A

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

Sworn to and subscribed to this 19th day of February, 2014



Kenneth M. Kelley
Kenneth M. Kelley

Deborah Walker Reed
WITNESS
Deborah Walker Reed
NOTARY PUBLIC

[SEAL]

APPLICANT(s)

City of St. Marys, Georgia

Date application and check received City: 02/19/2014 City Clerk: *Deborah Walker Reed*

This Agreement BETWEEN

CREEKSIDE MARKET HOLDING, LLC having a principal place of business at:
Mattituck Plaza, 10095 Main Road, Mattituck, NY 11952
Notice: 10095 Main Road, Unit 4, Mattituck, NY 11952
Phone: 631-298-8494 Email: cardinal-mgmt@optonline.net

and **KENNETH KELLEY**, having the mailing address:
130 CAMELLIA DR.
KINGSLAND, GA Cell: **704 477 3348 / 476-5693**
3/5/16 Email:

Witnesseth: The Landlord hereby leases to the Tenant the following premises:

Store: Unit , See Survey attached

Location: Creekside Market, 2714 Osborn Road, St. Mary's, GA 31558 (KEL)

Square Feet: +/- 2400 [] Exhibit A-(Attached)

Cancellation Clause: Tenant will have the one time right to cancel this lease on October 31, 2016 provided all lease terms are in compliance through the date of vacate, Landlord is provided (60) days advanced notice forwarded Certified Return Receipt Mail and forfeits all security on account plus a two month penalty. for the term of: (5) Five Years

to commence from the 1st. day of November 2013 and to end on the 31st. day of October 2016 to be used and occupied only for

Sports Bar, use not to be competitive with existing Tenants **AND TO BE IN COMPLIANCE WITH OTHER TENANTS EXCLUSIONS OR LIMITATIONS IF ANY RESTAURANT**
Tenant will be responsible for all permits and required approvals for the above described use and premises. Tenant will assure the Landlord that the use of the leased premises will not disturb other Tenant's quiet and peaceable enjoyment of their leased space within the Creekside Market or cause any environmental damage.

1st. That the Tenant shall pay the annual rent of

\$ 26,400.00 per annum for the period November 1, 2013 through October 31, 2014
With 5% annually compounded graduations for each year thereafter of the lease term.

RENT FREE: Tenant will receive the period November 1, 2013 through January 31, 2014 rent free or commence rental on opening, whichever be the sooner.

said rent to be paid in equal monthly payments in advance on the 1st. day of each and every month during the term aforesaid, as follows:

\$ 2,200.00 per month for the period November 1, 2013 through October 31, 2014
with 5% annually compounded graduations for each year thereafter of the lease term.

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost an expense make all repairs to the interior and exterior of the leased premises

and at the end or other expiration of the term, shall deliver up the demised premises in good order, or condition, damages by the elements accepted.

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or under-lease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof the term herein shall immediately cease and determine at the option of the Landlord as it were the expiration of the original term.

5th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable, if part of the Premises can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

Handwritten signature/initials
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making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation. Landlord will place a 3'X4' sign in store front window, one per side of building.

8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to Paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

12th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into an part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the Same to have again, re-possess and enjoy.

14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring an expense or damage and the term hereby granted is expressly limited accordingly.

15th. The Tenant has this day deposited with the Landlord the sum of \$4,400.00 * as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time hereafter terminate this lease and the term hereof, on giving to the Tenant ten days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

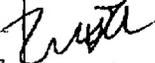
18th. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.

19th. That the Tenant will not nor will the Tenant permit under tenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to Pay on demand any such increase.

20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

21st. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

*Security is non-interest bearing.


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lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, said difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

24th. The Tenant waives all rights to redeem under any law of the State of NY

25th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

26th. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for, any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services" if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed or the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

27th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

See Riders Attached.

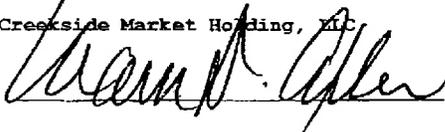
And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this day of

Signed, sealed and delivered
in the presence of

Creekside Market Holding, LLC



State of Georgia

County of:

On the _____ day of _____ before me personally came

to me known and known to me to be the individual described in, and who executed, the forgoing instrument, and acknowledged to me that he executed the same.

State of New York,

County of:

On _____ day of _____, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No. _____

that he is the _____ of

the corporation mentioned in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of _____ of said corporation; and that he signed his name thereto by like order.

Lease
Dated _____

In Consideration of the letting of the premises within mentioned to the within named Tenant and the sum of \$1.00 paid to the undersigned by the within named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay the said rent, or any arrears hereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

In Witness Whereof, the undersigned has set hand and seal this _____ day of _____

WITNESS

L.S.

Kurt
Witt

Lease: Creekside Market Holding, LLC., Landlord
, Tenant

28th. It is understood that the Tenant is leasing store space only, exclusive of any basement.

29th. Any interior or exterior electrical fixtures or air-conditioning installed in the premises hereby demised by the Tenant shall become the property of the Landlord upon the expiration or termination of this lease.

30th. The Tenant shall keep the sidewalk in front of the demised premises in good repair and free and clear of refuse, rubbish, ice and snow.

31st. The Tenant agrees to keep the plate glass windows, entrance door, store facade and vestibule properly cleaned at all times. If the Tenant fails to comply with the provisions of this paragraph, the Landlord may cause such work to be done at the expense of the Tenant.

32nd. It is understood and agreed that the Tenant is not to make any renovations or alterations to leased premises without the prior expressed written consent of the Landlord.

33rd. The Tenant agrees to have its portion of the premises serviced by, a licensed exterminating service.

34th. The Tenant will insure the plate glass in the demised premises at its own cost and expense. If the Tenant is unable to place plate glass insurance, it shall be responsible for any glass breakage.

35th. Any written notice provided for herein shall be given by Certified mail - Return Receipt Requested - at the addresses herein set-forth for the parties or, to any such address which may be specified by notice, in writing.

36th. Tenant further agrees that all show windows of the store shall be kept properly maintained at all times.

37th. The Landlord herein shall, during normal business hours or emergency, be permitted access to the leased premises for inspection and repair to premises.

38th. Prior to opening, the Tenant shall install a uniform exterior sign controlled by a time clock or photocell. Tenant agrees to keep same illuminated-dusk until midnight. Tenant will submit a sketch to the Landlord for approval and obtain all required sign permits. The Tenant shall not install or adhere any signs or other objects to the interior and exterior face of storefront without the prior approval of the Landlord.

39th. Tenant is to maintain, repair and replace, if necessary, heating, air conditioning units, electrical or plumbing fixtures, as well as any other fixtures or equipment used exclusively by said Tenant in its occupancy. Tenant must insure against vandalism or theft or other casualties (acts of God) of heating and air conditioning system and other fixtures and services utilized by the leased premises.

40th. It is understood and agreed that no goods, wares or merchandise of any kind shall be displayed or sold from the exterior of the store premises demised herein. Tenant shall have the right to display wares for special events with the Landlord's consent.

41st. The Tenant shall pay % of the increase in total Real Estate Tax (ad valorem, non ad valorem, assessments and special assessments) over the base year 2012/13 for the Creekside Market, St Mary's GA. Such payments are to be due and payable to the Landlord, by the Tenant, at such time as these Taxes become due. In the event payment is not received on demand, taxes due will be treated as arrears, allowing the Landlord to dispossess for non-payment. Landlord will provide Tenant with a copy of Landlord's tax bill thirty (30) days prior to the time when the Tenant's tax payments are due.

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42nd. It is understood and agreed that the Tenant herein is to be responsible for supplying his own heat, water and sewer, gas electricity and rubbish removal service. In the event there is not an existing water meter servicing the leased store premises exclusively, and same is not required by municipal authority, Tenant may pay to the Landlord \$75.00 per month, and the Landlord will absorb the cost of water consumption, or the Tenant may install a separate water meter for its exclusive use and pay monthly escrow as requested herein. Tenant's monthly water consumption charge is subject to adjustment in the event there is an increase in the annual water consumption cost to subject building. Landlord reserves the right to require the Tenant to install an independent water supply and meter.

43rd. The Tenant shall be responsible to contribute to the total Common Area Maintenance for the Creekside Market, St Mary's GA. The Tenant shall pay 4.2% of the increase in total Common Area Maintenance for the Meadow Plaza, East Meadow, NY 11554 over the base year 2011/12. Common Area Maintenance includes, but is not limited to: lighting, snow removal, Fire & All Risk Coverage to Building Structure, property damage and public liability insurance to the common areas, maintenance, repair and replacement if necessary to all common areas and structures as well as other expenses to the benefit of the entire shopping complex.

44th. Anything herein to the contrary notwithstanding, the Tenant herein may assign this lease, together with the security hereunder deposited, provided that the Tenant has fully complied with all the terms, covenants and conditions of this lease. In addition, the Tenant will furnish to the Landlord, a copy of such assignment, together with a duly signed and executed agreement by the assignee under the terms of which the assignee assumes all the terms, covenants and conditions of this lease and provided further that such assignment shall, in no way, affect the primary liability of the Tenant herein. A transfer of a majority interest of the lessee's corporation shall be considered an assignment. The Tenant shall, at the time of each assignment, deposit with the Landlord herein one (1) additional months rent as security equivalent to the rental called for within the last year of this lease term.

45th. Anything herein to the contrary notwithstanding, the Tenant covenants to protect and keep enforced during the term of this lease, for the benefit of the Landlord, General Liability Insurance and Liquor Legal Liability when Liquor is served, in standard form in the amount of \$2,000,000.00 protecting the Landlord and Tenant, as their respective interest may appear, against any liability whatsoever occasioned by accident or disaster occurring on or about the demised premises or any appurtenances hereto. Such policy or policies, to be written by good and solvent insurance companies, satisfactory to the Lessor. The Tenant further agrees to pay the premiums thereof, as soon as they become due and payable.

46th. The Tenant shall not install, without the written consent of the Landlord, any types of metal, iron or steel gates or awnings over doors and windows of the demised premises. Sketch must first be submitted to Landlord for approval. Landlord will not withhold consent unreasonably.

47th. Tenant covenants that no mechanic's liens will be placed against the premises by reason of the alterations made by the Tenant. In the event a mechanic's lien is placed upon the premises by reason of any repair construction, or otherwise, the Tenant is to remove the said lien within twenty (20) days from the date and notice of filing. It is agreed and understood between the Landlord and the Tenant herein, that the Landlord may, at its option, treat such default on the part of the Tenant as a material breach of the covenants of this lease.

48th. Any and all additional costs due and payable by the Tenant, over and above the base rent, will be treated as unpaid rent in the event of the non-payment.

49th. In the event the Tenant shall fail to pay, when same is due and payable, any rent, additional rent or other amounts or charges of the character described in this lease, the Tenant in such event will be required to pay a late payment penalty equal to 5% of the total amount due.

Km/K
[Signature]

50th. Any personal property remaining in the premises after five (5) days of the Tenant vacating shall be considered abandoned by Tenant and shall become the property of the Landlord. Tenant shall have no recourse for reclamation.

51st. If the Tenant shall, at any time, be in default thereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant, based upon the default, then the Tenant will reimburse the Landlord for the expense of the attorney's fees and disbursements thereby incurred by the Landlord, provided same are reasonable in amount. In any other action or legal proceeding between the Landlord and Tenant as a result of this lease or the Tenancy created hereby, the prevailing party shall be entitled to receive reasonable attorney's fee.

52nd. Any and all work, renovations, additions or alterations performed by the Tenant shall be in accordance with municipal code and the Tenant shall obtain, at its own cost and expense, required permits. The Tenant shall forward to the Landlord certificates of approval and occupancy on completion.

53rd. The Landlord shall not be liable for any failure of water supply, electrical current, sprinkler damage, or failure of sprinkler service, nor for injury or damage to person or property caused by the elements or by other Tenants or persons in said building or resulting from steam, gas, electricity, water, rain or from the pipes, appliances or plumbing works nor for interference with light or other incorporate hereditaments by a governmental authority in construction of any public or quasi-public work, neither shall Landlord be liable for any latent defect in the building. In the event of such interruption or failure, Landlord shall immediately take all steps necessary to restore same. If the Landlord fails to take the necessary steps within two business days of such failure or interruption, or should Landlord fail to diligently proceed to restore such services, Tenant may act to restore said services at a fair and reasonable expense to the Landlord.

54th. In order to avoid delay, this lease has been prepared and submitted to the Tenant for signature with the understanding that it shall not bind the Landlord unless and until it is executed and delivered by the Landlord.

55th. It is understood and agreed that the Landlord does not provide or furnish hot water in the demised premises and in the event the Tenant should require the use of hot water, the Tenant shall provide same, including such apparatus or devices which may be used in heating such hot water, at his own cost and expense.

56th. In the event of any leak or flow from or into any part of the building of which the demised premises are part of, or in the event of any defective conditions to said building for which the Landlord is responsible to repair, and the Landlord fails to repair such damage or remedy such defective conditions or commence the repair of such defective conditions, Tenant agrees to repair such damage or remedy such defective conditions and the reasonable costs thereof, shall be charged to the Landlord. The Landlord and the Tenant mutually agree that in the event that the condition and the damage being caused is of such a nature that the Tenant determines that any further delay would increase damage to the Tenant's premises or merchandise, the Tenant agrees to assume the responsibility of having the emergency repairs made immediately and provided the repairs are the responsibility of the Landlord, the Landlord agrees to reimburse the Tenant the reasonable costs thereof.

57th. It is expressly understood and agreed, by and between the parties hereto, that the Tenant herein shall not be entitled to any abatement of rent or rental value or diminution of rent by reason of any breach by the Landlord of any covenant contained in this lease on its part to be performed. In dispossess proceedings for non-payment of rent, the Tenant shall not have the right to set-off by way of damages, recoupment or counterclaim for damages by reason of the Landlord's failure to perform any of the terms, covenants or conditions contained in this lease on its part to be performed, but the Tenant shall be relegated to an independent action for damages, such independent actions shall not at anytime be joined or consolidated with any action to dispossess for non-payment of rent.

58th. It is expressly understood that the Tenant has inspected and found the leased premises acceptable in their present condition.


Kunk

MMA
\$75.00 per month for pylon signs
Kmk

59th Subject to availability the Tenant agrees to pay \$3.75 per month for each square foot of roadside directory sign area (Shopping Center Directory). Should the Tenant elect to lease the space on the directory, the Tenant and the Landlord reserve the right to discontinue use on a 30 day notice in writing. Landlord will maintain electric and bulbs at his expense, monthly costs will be adjusted in the event electric or maintenance costs are increased. The Tenant is responsible for the cost of its directory sign faces.

60th. It is expressly understood that the Tenant will comply with any and all requirements as regards their lease premises imposed by municipal agencies throughout the entire term of this lease.

61st The Landlord reserves the right to require the Tenant to use a common rubbish removal service, natural gas supplier, utility service and/or water supply should it be considered by the Landlord to the benefit of the entire shopping complex. In the event it is required to employ a common service and the cost can be allocated and paid by the individual Tenants, in such event the Landlord reserves the right to administer such common service and bill same monthly as a common area expense.

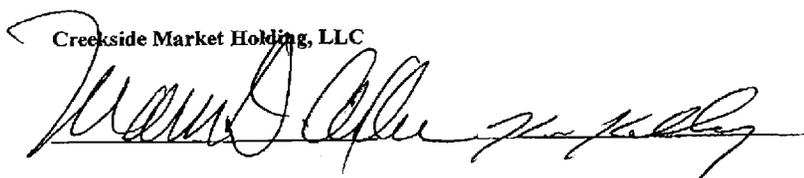
62nd The Landlord reserves the right to require allocated employee parking areas for all employees and service vehicles.

63rd The Landlord will not be responsible for any fees or commissions of any type in association with this lease.

64th Trade fixtures and other personal property will remain as security under this lease and are not to be removed from the leased store until the faithful completion of all lease terms and conditions. (All trade fixtures and other fixtures rented herein are the Landlord's property and are not to leave the premises. Tenant may remove Tenant's equipment in the event of corporate default provided all rental is current, all security is forfeited and a penalty of an additional (3) three months rental equivalent to the rental called for at the expiration of this Lease term is paid prior to removal.

65th Bankruptcy or insolvency. If at any time during the term of this lease or any extensions thereof, a petition for relief, reorganization, arrangement or liquidation under any of the laws of the United State Bankruptcy Code to be filed by Tenant or any such petitions shall be filed against Tenant and not to be dismissed within sixty (60) days from the date of such filing, or if the Tenant has filed a petition to be adjudicated a bankrupt, or if the assets of Tenant or the business conducted by Tenant on the demised premises be taken over or sequestered by a trustee or receiver or any other person pursuant to any judicial proceeding, or if Tenant makes an assignment for the benefit of creditors, then the occurrence of any such act shall be deemed, at the option of the Landlord, to constitute a breach of this Lease by Tenant. Landlord, at it's election, may terminate this lease in the event of written notice to Tenant or to the Assignee or to the trustee or such other person appointed pursuant to the order of a court, and there upon Landlord may re-enter the demised premises, and this Lease shall not be treated as an asset of Tenant's estate. However, Landlord shall be entitled to exercise all available rights and remedies and to recover from Tenant all monies, which may be due, or become due, including damages resulting from the breach of the terms of this Lease by Tenant.

Creekside Market Holding, LLC



CITY COUNCIL MEETING

March 3, 2014

TITLE: WATER AND SEWER EXTENSIONS DISCUSSION

PURPOSE: To modify the previous City Council action to proceed with engineering design for water and/or sewer extensions from three areas to two areas.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: At the February 18, 2014 City Council meeting, a motion was passed authorizing the Public Works Department to obtain engineering design bids from interested firms to provide water and/or sewer service to three areas in the City. These areas were Wright Street, Marsh View Lane, and the Sandhill Road area. However, it is highly unlikely that there will be sufficient funds (if any) left over within SPLOST VI after the Gaines Davis Sewer Project. Therefore, it is requested that the City Council modify the previous motion to only include the Wright Street area and the Marsh View Lane area.

Department Director: _____



City Manager: _____



CITY COUNCIL MEETING

TITLE: Request for Permission to Serve Alcohol: Howard Gilman Memorial Park (wedding).

PURPOSE: Consideration of request to serve alcohol for wedding reception held at Howard Gilman Memorial Park on Saturday May 31, 2014.

RECOMMENDATION: Denial.

HISTORY/ANALYSIS: Council previously received a request (attached) to have the Howard Gilman Waterfront Park closed for the day on May 31, 2014 to accommodate a wedding reception. The applicant has requested permission to "hire a bartender" for the event and serve alcohol.

Due to the scope of the request, the timing of the event, and additional security concerns, staff is recommending denial of the request.

I spoke to Ms. Pledger regarding her request to reserve the Howard Gilman Memorial Park on May 31, 2014 for a wedding. Ms. Pledger indicated that she is not necessarily interested in using (closing) the entire park. Ms. Pledger indicated that she would NOT need the playground, and would NOT necessarily need the amphitheater, but wanted to reserve the amphitheater area in order to minimize disruption from other people using the park. Ms. Pledger also did not want to preclude people from using the walkway around the perimeter of the park, nor prohibit access to the docks. I spoke to Ms. Pledger about using the Gateway property, to which she seemed "lukewarm," to the idea, mostly due to the lack of "amenities."

Ms. Pledger indicated that guests would be arriving for the wedding at around 6 PM. Prior to 6 PM, Ms. Pledger would need access to the park in order to begin setting up for the wedding, so although the event would not be starting until later that evening, the area would need to be secured and reserved in order to allow setting up for the reception. I advised Ms. Pledger that Council would be reconsidering the reservation request on February 18, 2014.

Ms. Pledger's response to me regarding the above was as follows:

Mr. Crowell,

Thank you for helping me with this. All the information that you have included sounds good. If we can have access to the park for set up early then I would be happy to amend my request for the closure timeframe. I don't see any reason that the public should be kept out of the park before mid to late afternoon. Even if we set up early, having other people in and out of the area should not affect us. This is a beautiful setting and we are excited about the possibility of being able to use it but we don't want to prevent others from enjoying it prior to our event.

Jennifer

During the February 3, 2014 City Council meeting, Police Chief Hatch indicated that there may be a need for some additional police coverage, for which there would be an additional expense for the applicant. During the meeting there was also concern expressed with having no or limited access to the park on a busy weekend night, acknowledging, however, that Ms. Pledger has revised the scope of her request.

In addition to considering the closing of a portion of the Howard Gilman Memorial Park (and designating what portion thereof to close), and authorizing the use of alcohol for the reception (and any conditions related thereto), Council may want to address the additional security issue (of which we will need to advise Ms. Pledger).

City Manager: _____



CITY COUNCIL MEETING

February 3, 2014

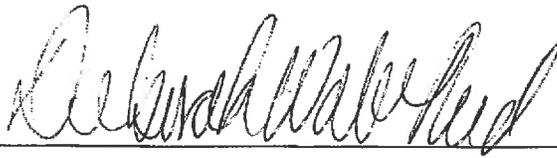
TITLE: HOWARD GILMAN MEMORIAL PARK -REQUEST FOR ALCOHOL (WEDDING)

PURPOSE: Consideration of alcohol request for wedding reception being held at Howard Gilman Memorial Park on May 31, 2014.

RECOMMENDATION: Staff has no recommendation.

HISTORY/ANALYSIS: Jennifer Pledger reserved Howard Gilman Memorial Park for her daughter's reception. A cater will be utilized and Mrs. Pledger is requesting permission to serve alcohol to guest. Mrs. Pledger offered several measures to ensure only guests above 21 years of age will be served alcohol.

**Department
Director:**



**City
Manager:**



Deborah Walker-Reed

From: Pledger, Jennifer J
Sent: Wednesday, January 29, 2014 9:46 AM
To: Deborah Walker-Reed
Subject: May 31, 2014 Event

Members of the City Council,

I have requested rental of the Howard Gilman Waterfront Park for my daughter's wedding reception on May 31, 2014. I am also requesting approval for park closure for this event. We plan to have the reception catered and I would like to hire a bar tender. I expect that we will have around 80 people in attendance and that about 30 of them will want access to alcoholic beverages. In order to accommodate them we are willing to have the caterer check their IDs initially and then provide them with an arm band designed for this event. It will be a plastic band with the name and date of the event and will snap on and need to be cut off in order to prevent guests from sharing. We are also willing to take any further safety measures that the council deems necessary. We are requesting approval for both the park closure and the permission to serve alcohol. Thank you for your consideration in this matter.

Jennifer

CITY COUNCIL MEETING
March 3, 2014

TITLE: APPROVE RESOLUTIONS FOR CONDEMNATIONS NEEDED FOR CONSTRUCTION OF SEWER SYSTEM IN GAINES DAVIS SUBDIVISION

PURPOSE: To approve seven resolutions calling for condemnation of parcels needed for construction of sewer system in Gaines Davis Subdivision

RECOMMENDATION: City Attorney recommends that the Council approve all resolutions.

HISTORY/ANALYSIS: There are 14 parcels of land which St. Marys needed to acquire an interest in to construct the sewer system in Gaines Davis Subdivision. At present, through negotiation, the city has acquired the necessary interests in 7 of those parcels. There are, therefore, 7 parcels remaining to be acquired. Those parcels are still being negotiated and it is likely that the city can acquire several of those remaining parcels before or even after the initiation of the condemnation process through the voluntary consent of the owners. However, for the city to remain on track for its schedule to complete the work, the condemnation process must be initiated now through passage of these Resolutions by the City Council.

If City Council passes these Resolutions, we will continue to negotiate with the owners and mortgage holders of the property

PROPOSED MOTION: I move that we approve all seven Resolutions for condemnation of parcels needed for the sewer system in Gaines Davis Subdivision.

City Attorney: Gary Moore

CITY COUNCIL MEETING

March 3, 2014

TITLE: CONDEMNATION RESOLUTIONS – GAINES DAVIS SEWER EASEMENTS

PURPOSE: To pass resolutions authorizing the City Attorney to proceed with the condemnation of the easements needed in order to proceed with the Gaines Davis Sewer Project.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The Public Works Department and the office of the City Attorney have been working diligently to acquire the necessary easements to construct the Gaines Davis Sewer Project. However, there are still some of the easements that have not been acquired due to various reasons. In order to stay on track with the city council approved timeline, the attached resolutions should be passed authorizing the City Attorney to proceed with the condemnation process to obtain the remaining easements.

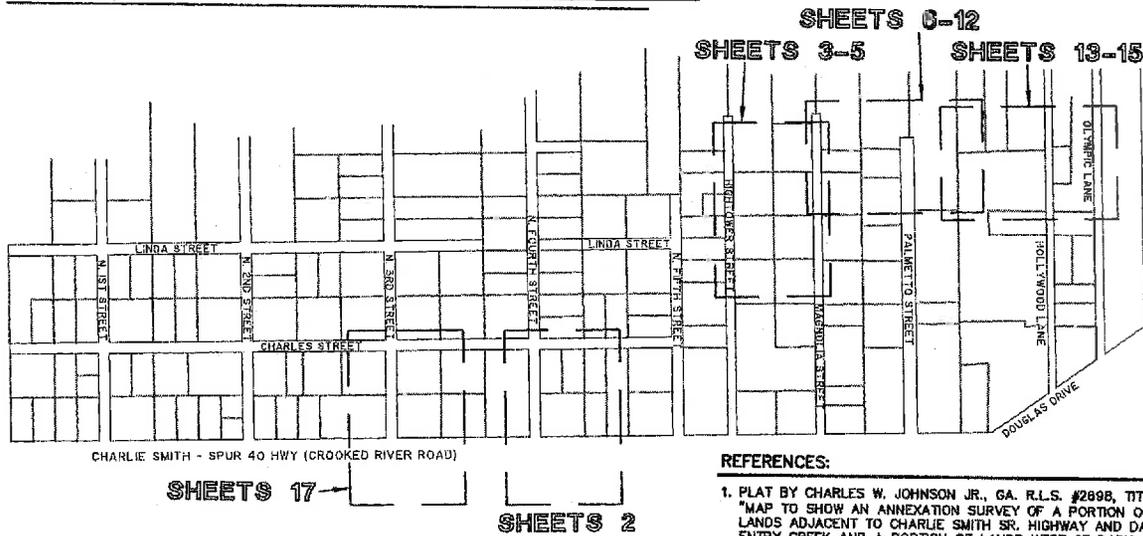
Department Director:



City Manager:



A SURVEY OF
SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:
THE CITY OF ST. MARYS



AREA CHART	
EASEMENT-1	3,903 SQ. FT.
EASEMENT-2	4,001 SQ. FT.
EASEMENT-3	2,703 SQ. FT.
EASEMENT-4	1,802 SQ. FT.
EASEMENT-5	2,248 SQ. FT.
EASEMENT-6	2,248 SQ. FT.
EASEMENT-7	1,869 SQ. FT.
EASEMENT-BA	6,825 SQ. FT.
EASEMENT-BB	11,815 SQ. FT.
EASEMENT-9	10,062 SQ. FT.
EASEMENT-10	1,448 SQ. FT.
EASEMENT-11	1,448 SQ. FT.
EASEMENT-12	4,005 SQ. FT.
EASEMENT-13	200 SQ. FT.
ACCESS EASEMENT-1	903 SQ. FT.
ACCESS EASEMENT-2	2,097 SQ. FT.
PUMP STATION	2,500 SQ. FT.
TOTAL	80,077 SQ. FT. (1.379 ACRES)

REFERENCES:

1. PLAT BY CHARLES W. JOHNSON JR., GA. R.L.S. #2898, TITLED "MAP TO SHOW AN ANNEXATION SURVEY OF A PORTION OF LANDS ADJACENT TO CHARLIE SMITH SR. HIGHWAY AND DARK ENTRY CREEK AND A PORTION OF LANDS WEST OF DARK ENTRY CREEK AND NORTH OF GEORGIA HIGHWAY 40", DATED 08/29/00.
2. PLAT BY ROBERT WEST SHEFFIELD, GA. R.L.S. #396, TITLED "SURVEY FOR: GAINES DAVIS, STATE PARK ROAD SUBDIVISION", DATED 05/18/56, RECORDED IN PLAT BOOK 2, PAGE 53.
3. PLAT BY ROBERT WEST SHEFFIELD, GA. R.L.S. #396, TITLED "S.F. KELLY SUBDIVISION", DATED 01/12/55, RECORDED IN PLAT BOOK 2, PAGE 13.

LEGEND:

- CIRF CAPPED IRON REBAR FOUND
- CIPF CAPPED IRON PIPE FOUND
- IPF IRON PIPE FOUND
- IRF IRON REBAR FOUND



GENERAL NOTES:

1. BEARINGS SHOWN ON THIS SURVEY ARE BASED UPON GEORGIA COORDINATE SYSTEM, EAST ZONE (NAD-83) AS ESTABLISHED BY RTK GPS TECHNOLOGY.
2. FIELD EQUIPMENT USED FOR THIS SURVEY: SOKKIA SETS30R3
3. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A RELATIVE POSITIONAL TOLERANCE OF 0.04' AT THE 95% ACCURACY CONFIDENCE LEVEL.
4. THIS SURVEY IS BASED ON FIELD WORK COMPLETED ON 4/25/13. SHUPE SURVEYING COMPANY, P.C. IS NOT RESPONSIBLE FOR ANY CHANGES TO THE SITE AFTER THIS DATE.
5. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 25,123 FEET.
6. THE ADJOINING LAND OWNERS SHOWN ON THIS PLAT WERE TAKEN FROM THE CAMDEN COUNTY GIS WEBSITE (WWW.QPUBLIC.NET/GA/CAMDEN/)
7. EASEMENTS 1 THROUGH 13 ARE SANITARY SEWER EASEMENTS.

THIS WILL CERTIFY THAT THE PROVISIONS RELATIVE TO GEORGIA CODE SECTION 15-6-87(d) DO NOT REQUIRE APPROVAL OF THIS PLAT BY ANY GOVERNING AUTHORITY PRIOR TO THE RECORDING WITH THE CLERK OF SUPERIOR COURT.

SHEET 1 OF 17

*REVISED TO ADDRESS REVIEW COMMENTS 9/25/13

A SURVEY OF
SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:

THE CITY OF ST. MARYS

PREPARED FOR: THE CITY OF ST. MARYS

G.M.D. 29, THE CITY OF ST. MARYS, CAMDEN COUNTY, GEORGIA

PLAT DATE: 5/10/13 | DRAWN BY: SAC | SCALE: 1"=500' | JOB # 12174



SHUPE SURVEYING COMPANY, P.C.

3837 DARIEN HWY.
BRUNSWICK, GEORGIA 31525
912-265-0562

CERTIFICATE OF AUTHORIZATION: LSF 317

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67



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**ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA**

Resolution Number:
Reading and Adoption:

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

Present:

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

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

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

WHEREAS, the City of St. Marys ("City") has determined that it is necessary to develop a sanitary sewer system and infrastructure project in the Gaines Davis Subdivision ("Project"); and

WHEREAS, such use constitutes "public use" within the meaning of O.C.G.A. §22-1-1, et seq. ("Act"); and

WHEREAS, in order to conduct the Project, certain rights are required over under and across the property located at Parcel ID #135C-006 within the City; and

WHEREAS, the easement to be acquired is located within the City as fully described in Exhibit "A" attached hereto and fully incorporated herein an referred to as "the subject property"; and

WHEREAS, the governing authority of the City scheduled a meeting for March 3, 2014 at 6:01 p.m. to discuss the exercise of the power of eminent domain with regard to the subject property; and

WHEREAS, the City has appraised the subject property and offered the owner of the subject property the September 30, 2013 appraised value of \$1,014.00 to acquire the easement fully described in Exhibit "A" attached hereto and fully incorporated herein; and

WHEREAS, the City has the funds available to purchase the subject property; and

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WHEREAS, the City Attorney has made every reasonable effort to acquire the subject property expeditiously by negotiation; and

WHEREAS, the City has been unable to reach an agreement with the subject property owner and/or the subject property's security holder; and

WHEREAS, more than 15 days before the scheduled meeting, the City caused or attempted to cause notice of the meeting, along with the Land Owners Notice of Rights promulgated by the Georgia Department of Community Affairs, to be served upon the subject property's owner via sheriff's deputy and/or overnight delivery; and

WHEREAS, notice of the meeting was published in the Tribune & Georgian, legal organ for the City, in a section of the paper not designated for legal advertisements, on February 13, 2014;

WHEREAS, a meeting on the issue of exercising the power of eminent domain to acquire easement rights in the subject property was held on March 3, 2014 prior to consideration of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the St. Marys City Council, acting in its capacity as the governing authority of the City of St. Marys, that

1. The City Council hereby authorizes and directs the City Attorney to acquire the necessary property rights over, under and across the subject property located at Parcel ID #135C-006 more fully shown in Exhibit "A", through the use of eminent domain by any method allowed by law, in order to insure timely completion of the project.

2. The Mayor is specifically authorized to execute any documents necessary to further filing of any petition related to the same.

This Resolution shall be effective upon adoption.

This the _____ day of _____, 2014.

ST. MARYS CITY COUNCIL

By: _____
JOHN F. MORRISSEY, MAYOR

ATTEST:

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

Please return document to:
Noah W. Priest-Goodsett, Esq.
TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC
300 Oak Street, Suite 200
St. Simons Island, Georgia 31522

STATE OF GEORGIA

COUNTY OF CAMDEN

EASEMENT

For and in consideration of \$1,014.00 in hand paid, and other good and valuable consideration, ROJEJU ENTERPRISES, INC., a Georgia Corporation, hereinafter referred to as "Grantor," hereby grants, conveys, and sets over unto the CITY OF ST. MARYS, GEORGIA, a municipal corporation of Camden County, Georgia, hereinafter referred to as "Grantee," a perpetual and permanent easement for the purposes set forth, over, through and across the following lands ("Easement Area") to wit:

(See attached Exhibit "A" Metes and Bounds for Easement Area)
(See attached Exhibit "B" For Perimeter Survey of Easement Area)

This Easement is granted appurtenant thereto for the purpose and uses of the Grantee in ingress and egress, and performing, installing, using, replacing, reconstructing, repairing and maintaining an underground sanitary sewer system and appurtenant facilities as the Grantee may deem necessary. This easement is non-exclusive and is dedicated for uninhibited public use.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided



that such uses shall not interfere with the proper operation, maintenance and repair to the sewer system and facilities.

The easement granted herein shall bind the administrators, heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of the Grantee.

This ____ day of _____, 2014.

ROJEJU ENTERPRISES, INC.

BY: _____

Its: _____

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC

My Commission Expires: _____

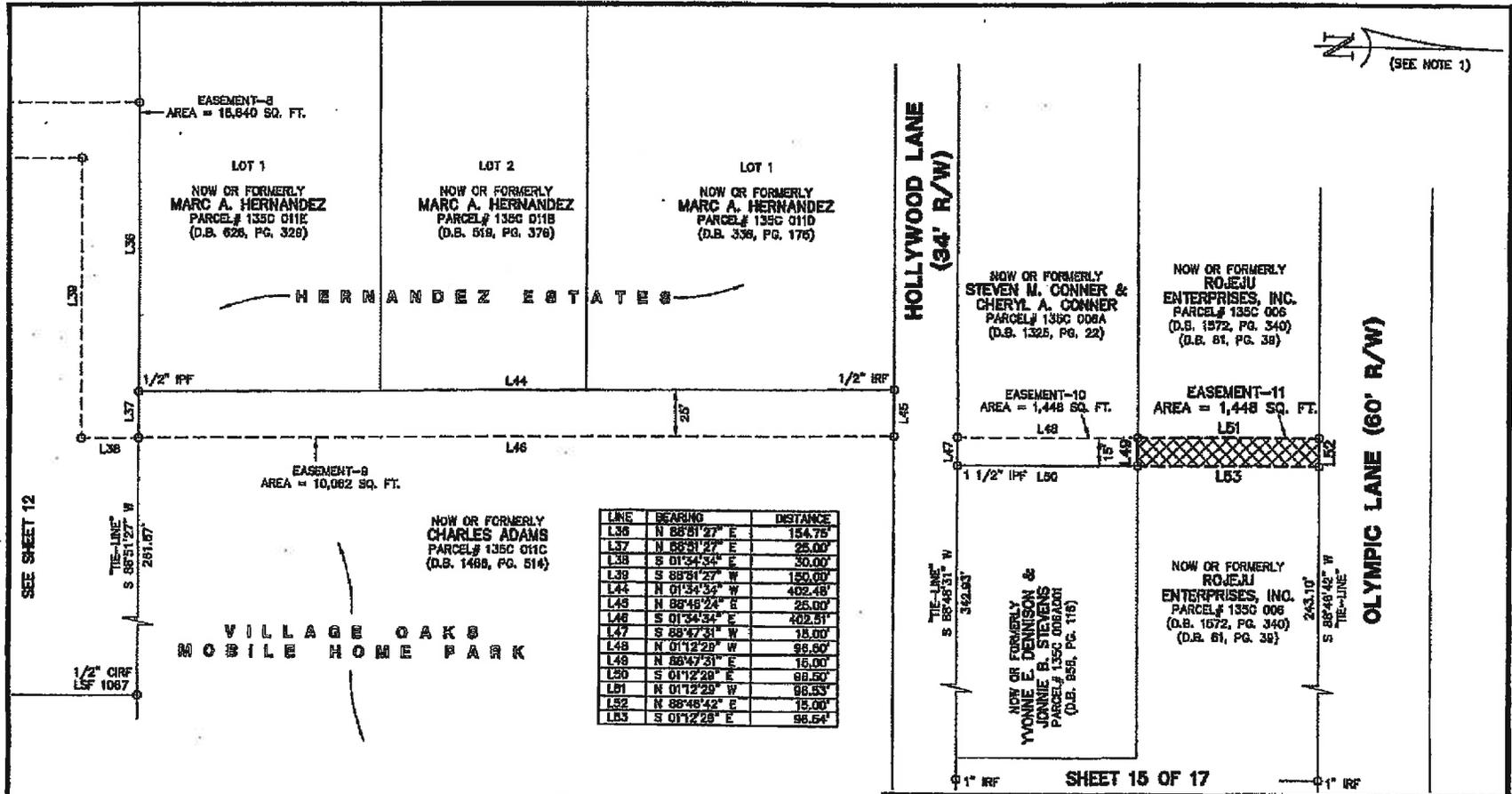
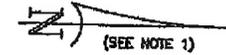
[Notarial Seal]

EXHIBIT "A"
EASEMENT 11

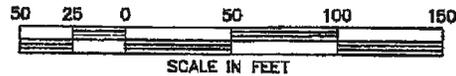
All of that lot, parcel or tract of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia as shown on a survey entitled "A Survey of Sanitary Sewer Easements, Access Easements and Pump Station for The City of St. Marys", prepared by Shupe Surveying Company, P.C., dated: 5/10/13, last revised: 9/25/13 and being more particularly described as follows;

Commencing at the common property corner between lands of now or formerly Steven M. Conner & Cheryl A. Conner and lands of now or formerly Yvonne E. Dennison & Jonnie B. Stevens said point being on the northerly right-of-way line of Hollywood Lane; thence leave said right-of-way line N 01°12'29" W a distance of 96.50' to the POINT OF BEGINNING; thence S 88°47'31" W a distance of 15.00' to a point; thence N 01°12'29" W a distance of 96.53' to a point on the southerly right-of-way line of Olympic Lane; thence proceed along said right-of-way line N 88°46'42" E a distance of 15.00'; thence leave said right-of-way line and continue S 01°12'29" E a distance of 96.54' to the POINT OF BEGINNING; Said tract of land has an area of 1,148 square feet more or less.

EXHIBIT "B"



LINE	BEARING	DISTANCE
L36	N 88°51'27" E	154.75'
L37	N 88°51'27" E	25.00'
L38	S 01°24'54" E	30.00'
L39	S 88°51'27" W	150.00'
L43	N 88°45'24" E	25.00'
L44	N 01°12'29" W	402.48'
L46	S 01°24'54" E	402.51'
L47	S 88°57'31" W	15.00'
L48	N 01°12'29" W	96.50'
L49	N 88°47'31" E	15.00'
L50	S 01°12'29" E	96.53'
L51	N 01°12'29" W	96.53'
L52	N 88°46'42" E	15.00'
L53	S 01°12'29" E	96.54'



TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-8-82

*SEE SHEET 1 FOR NOTES

*REVISED TO ADDRESS REVIEW COMMENTS 8/25/13

A SURVEY OF
SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:
THE CITY OF ST. MARYS
G.M.D. 29, THE CITY OF ST. MARYS, CAMDEN COUNTY, GEORGIA
PLAT DATE: 5/10/13 DRAWN BY: SAC SCALE: 1"=50' JOB #: 12174

SHUPE SURVEYING COMPANY, P.C.
3837 DARNEN HWY.
BRUNSWICK, GEORGIA 31525
912-265-0682
CERTIFICATE OF AUTHORIZATION: LSF 317

12174_E15.DWG

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1 **ST. MARYS CITY COUNCIL**
2 **ST. MARYS, GEORGIA**

3
4 Resolution Number:
5 Reading and Adoption:
6

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

9
10 Present:

11
12 John F. Morrissey, Mayor
13 Robert L. Nutter, Councilman, Post 1
14 Nancy Stasinis, Councilwoman, Post 2
15 Jim Gant, Councilman, Post 3
16 David Reilly, Councilman, Post 4
17 Sam L. Colville, Councilman, Post 5
18 Linda P. Williams, Councilwoman, Post 6
19

20
21 On the motion of _____, which carried _____ the
22 following Resolution was adopted:
23

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

25
26 **WHEREAS**, the City of St. Marys ("City") has determined that it is necessary to
27 develop a sanitary sewer system and infrastructure project in the Gaines Davis
28 Subdivision ("Project"); and
29

30 **WHEREAS**, such use constitutes "public use" within the meaning of O.C.G.A.
31 §22-1-1, et seq. ("Act"); and
32

33 **WHEREAS**, in order to conduct the Project, certain rights are required over
34 under and across the property located at Parcel ID #135C-011C within the City; and
35

36 **WHEREAS**, the easement to be acquired is located within the City as fully
37 described in Exhibit "A" attached hereto and fully incorporated herein and referred to as
38 "the subject property"; and
39

40 **WHEREAS**, the governing authority of the City scheduled a meeting for March 3,
41 2014 at 6:01 p.m. to discuss the exercise of the power of eminent domain with regard to
42 the subject property; and
43

44 **WHEREAS**, the City has appraised the subject property and offered the owner of
45 the subject property the September 30, 2013 appraised value of \$7,043.00 to acquire
46 the easement fully described in Exhibit "A" attached hereto and fully incorporated herein;
47 and
48

49 **WHEREAS**, the City has the funds available to purchase the subject property;
50 and
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WHEREAS, the City Attorney has made every reasonable effort to acquire the subject property expeditiously by negotiation; and

WHEREAS, the City has been unable to reach an agreement with the subject property owner and/or the subject property's security holder; and

WHEREAS, more than 15 days before the scheduled meeting, the City caused or attempted to cause notice of the meeting, along with the Land Owners Notice of Rights promulgated by the Georgia Department of Community Affairs, to be served upon the subject property's owner via sheriff's deputy and/or overnight delivery; and

WHEREAS, notice of the meeting was published in the Tribune & Georgian, legal organ for the City, in a section of the paper not designated for legal advertisements, on February 13, 2014;

WHEREAS, a meeting on the issue of exercising the power of eminent domain to acquire easement rights in the subject property was held on March 3, 2014 prior to consideration of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the St. Marys City Council, acting in its capacity as the governing authority of the City of St. Marys, that

1. The City Council hereby authorizes and directs the City Attorney to acquire the necessary property rights over, under and across the subject property located at Parcel ID #135C-011C more fully shown in Exhibit "A", through the use of eminent domain by any method allowed by law, in order to insure timely completion of the project.

2. The Mayor is specifically authorized to execute any documents necessary to further filing of any petition related to the same.

This Resolution shall be effective upon adoption.

This the _____ day of _____, 2014.

ST. MARYS CITY COUNCIL

By: _____
JOHN F. MORRISSEY, MAYOR

ATTEST:

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

Please return document to:
Noah W. Priest-Goodsett, Esq.
TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC
300 Oak Street, Suite 200
St. Simons Island, Georgia 31522

STATE OF GEORGIA

COUNTY OF CAMDEN

EASEMENT

For and in consideration of \$7,043.00 in hand paid, and other good and valuable consideration, Charles Adams, of Camden County, Georgia, hereinafter referred to as "Grantor," hereby grants, conveys, and sets over unto the CITY OF ST. MARYS, GEORGIA, a municipal corporation of Camden County, Georgia, hereinafter referred to as "Grantee," a perpetual and permanent easement for the purposes set forth, over, through and across the following lands ("Easement Area") to wit:

(See attached Exhibit "A" Metes and Bounds for Easement Area)
(See attached Exhibit "B" For Perimeter Survey of Easement Area)

This Easement is granted appurtenant thereto for the purpose and uses of the Grantee in ingress and egress, and performing, installing, using, replacing, reconstructing, repairing and maintaining an underground sanitary sewer system and appurtenant facilities as the Grantee may deem necessary. This easement is non-exclusive and is dedicated for uninhibited public use.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided



that such uses shall not interfere with the proper operation, maintenance and repair to the sewer system and facilities.

The easement granted herein shall bind the administrators, heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of the Grantee.

This ____ day of _____, 2014.

Charles Adams

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC

My Commission Expires: _____

[Notarial Seal]

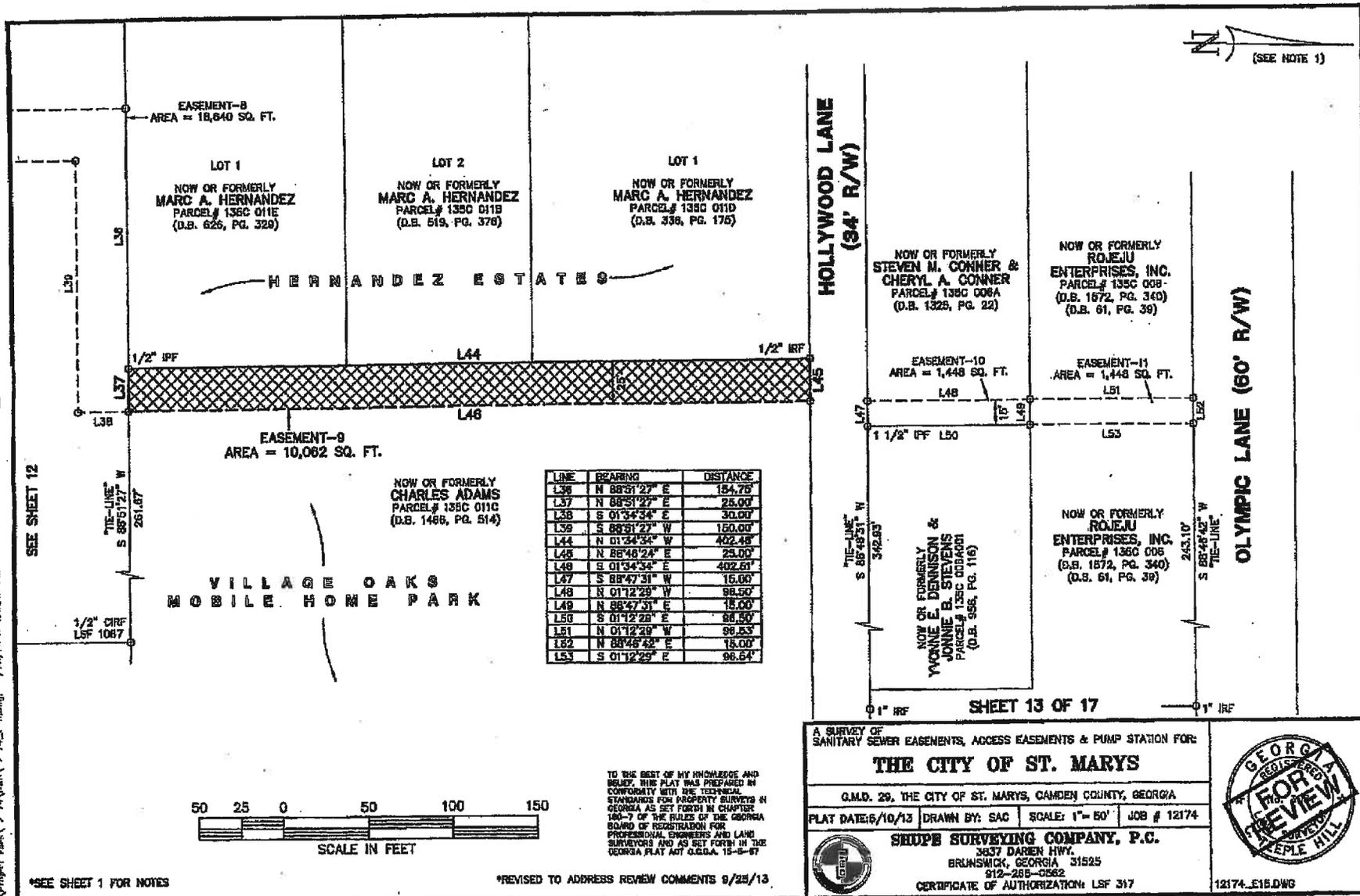
EXHIBIT "A"
EASEMENT 9

All of that lot, parcel or tract of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia as shown on a survey entitled "A Survey of Sanitary Sewer Easements, Access Easements and Pump Station for The City of St. Marys", prepared by Shupe Surveying Company, P.C., dated: 5/10/13, last revised: 9/25/13 and being more particularly described as follows;

Beginning at the common property corner between lands of now or formerly Charles Adams (Village Oaks Mobile Home Park) and lands of now or formerly Marc A. Hernandez (Hernandez Estates), said point being on the southerly right-of-way line of Hollywood Lane; thence proceed along said Hollywood Lane right-of-way line N 88°46'24" E a distance of 25.00' to a point; thence leave said right-of-way line and continue S 01°34'34" E a distance of 402.51' to a point; thence S 88°51'27" W a distance of 25.00' to a point; thence N 01°34'34" W a distance of 402.48' to the POINT OF BEGINNING; Said tract of land has an area of 10,062 square feet more or less.

EXHIBIT "B"

Project File: P:\ADW\7-74.L-3.dwg, 11/25/2013 4:04:48 PM



A SURVEY OF
SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:

THE CITY OF ST. MARYS

G.M.D. 29, THE CITY OF ST. MARYS, CAMDEN COUNTY, GEORGIA

PLAT DATE: 6/10/13 | DRAWN BY: SAC | SCALE: 1" = 50' | JOB # 12174

SHRUB SURVEYING COMPANY, P.C.
3637 DAREN HWY.
BRUNSWICK, GEORGIA 31525
912-265-3562

CERTIFICATE OF AUTHORIZATION: LSF 317



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**ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA**

Resolution Number:
Reading and Adoption:

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

Present:

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

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

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

WHEREAS, the City of St. Marys ("City") has determined that it is necessary to develop a sanitary sewer system and infrastructure project in the Gaines Davis Subdivision ("Project"); and

WHEREAS, such use constitutes "public use" within the meaning of O.C.G.A. §22-1-1, et seq. ("Act"); and

WHEREAS, in order to conduct the Project, certain rights are required over under and across the property located at Parcel ID #135D-011 within the City; and

WHEREAS, the easement to be acquired is located within the City as fully described in Exhibit "A" attached hereto and fully incorporated herein an referred to as "the subject property"; and

WHEREAS, the governing authority of the City scheduled a meeting for March 3, 2014 at 6:01 p.m. to discuss the exercise of the power of eminent domain with regard to the subject property; and

WHEREAS, the City has appraised the subject property and offered the owner of the subject property the September 30, 2013 appraised value of \$1,574.00 to acquire the easement fully described in Exhibit "A" attached hereto and fully incorporated herein; and

WHEREAS, the City has the funds available to purchase the subject property; and

Please return document to:

Noah W. Priest-Goodsett, Esq.
TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC
300 Oak Street, Suite 200
St. Simons Island, Georgia 31522

STATE OF GEORGIA

COUNTY OF CAMDEN

EASEMENT

For and in consideration of \$1,574.00 in hand paid, and other good and valuable consideration, Allen E. Rogers and Harry W. Rogers, of Camden County, Georgia, hereinafter referred to as "Grantors," hereby grants, conveys, and sets over unto the CITY OF ST. MARYS, GEORGIA, a municipal corporation of Camden County, Georgia, hereinafter referred to as "Grantee," a perpetual and permanent easement for the purposes set forth, over, through and across the following lands ("Easement Area") to wit:

(See attached Exhibit "A" Metes and Bounds for Easement Area)
(See attached Exhibit "B" For Perimeter Survey of Easement Area)

This Easement is granted appurtenant thereto for the purpose and uses of the Grantee in ingress and egress, and performing, installing, using, replacing, reconstructing, repairing and maintaining an underground sanitary sewer system and appurtenant facilities as the Grantee may deem necessary. This easement is non-exclusive and is dedicated for uninhibited public use.

Except for the rights, privileges, benefits and easements granted herein, Grantors reserve unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided



that such uses shall not interfere with the proper operation, maintenance and repair to the sewer system and facilities.

The easement granted herein shall bind the administrators, heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of the Grantee.

This _____ day of _____, 2014.

Allen E. Rogers

Harry W. Rogers

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC

My Commission Expires: _____

[Notarial Seal]

EXHIBIT "A"
EASEMENT 6

All of that lot, parcel or tract of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia as shown on a survey entitled "A Survey of Sanitary Sewer Easements, Access Easements and Pump Station for The City of St. Marys", prepared by Shupe Surveying Company, P.C., dated: 5/10/13, last revised: 9/25/13 and being more particularly described as follows;

Beginning at the common property corner between lands of now or formerly Allen Rodgers Jr. and lands of now or formerly Harry Rogers Jr. & Melissa Rogers, said point being on the northerly right-of-way line of Magnolia Street; thence leave said Magnolia Street right-of-way line and proceed N 01°11'29" W a distance of 179.80' to a point; thence N 88°45'33" E a distance of 12.50' to a point; thence S 01°11'29" E a distance of 179.81' to a point on said northerly right-of-way line of Magnolia Street; thence continue along said right-of-way line S 88°48'31" W a distance of 12.50' the POINT OF BEGINNING; Said tract of land has an area of 2,248 square feet more or less.

EXHIBIT "B"

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SEE SHEET 6

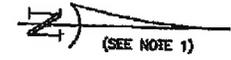
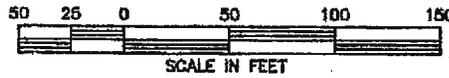
MAGNOLIA STREET (80' R/W)

LINE	BEARING	DISTANCE
L20	S 88°48'31" W	12.60'
L21	N 01°11'29" W	179.81'
L22	N 88°50'40" E	12.50'
L23	S 01°11'29" E	179.80'
L24	S 88°48'31" W	12.60'
L25	S 88°45'33" W	12.50'
L26	S 01°11'29" E	179.81'
L27	S 88°50'40" W	37.58'
L28	S 88°49'47" W	12.13'
L29	N 01°21'58" W	28.00'
L30	N 88°48'47" E	12.32'
L31	N 88°50'40" E	60.08'
L32	N 88°45'33" E	12.50'
L33	S 01°11'29" E	25.00'
L34	S 88°49'47" W	120.88'
L35	N 01°09'37" W	481.08'
L36	N 88°51'27" E	154.75'

LINE	BEARING	DISTANCE
L37	N 88°51'27" E	25.00'
L38	S 01°34'34" E	30.00'
L39	S 88°51'27" W	150.00'
L40	S 01°09'37" E	213.91'
L41	S 88°39'13" W	5.00'
L42	S 01°09'37" E	152.19'
L43	N 88°49'47" E	95.83'
L44	N 01°34'34" W	402.48'
L45	N 88°48'24" E	25.00'
L46	S 01°34'34" E	402.51'
L47	S 88°47'31" W	14.00'
L48	N 01°12'28" W	95.50'
L49	N 88°47'31" E	15.00'
L50	S 01°12'28" E	95.50'
L51	N 01°12'28" W	95.53'
L52	N 88°48'42" E	18.00'
L53	S 01°12'28" E	95.54'
L54	N 01°09'37" W	50.00'
L55	N 88°39'13" E	50.00'

LINE	BEARING	DISTANCE
L56	S 01°09'37" E	60.00'
L57	S 88°39'13" W	50.00'
L58	N 01°09'37" W	25.00'
L59	N 88°39'13" E	45.11'
L60	S 01°21'58" E	20.00'
L61	S 88°39'13" W	45.21'
L62	N 88°39'13" E	104.89'
L63	S 01°09'37" E	20.00'
L64	S 88°39'13" W	104.79'
L65	N 88°39'13" E	20.62'
L66	N 88°39'11" E	24.48'
L67	S 01°20'47" E	90.09'
L68	S 88°39'40" W	47.83'
L69	S 88°48'33" W	37.45'
L70	N 88°48'47" E	68.89'

*REVISED TO ADDRESS REVIEW COMMENTS 9/25/13



(SEE NOTE 1)

EASEMENT-8
AREA = 18,640 SQ. FT.

LOT 1
NOW OR FORMERLY
MARC A. HERNANDEZ
PARCEL# 135C 01E
(D.B. 628, PG. 329)

HERNANDEZ
ESTATES

NOW OR FORMERLY
NEW HOPE BAPTIST
SAINT MARYS
PARCEL# 135C 01G
(D.B. 339, PG. 133)

EASEMENT-9
AREA = 10,082 SQ. FT.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 160-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 16-8-67

PALMETTO STREET (60' R/W)

*SEE SHEET 1 FOR NOTES SHEET 7 OF 17

A SURVEY OF
SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:
THE CITY OF ST. MARYS

G.M.D. 28, THE CITY OF ST. MARYS, CAMDEN COUNTY, GEORGIA
PLAT DATE: 5/10/13 DRAWN BY: SAC SCALE: 1"=60' JOB # 12174

SHUPE SURVEYING COMPANY, P.C.
3637 DAREN HWY.
BRUNSWICK, GEORGIA 31525
912-285-0582
CERTIFICATE OF AUTHORIZATION: LSF 317



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SEE SHEET 13

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ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA

Resolution Number:
Reading and Adoption:

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

Present:

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

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

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

WHEREAS, the City of St. Marys ("City") has determined that it is necessary to develop a sanitary sewer system and infrastructure project in the Gaines Davis Subdivision ("Project"); and

WHEREAS, such use constitutes "public use" within the meaning of O.C.G.A. §22-1-1, et seq. ("Act"); and

WHEREAS, in order to conduct the Project, certain rights are required over under and across the property located at Parcel ID #135D-013 within the City; and

WHEREAS, the easement to be acquired is located within the City as fully described in Exhibit "A" attached hereto and fully incorporated herein an referred to as "the subject property"; and

WHEREAS, the governing authority of the City scheduled a meeting for March 3, 2014 at 6:01 p.m. to discuss the exercise of the power of eminent domain with regard to the subject property; and

WHEREAS, the City has appraised the subject property and offered the owner of the subject property the September 30, 2013 appraised value of \$1,574.00 to acquire the easement fully described in Exhibit "A" attached hereto and fully incorporated herein; and

WHEREAS, the City has the funds available to purchase the subject property; and

Please return document to:
Noah W. Priest-Goodsett, Esq.
TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC
300 Oak Street, Suite 200
St. Simons Island, Georgia 31522

STATE OF GEORGIA

COUNTY OF CAMDEN

EASEMENT

For and in consideration of \$1,574.00 in hand paid, and other good and valuable consideration, Harry W. Rogers, Jr., and Melissa Rogers and Allen E. Rogers, of Camden County, Georgia, hereinafter referred to as "Grantor," hereby grants, conveys, and sets over unto the CITY OF ST. MARYS, GEORGIA, a municipal corporation of Camden County, Georgia, hereinafter referred to as "Grantee," a perpetual and permanent easement for the purposes set forth, over, through and across the following lands ("Easement Area") to wit:

(See attached Exhibit "A" Metes and Bounds for Easement Area)
(See attached Exhibit "B" For Perimeter Survey of Easement Area)

This Easement is granted appurtenant thereto for the purpose and uses of the Grantee in ingress and egress, and performing, installing, using, replacing, reconstructing, repairing and maintaining an underground sanitary sewer system and appurtenant facilities as the Grantee may deem necessary. This easement is non-exclusive and is dedicated for uninhibited public use.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided



that such uses shall not interfere with the proper operation, maintenance and repair to the sewer system and facilities.

The easement granted herein shall bind the administrators, heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of the Grantee.

This _____ day of _____, 2014.

Harry W. Rogers, Jr.

Melissa Rogers

Allen E. Rogers

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC

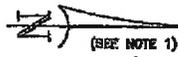
My Commission Expires: _____

[Notarial Seal]

EXHIBIT "A"
EASEMENT 5

All of that lot, parcel or tract of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia as shown on a survey entitled "A Survey of Sanitary Sewer Easements, Access Easements and Pump Station for The City of St. Marys", prepared by Shupe Surveying Company, P.C., dated: 5/10/13, last revised: 9/25/13 and being more particularly described as follows;

Beginning at the common property corner between lands of now or formerly Harry Rogers Jr. & Melissa Rogers and lands of now or formerly Allen Rogers Jr., said point being on the northerly right-of-way line of Magnolia Street; thence proceed along said Magnolia Street right-of-way line S 88°48'31" W a distance of 12.50' to a point; thence leave said right-of-way line and continue N 01°11'29" W a distance of 179.81' to a point; thence N 88°50'40" E a distance of 12.50' to a point; thence S 01°11'29" E a distance of 179.80' to the POINT OF BEGINNING; Said tract of land has an area of 2,248 square feet more or less.



LINE	BEARING	DISTANCE
L20	S 88°48'31" W	12.50
L21	N 01°11'25" E	178.81
L22	N 88°50'40" E	12.50
L23	S 01°11'25" E	178.80
L24	S 88°48'31" W	12.50
L25	S 88°48'33" W	12.00
L26	S 01°11'25" E	178.81
L27	E 88°50'40" W	57.58
L28	S 88°48'47" W	12.13
L29	N 01°21'55" W	25.00
L30	N 88°48'47" E	12.22
L31	N 88°50'40" E	50.00
L32	N 88°48'33" E	12.50
L33	S 01°11'26" E	24.00
L34	S 88°48'47" W	120.95
L35	N 01°05'37" E	421.09
L36	N 88°51'27" E	154.75

NOW OR FORMERLY
HARRY ROGERS JR. &
MELISSA ROGERS
PARCEL# 135D 013
(D.B. 328, PG. 213)

EASEMENT-5
AREA = 2,248 SQ. FT.

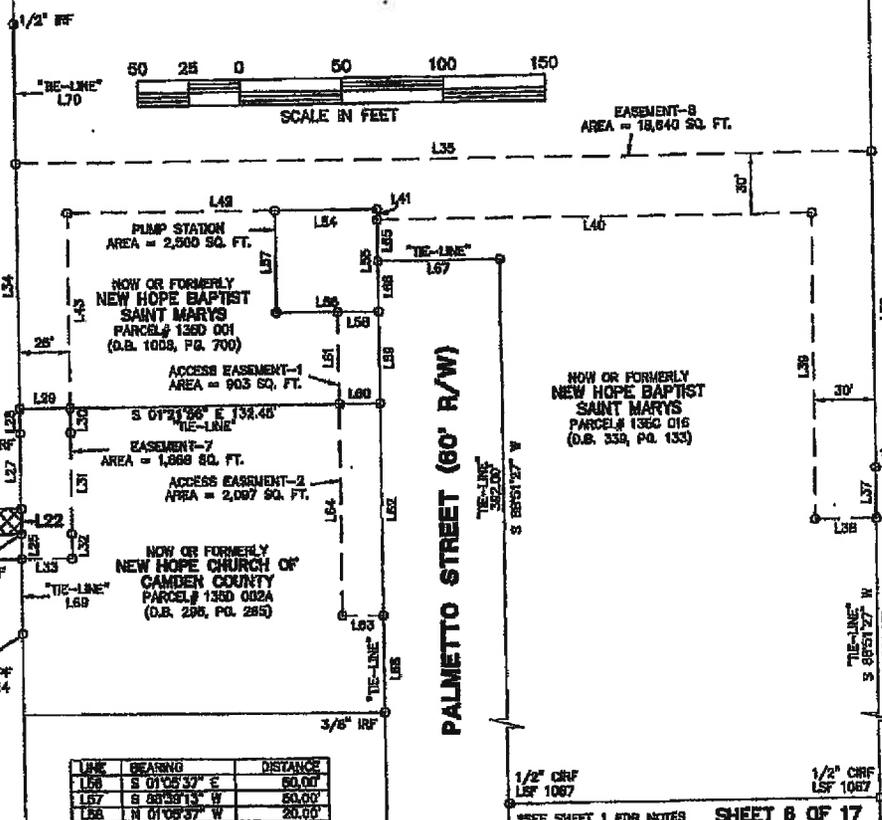
EASEMENT-6
AREA = 2,248 SQ. FT.

NOW OR FORMERLY
ALLEN ROGERS JR.
PARCEL# 135D 011
(D.B. 927, PG. 37)

LINE	BEARING	DISTANCE
L37	N 88°51'27" E	25.00
L38	S 01°34'34" E	30.00
L39	S 88°51'27" W	150.00
L40	S 01°05'37" E	213.91
L41	S 88°38'13" W	5.00
L42	S 01°05'37" E	152.18
L43	N 88°49'47" E	95.53
L44	N 01°34'34" W	402.48
L45	N 88°48'24" E	25.00
L46	S 01°34'34" E	402.81
L47	S 88°47'31" W	15.00
L48	N 01°12'23" W	55.50
L49	N 88°47'31" E	15.00
L50	S 01°12'25" E	60.50
L51	N 01°12'25" W	60.50
L52	N 88°48'42" E	15.00
L53	S 01°12'25" E	60.54
L54	N 01°05'37" E	50.00
L55	N 88°38'13" E	50.00

LINE	BEARING	DISTANCE
L56	S 01°05'37" E	50.00
L57	S 88°38'13" W	50.00
L58	N 01°05'37" W	20.00
L59	N 88°38'13" E	48.71
L60	S 01°21'55" E	20.00
L61	S 88°38'13" W	45.21
L62	N 88°38'13" E	104.89
L63	S 01°05'37" E	20.00
L64	S 88°38'13" W	164.75
L65	N 88°38'13" E	20.82
L66	N 88°38'11" E	24.48
L67	S 01°20'47" E	60.00
L68	S 88°38'40" W	47.53
L69	S 88°48'33" W	37.48
L70	N 88°48'47" E	62.59

*REVISED TO ADDRESS REROW COMMENTS 8/25/13



EASEMENT-8
AREA = 18,840 SQ. FT.

LOT 1
NOW OR FORMERLY
MARC A. HERNANDEZ
PARCEL# 135D 01E
(D.B. 525, PG. 328)

HERNANDEZ
ESTATES

NOW OR FORMERLY
NEW HOPE BAPTIST
SAINT MARYS
PARCEL# 135D 016
(D.B. 339, PG. 133)

EASEMENT-9
AREA = 10,082 SQ. FT.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 160-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-2-47

A SURVEY OF
SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:
THE CITY OF ST. MARYS

C.M.D. 20, THE CITY OF ST. MARYS, CAMDEN COUNTY, GEORGIA
PLAT DATED 10/13 DRAWN BY: SAG SCALE: 1" = 50' JOB # 12174

SHUPE SURVEYING COMPANY, P.C.
3917 DARREN HWY.
BRUNSWICK, GEORGIA 31828
912-689-0322
CERTIFICATE OF AUTHORIZATION LSF 317



12174_ES.DWG

SEE SHEET 8
EXHIBIT "B"
Copyright 2013 by Shupe Surveying Company, P.C.

MAGNOLIA STREET (60' R/W)

PALMETTO STREET (60' R/W)

SEE SHEET 13

ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA

Resolution Number:
Reading and Adoption:

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

Present:

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

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

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

WHEREAS, the City of St. Marys ("City") has determined that it is necessary to develop a sanitary sewer system and infrastructure project in the Gaines Davis Subdivision ("Project"); and

WHEREAS, such use constitutes "public use" within the meaning of O.C.G.A. §22-1-1, et seq. ("Act"); and

WHEREAS, in order to conduct the Project, certain rights are required over under and across the property located at Parcel ID #135D-015 within the City; and

WHEREAS, the easement to be acquired is located within the City as fully described in Exhibit "A" attached hereto and fully incorporated herein an referred to as "the subject property"; and

WHEREAS, the governing authority of the City scheduled a meeting for March 3, 2014 at 6:01 p.m. to discuss the exercise of the power of eminent domain with regard to the subject property; and

WHEREAS, the City has appraised the subject property and offered the owner of the subject property the September 30, 2013 appraised value of \$1,892.00 to acquire the easement fully described in Exhibit "A" attached hereto and fully incorporated herein; and

WHEREAS, the City has the funds available to purchase the subject property; and

Please return document to:
Noah W. Priest-Goodsett, Esq.
TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC
300 Oak Street, Suite 200
St. Simons Island, Georgia 31522

STATE OF GEORGIA

COUNTY OF CAMDEN

EASEMENT

For and in consideration of \$1,892.00 in hand paid, and other good and valuable consideration, Etta Mae Edwards, of Camden County, Georgia, hereinafter referred to as "Grantor," hereby grants, conveys, and sets over unto the CITY OF ST. MARYS, GEORGIA, a municipal corporation of Camden County, Georgia, hereinafter referred to as "Grantee," a perpetual and permanent easement for the purposes set forth, over, through and across the following lands ("Easement Area") to wit:

(See attached Exhibit "A" Metes and Bounds for Easement Area)
(See attached Exhibit "B" For Perimeter Survey of Easement Area)

This Easement is granted appurtenant thereto for the purpose and uses of the Grantee in ingress and egress, and performing, installing, using, replacing, reconstructing, repairing and maintaining an underground sanitary sewer system and appurtenant facilities as the Grantee may deem necessary. This easement is non-exclusive and is dedicated for uninhibited public use.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided



that such uses shall not interfere with the proper operation, maintenance and repair to the sewer system and facilities.

The easement granted herein shall bind the administrators, heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of the Grantee.

This ____ day of _____, 2014.

Etta Mae Edwards

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC

My Commission Expires: _____

[Notarial Seal]

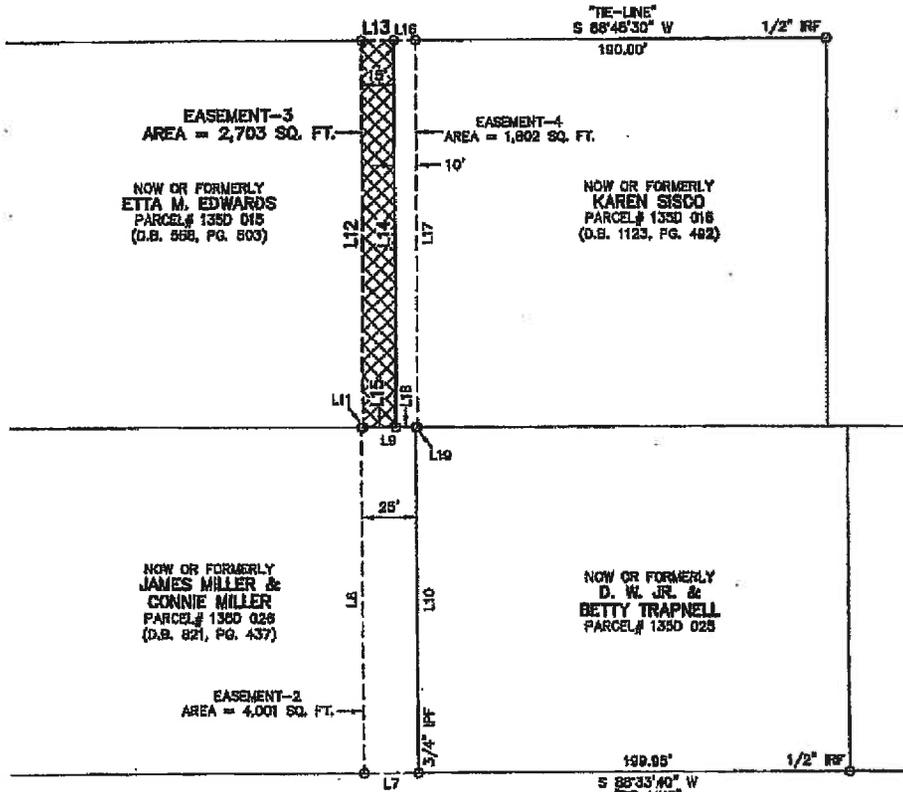
EXHIBIT "A"
EASEMENT 3

All of that lot, parcel or tract of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia as shown on a survey entitled "A Survey of Sanitary Sewer Easements, Access Easements and Pump Station for The City of St. Marys", prepared by Shupe Surveying Company, P.C., dated: 5/10/13, last revised: 9/25/13 and being more particularly described as follows;

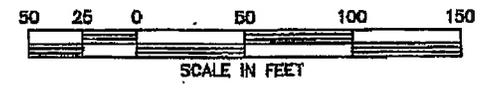
Beginning at the common property corner between lands of now or formerly Etta M. Edwards and lands of now or formerly Karen Sisco, said point being on the southerly right-of-way line of Magnolia Street; thence leave said right-of-way line and proceed S 01°14'30" E a distance of 180.21' to a point; thence S 88°45'30" W a distance of 15.00' to a point; thence N 01°14'30" W a distance of 180.21' to a point on said southerly right-of-way line of Magnolia Street; thence continue along said southerly right-of-way line of Magnolia Street N 88°45'30" E a distance of 15.00' to the POINT OF BEGINNING; Said tract of land has an area of 2,703 square feet more or less.

SEE SHEET 6

MAGNOLIA STREET (60' R/W)



LINE	BEARING	DISTANCE
L7	S 88°33'40" W	25.00'
L8	N 01°27'25" W	180.00'
L9	N 88°45'30" E	25.00'
L10	S 01°27'25" E	180.00'
L11	N 88°45'30" E	0.79'
L12	N 01°14'30" W	180.21'
L13	N 88°45'30" E	15.00'
L14	S 01°14'30" E	180.21'
L15	S 88°45'30" W	15.00'
L16	N 88°45'30" E	10.00'
L17	S 01°14'30" E	180.21'
L18	S 88°45'30" W	8.21'
L19	S 88°45'30" W	0.79'



TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 159-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 18-1-67

SHEET 4 OF 17

*REVISED TO ADDRESS REVIEW COMMENTS 9/26/13

A SURVEY OF SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:

THE CITY OF ST. MARYS

G.M.D. 28, THE CITY OF ST. MARYS, CAMDEN COUNTY, GEORGIA

PLAT DATE: 8/10/13 DRAWN BY: SAG SCALE: 1" = 50' JOB # 12174



SHUPE SURVEYING COMPANY, P.C.
3537 DARIEN HWY.
BRUNSWICK, GEORGIA 31525
912-265-0562

CERTIFICATE OF AUTHORIZATION: LSF 317



12174_E4.DWG

*SEE SHEET 1 FOR NOTES

EXHIBIT "B"

C:\Project Files\2744\WORK\774_4.dwg ... 7/25/2013 4:09:57 PM



**ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA**

Resolution Number:
Reading and Adoption:

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

Present:

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

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

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

WHEREAS, the City of St. Marys ("City") has determined that it is necessary to develop a sanitary sewer system and infrastructure project in the Gaines Davis Subdivision ("Project"); and

WHEREAS, such use constitutes "public use" within the meaning of O.C.G.A. §22-1-1, et seq. ("Act"); and

WHEREAS, in order to conduct the Project, certain rights are required over under and across the property located at Parcel ID #135D-016 within the City; and

WHEREAS, the easement to be acquired is located within the City as fully described in Exhibit "A" attached hereto and fully incorporated herein an referred to as "the subject property"; and

WHEREAS, the governing authority of the City scheduled a meeting for March 3, 2014 at 6:01 p.m. to discuss the exercise of the power of eminent domain with regard to the subject property; and

WHEREAS, the City has appraised the subject property and offered the owner of the subject property the September 30, 2013 appraised value of \$1,261.00 to acquire the easement fully described in Exhibit "A" attached hereto and fully incorporated herein; and

WHEREAS, the City has the funds available to purchase the subject property; and

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WHEREAS, the City Attorney has made every reasonable effort to acquire the subject property expeditiously by negotiation; and

WHEREAS, the City has been unable to reach an agreement with the subject property owner and/or the subject property's security holder; and

WHEREAS, more than 15 days before the scheduled meeting, the City caused or attempted to cause notice of the meeting, along with the Land Owners Notice of Rights promulgated by the Georgia Department of Community Affairs, to be served upon the subject property's owner via sheriff's deputy and/or overnight delivery; and

WHEREAS, notice of the meeting was published in the Tribune & Georgian, legal organ for the City, in a section of the paper not designated for legal advertisements, on February 13, 2014;

WHEREAS, a meeting on the issue of exercising the power of eminent domain to the acquire easement rights in the subject property was held on March 3, 2014 prior to consideration of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the St. Marys City Council, acting in its capacity as the governing authority of the City of St. Marys, that

1. The City Council hereby authorizes and directs the City Attorney to acquire the necessary property rights over, under and across the subject property located at Parcel ID #135D-016 more fully shown in Exhibit "A", through the use of eminent domain by any method allowed by law, in order to insure timely completion of the project.

2. The Mayor is specifically authorized to execute any documents necessary to further filing of any petition related to the same.

This Resolution shall be effective upon adoption.

This the _____ day of _____, 2014.

ST. MARYS CITY COUNCIL

By: _____
JOHN F. MORRISSEY, MAYOR

ATTEST:

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

Please return document to:
Noah W. Priest-Goodsett, Esq.
TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC
300 Oak Street, Suite 200
St. Simons Island, Georgia 31522

STATE OF GEORGIA

COUNTY OF CAMDEN

EASEMENT

For and in consideration of \$1,261.00 in hand paid, and other good and valuable consideration, Karen Cisco, of Camden County, Georgia, hereinafter referred to as "Grantor," hereby grants, conveys, and sets over unto the CITY OF ST. MARYS, GEORGIA, a municipal corporation of Camden County, Georgia, hereinafter referred to as "Grantee," a perpetual and permanent easement for the purposes set forth, over, through and across the following lands ("Easement Area") to wit:

(See attached Exhibit "A" Metes and Bounds for Easement Area)
(See attached Exhibit "B" For Perimeter Survey of Easement Area)

This Easement is granted appurtenant thereto for the purpose and uses of the Grantee in ingress and egress, and performing, installing, using, replacing, reconstructing, repairing and maintaining an underground sanitary sewer system and appurtenant facilities as the Grantee may deem necessary. This easement is non-exclusive and is dedicated for uninhibited public use.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided



that such uses shall not interfere with the proper operation, maintenance and repair to the sewer system and facilities.

The easement granted herein shall bind the administrators, heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of the Grantee.

This _____ day of _____, 2014.

Karen Cisco

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC

My Commission Expires: _____

[Notarial Seal]

EXHIBIT "A"
EASEMENT 4

All of that lot, parcel or tract of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia as shown on a survey entitled "A Survey of Sanitary Sewer Easements, Access Easements and Pump Station for The City of St. Marys", prepared by Shupe Surveying Company, P.C., dated: 5/10/13, last revised: 9/25/13 and being more particularly described as follows;

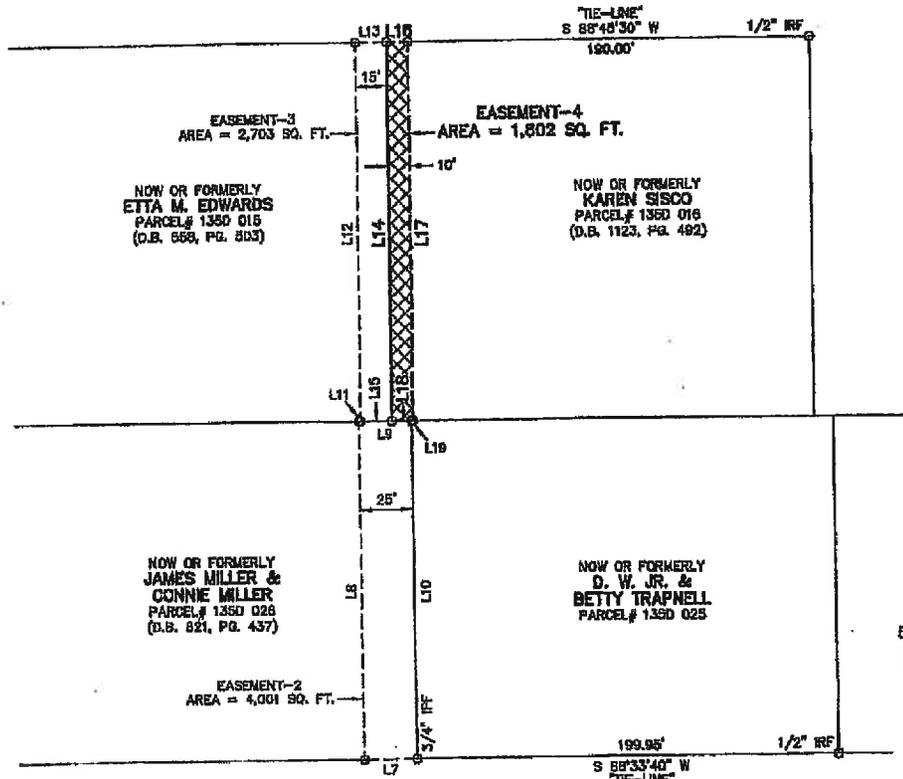
Beginning at the common property corner between lands of now or formerly Karen Sisco and lands of now or formerly Etta M. Edwards, said point being on the southerly right-of-way line of Magnolia Street; thence proceed along said Magnolia Street right-of-way line N 88°45'30" E a distance of 10.00' to a point; thence leave said right-of-way line and continue S 01°14'30" E a distance of 180.21' to a point; thence S 88°45'30" W a distance of 10.00' to a point; thence N 01°14'30" W a distance of 180.21' to the POINT OF BEGINNING; Said tract of land has an area of 1,802 square feet more or less.

EXHIBIT "B"

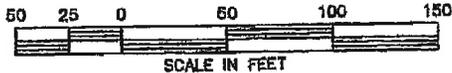
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SEE SHEET 6

MAGNOLIA STREET (60' R/W)



LINE	BEARING	DISTANCE
L7	S 88°33'40\" W	25.00'
L8	N 01°27'25\" W	180.09'
L9	N 88°45'30\" E	28.00'
L10	S 01°27'25\" E	180.00'
L11	N 88°45'30\" E	0.79'
L12	N 01°14'30\" W	180.21'
L13	N 88°45'30\" E	15.00'
L14	S 01°14'30\" E	180.21'
L15	S 88°45'30\" W	15.00'
L16	N 88°45'30\" E	10.00'
L17	S 01°14'30\" E	180.21'
L18	S 88°45'30\" W	9.21'
L19	S 88°45'30\" W	0.79'



TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-8-87

SHEET 5 OF 17

*REVISED TO ADDRESS REVIEW COMMENTS 9/25/13

A SURVEY OF
SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:
THE CITY OF ST. MARYS
 G.M.D. 29, THE CITY OF ST. MARYS, CAMDEN COUNTY, GEORGIA
 PLAT DATES: 5/10/13 DRAWN BY: SAC SCALE: 1" = 50' JOB # 12174
SHUPE SURVEYING COMPANY, P.C.
 3837 DAREN HWY.
 BRUNSWICK, GEORGIA, 31825
 912-235-0562
 CERTIFICATE OF AUTHORIZATION: LSF 317



12174_ES.DWG

*SEE SHEET 1 FOR NOTES

HIGHTOWER STREET (60' R/W)



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ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA

Resolution Number:
Reading and Adoption:

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

Present:

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

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

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

WHEREAS, the City of St. Marys (“City”) has determined that it is necessary to develop a sanitary sewer system and infrastructure project in the Gaines Davis Subdivision (“Project”); and

WHEREAS, such use constitutes “public use” within the meaning of O.C.G.A. §22-1-1, et seq. (“Act”); and

WHEREAS, in order to conduct the Project, certain rights are required over under and across the property located at Parcel ID #135E-001D within the City; and

WHEREAS, the easement to be acquired is located within the City as fully described in Exhibit “A” attached hereto and fully incorporated herein an referred to as “the subject property”; and

WHEREAS, the governing authority of the City scheduled a meeting for March 3, 2014 at 6:01 p.m. to discuss the exercise of the power of eminent domain with regard to the subject property; and

WHEREAS, the City has appraised the subject property and offered the owner of the subject property the September 30, 2013 appraised value of \$2,804.00 to acquire the easement fully described in Exhibit “A” attached hereto and fully incorporated herein; and

WHEREAS, the City has the funds available to purchase the subject property; and

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WHEREAS, the City Attorney has made every reasonable effort to acquire the subject property expeditiously by negotiation; and

WHEREAS, the City has been unable to reach an agreement with the subject property owner and/or the subject property's security holder; and

WHEREAS, more than 15 days before the scheduled meeting, the City caused or attempted to cause notice of the meeting, along with the Land Owners Notice of Rights promulgated by the Georgia Department of Community Affairs, to be served upon the subject property's owner via sheriff's deputy and/or overnight delivery; and

WHEREAS, notice of the meeting was published in the Tribune & Georgian, legal organ for the City, in a section of the paper not designated for legal advertisements, on February 13, 2014;

WHEREAS, a meeting on the issue of exercising the power of eminent domain to acquire easement rights in the subject property was held on March 3, 2014 prior to consideration of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the St. Marys City Council, acting in its capacity as the governing authority of the City of St. Marys, that

1. The City Council hereby authorizes and directs the City Attorney to acquire the necessary property rights over, under and across the subject property located at Parcel ID #135E-001D more fully shown in Exhibit "A", through the use of eminent domain by any method allowed by law, in order to insure timely completion of the project.

2. The Mayor is specifically authorized to execute any documents necessary to further filing of any petition related to the same.

This Resolution shall be effective upon adoption.

This the _____ day of _____, 2014.

ST. MARYS CITY COUNCIL

By: _____
JOHN F. MORRISSEY, MAYOR

ATTEST:

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

Please return document to:
Noah W. Priest-Goodsett, Esq.
TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC
300 Oak Street, Suite 200
St. Simons Island, Georgia 31522

STATE OF GEORGIA

COUNTY OF CAMDEN

EASEMENT

In exchange for good and valuable consideration, Michael Lee Beck, of Camden County, Georgia, hereinafter referred to as "Grantor," hereby grants, conveys, and sets over unto the CITY OF ST. MARYS, GEORGIA, a municipal corporation of Camden County, Georgia, hereinafter referred to as "Grantee," a perpetual and permanent easement for the purposes set forth, over, through and across the following lands ("Easement Area") to wit:

(See attached Exhibit "A" Metes and Bounds for Easement Area)
(See attached Exhibit "B" For Perimeter Survey of Easement Area)

This Easement is granted appurtenant thereto for the purpose and uses of the Grantee in ingress and egress, and performing, installing, using, replacing, reconstructing, repairing and maintaining an underground sanitary sewer system and appurtenant facilities as the Grantee may deem necessary. This easement is non-exclusive and is dedicated for uninhibited public use.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the sewer system and facilities.



The easement granted herein shall bind the administrators, heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of the Grantee.

This ____ day of _____, 2014.

Michael Lee Beck

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC

My Commission Expires: _____

[Notarial Seal]

EXHIBIT "A"
EASEMENT 12

All of that lot, parcel or tract of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia as shown on a survey entitled "A Survey of Sanitary Sewer Easements, Access Easements and Pump Station for The City of St. Marys", prepared by Shupe Surveying Company, P.C., dated: 5/10/13, last revised: 9/25/13 and being more particularly described as follows;

Beginning at the common property corner between lands of now or formerly Mr. & Mrs. M.L. Beck and lands of now or formerly Hilda F. Mumford, said point being on the easterly right-of-way line of Charles Street; thence leave said right-of-way line and proceed N 88°43'35" E a distance of 200.23' to a point; thence S 01°17'17" E a distance of 20.00' to a point; thence S 88°43'35" W a distance of 200.25' to a point on said Charles Street right-of-way line; thence continue along said right-of-way line N 01°13'47" W a distance of 20.00' to the POINT OF BEGINNING; Said tract of land has an area of 4,005 square feet more or less.

Please return document to:
Noah W. Priest-Goodsett, Esq.
TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC
300 Oak Street, Suite 200
St. Simons Island, Georgia 31522

STATE OF GEORGIA

COUNTY OF CAMDEN

EASEMENT

In exchange for good and valuable consideration, Millard Lee Beck, Jr., of Camden County, Georgia hereinafter referred to as "Grantor," hereby grants, conveys, and sets over unto the CITY OF ST. MARYS, GEORGIA, a municipal corporation of Camden County, Georgia, hereinafter referred to as "Grantee," a perpetual and permanent easement for the purposes set forth, over, through and across the following lands ("Easement Area") to wit:

(See attached Exhibit "A" Metes and Bounds for Easement Area)
(See attached Exhibit "B" For Perimeter Survey of Easement Area)

This Easement is granted appurtenant thereto for the purpose and uses of the Grantee in ingress and egress, and performing, installing, using, replacing, reconstructing, repairing and maintaining an underground sanitary sewer system and appurtenant facilities as the Grantee may deem necessary. This easement is non-exclusive and is dedicated for uninhibited public use.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the sewer system and facilities.

The easement granted herein shall bind the administrators, heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of the Grantee.

This _____ day of _____, 2014.

Millard Lee Beck, Jr.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC

My Commission Expires: _____

[Notarial Seal]

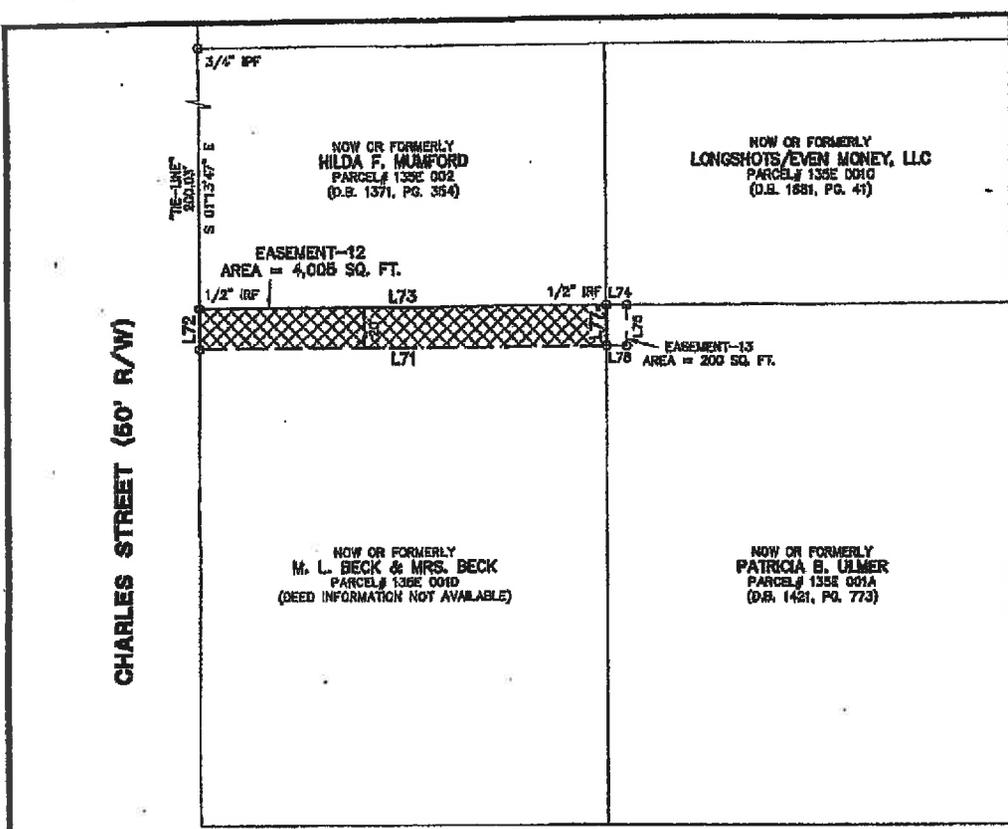
EXHIBIT "A"
EASEMENT 12

All of that lot, parcel or tract of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia as shown on a survey entitled "A Survey of Sanitary Sewer Easements, Access Easements and Pump Station for The City of St. Marys", prepared by Shupe Surveying Company, P.C., dated: 5/10/13, last revised: 9/25/13 and being more particularly described as follows;

Beginning at the common property corner between lands of now or formerly Mr. & Mrs. M.L. Beck and lands of now or formerly Hilda F. Mumford, said point being on the easterly right-of-way line of Charles Street; thence leave said right-of-way line and proceed N 88°43'35" E a distance of 200.23' to a point; thence S 01°17'17" E a distance of 20.00' to a point; thence S 88°43'35" W a distance of 200.25' to a point on said Charles Street right-of-way line; thence continue along said right-of-way line N 01°13'47" W a distance of 20.00' to the POINT OF BEGINNING; Said tract of land has an area of 4,005 square feet more or less.

EXHIBIT "B"

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CHARLES STREET (60' R/W)

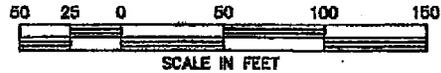
NORTH THIRD STREET (50' R/W)

**CHARLIE SMITH - SPUR 40 HWY
(CROOKED RIVER ROAD) (100' R/W)**

LINE	BEARING	DISTANCE
L71	S 88°43'38" W	200.25'
L72	N 01°13'47" W	20.00'
L73	N 88°43'35" E	200.23'
L74	N 88°46'56" E	10.00'
L75	S 01°17'17" E	20.00'
L76	S 88°49'58" W	10.00'
L77	S 01°17'17" E	20.00'

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 190-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 19-2-97

SHEET 16 OF 17 *REVISED TO ADDRESS REVIEW COMMENTS 9/28/13



*SEE SHEET 1 FOR NOTES

A SURVEY OF
SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:
THE CITY OF ST. MARYS

G.M.S. 2B, THE CITY OF ST. MARYS, GARDEN COUNTY, GEORGIA

PLAT DATES 10/13 | DRAWN BY: SAC | SCALE: 1"=50' | JOB # 12174

SHUPE SURVEYING COMPANY, P.C.
3837 DARBEN HWY.
BRUNSWICK, GEORGIA 31526
912-263-0552
CERTIFICATE OF AUTHORIZATION: LSF 317



12174_L16.DWG



Please return document to:
Noah W. Priest-Goodsett, Esq.
TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC
300 Oak Street, Suite 200
St. Simons Island, Georgia 31522

STATE OF GEORGIA

COUNTY OF CAMDEN

EASEMENT

In exchange for good and valuable consideration, Patricia B. Ulmer, as Administratrix of the Estate of Lola J. Beck and Executrix under the Last Will and Testament of Millard Lee Beck, Sr. and Individually, of Camden County, Georgia, hereinafter referred to as "Grantor," hereby grants, conveys, and sets over unto the CITY OF ST. MARYS, GEORGIA, a municipal corporation of Camden County, Georgia, hereinafter referred to as "Grantee," a perpetual and permanent easement for the purposes set forth, over, through and across the following lands ("Easement Area") to wit:

(See attached Exhibit "A" Metes and Bounds for Easement Area)
(See attached Exhibit "B" For Perimeter Survey of Easement Area)

This Easement is granted appurtenant thereto for the purpose and uses of the Grantee in ingress and egress, and performing, installing, using, replacing, reconstructing, repairing and maintaining an underground sanitary sewer system and appurtenant facilities as the Grantee may deem necessary. This easement is non-exclusive and is dedicated for uninhibited public use.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided

that such uses shall not interfere with the proper operation, maintenance and repair to the sewer system and facilities.

The easement granted herein shall bind the administrators, heirs and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of the Grantee.

This _____ day of _____, 2014.

Patricia B. Ulmer, as Administratrix of the Estate of
Lola J. Beck and Executrix under the Last Will and
Testament of Millard Lee Beck, Sr. and Individually

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC

My Commission Expires: _____

[Notarial Seal]

EXHIBIT "A"
EASEMENT 12

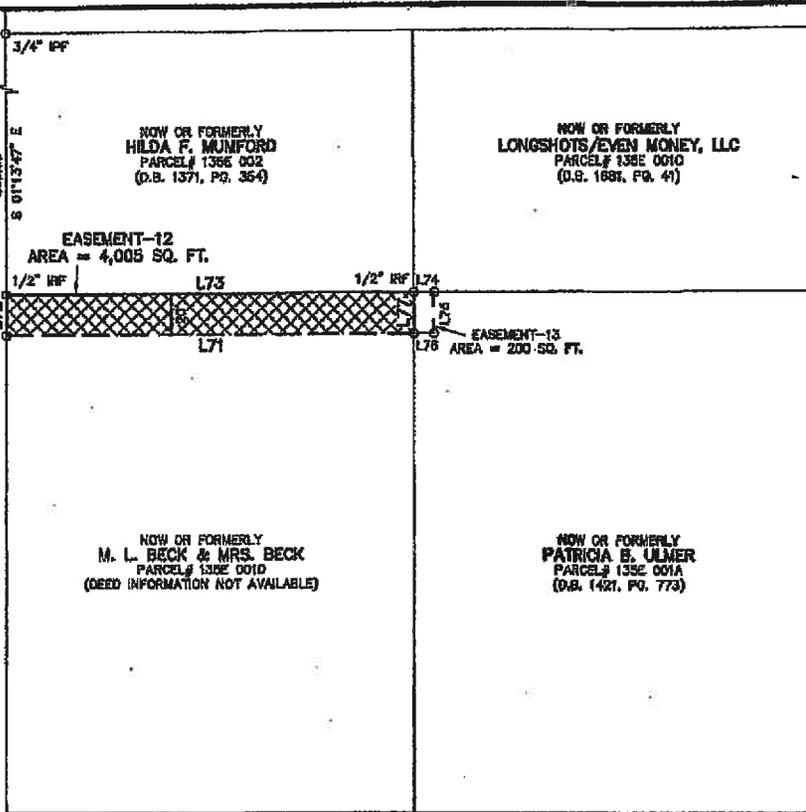
All of that lot, parcel or tract of land lying and being in the 29th Georgia Militia District, City of St. Marys, Camden County, Georgia as shown on a survey entitled "A Survey of Sanitary Sewer Easements, Access Easements and Pump Station for The City of St. Marys", prepared by Shupe Surveying Company, P.C., dated: 5/10/13, last revised: 9/25/13 and being more particularly described as follows;

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EXHIBIT "B"

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CHARLES STREET (50' R/W)



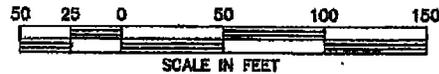
**CHARLIE SMITH - SPUR 40 HWY
(CROOKED RIVER ROAD) (100' R/W)**

LINE	BEARING	DISTANCE
L71	S 88°43'18" W	200.28'
L72	N 01°13'47" W	20.00'
L73	N 88°43'58" E	200.23'
L74	N 88°48'58" E	10.00'
L75	S 01°17'17" E	20.00'
L76	S 88°48'16" W	10.00'
L77	S 01°17'17" E	20.00'



TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 18-8-87

NORTH THIRD STREET (50' R/W)



*SEE SHEET 1 FOR NOTES

SHEET 16 OF 17

*REVISED TO ADDRESS REVIEW COMMENTS 9/25/13

A SURVEY OF
 SANITARY SEWER EASEMENTS, ACCESS EASEMENTS & PUMP STATION FOR:
THE CITY OF ST. MARYS

O.A.L.D. 29, THE CITY OF ST. MARYS, CAMDEN COUNTY, GEORGIA
 PLAT DATED 9/10/13 DRAWN BY: SAC SCALE: 1"=50' JOB # 12174



SHUPE SURVEYING COMPANY, P.C.
 3537 DARMEN HWY.
 BRUNSWICK, GEORGIA 31525
 912-285-0582
 CERTIFICATE OF AUTHORIZATION: LSF 317



12174_E18.DWG

JAMES E. STEIN, P.C.

LAWYER AND COUNSELOR

POST OFFICE BOX 5130
ST. MARYS, GEORGIA 31558
TELEPHONE: 912/729-3635 FAX: 912/729-2248

February 21, 2014

PHYSICAL ADDRESS:
52 CAMDEN WOODS PKWY
KINGSLAND, GEORGIA 31548

Deborah Walker-Reed
City of St. Marys
418 Osborne Street
St. Marys, GA 31558

E-MAIL ADDRESS:
STEIN2@TDS.NET

Re: Hospital Authority

Dear Mrs. Walker-Reed:

Enclosed please find the executed Lease for a period of two years. At the special called meeting of the Authority on February 18, 2014, the members voted to enter into the attached Lease for a period of two years. The reason being is because of the intention of Representative Jason Spencer to introduce a bill to amend the law on Hospital Authorities.

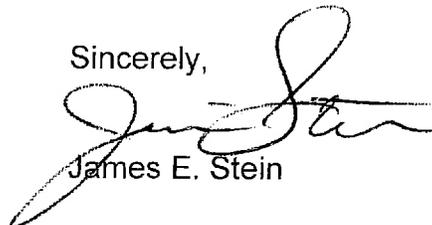
The Members are concerned as to what legislation may come out of the efforts and any affect it may have on the existing Authority.

Spencer did send to me an e-mail January 31, 2014, wherein he stated "I plan on placing language in the bill to apply to hospital authorities going forward whose sale projects like hospital and nursing homes, etc. My language would not apply to past actions of any hospital authority's use of their individual irrevocable trust so we are not dealing with an ex post facto issue, but the language will apply to hospital authorities in a progressive manner."

While that may be some contention it will not apply to the Authority, there is no way to determine what the legislation may be and the information the Authority has is that there will be no legislation this year and that a study committee may be appointed. While there is no way to determine how long all of this may take, the Authority feels a two year lease, at this time, is practical.

Should anyone have any questions please advise. Please make certain the Mayor and Council get appropriate copies and the Lease. As always, thank you for your assistance.

Sincerely,



James E. Stein

JES:mp

Enclosure

xc: Hospital Authority members

STATE OF GEORGIA
COUNTY OF CAMDEN

LEASE AGREEMENT

THIS LEASE AGREEMENT made the ____ day of _____, 20____, by and between the HOSPITAL AUTHORITY OF THE CITY OF ST. MARYS, GEORGIA, d/b/a ST. MARYS SENIOR AUTHORITY, a duly appointed authority pursuant to the State of Georgia enabling statutes (hereinafter "Lessor") and the CITY OF ST. MARYS, GEORGIA, a municipal corporation (hereinafter "Lessee").

1.

CONSIDERATION AND DESCRIPTION

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of the same which is acknowledged, the Lessor hereby leases to Lessee all that lot, tract or parcel of land lying and being in the City of St. Marys, 29th G.M. District, Camden County, Georgia, and all buildings upon said land, being described as follows:

Camden County Tax Map Parcel 135 048

2.

TERM

The term of the lease shall be for a period of TWO (2) years, which shall commence on the ____ day of _____, 20____, and ending on the ____ day of _____, 20____, at midnight, unless sooner terminated or extended as hereinafter specifically provided in this Lease.

3.

USE OF PREMISES

The main purpose of the premises is to be used as a Senior Citizens Center for the benefit of the senior citizens of the City of St. Marys, Georgia. Lessee shall be permitted to use the premises for any other function so long as the premises are available and will not interfere with the intended use of the center by senior citizens. The Lessee shall establish a rate for the use of the premises that is reasonable and customary for similar premises. Lessee is to require a deposit and rental agreement to cover the cleanup of the premises and shall have the right to retain the deposit in the event the premises are not released in the same condition as when rented.

Any and all proceeds for the rental of the Center shall be used for the sole benefit of the Center and shall be used for no other purpose. Lessee shall not sublease the premises to any other.

4.

ABANDONMENT OF PREMISES

Lessee shall not abandon or vacate premises during any term of this Lease and shall use the premises only for the aforesaid purpose herein leased until the expiration of the final term hereof.

5.

REPAIRS BY TENANT

Lessee accepts the premises in its present condition and as suited for the uses set forth herein. Lessee shall, throughout all terms of this Lease, at Lessee's expense, maintain premises in good order and repair, except those repairs, additions or changes to the premises that Lessor may agree and stipulate to do. Any and all major alterations to the Center are to be agreed upon by Lessor and Lessee prior to the same being made. Lessee further agrees to care for and clean the grounds around the building, including the mowing of grass, cleaning of the paved areas, care of shrubs and general landscaping. Lessee shall return premises to Lessor in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake, or other casualty alone excepted.

6.

INDEMNITY

Lessee agrees to, and hereby does, indemnify and save Lessor harmless against all claims for damages to persons or property by reason of Lessee's use or occupancy of premises, and all expenses incurred by Lessor because thereof, including attorney's fees and court costs.

7.

LESSEE'S INSURANCE

Lessee shall maintain throughout the Term or any extension for the Term hereof, at its sole cost and expense, with respect to the building and any improvements, equipment, fixtures, air conditioning, heating, ventilating, and supplies therein, insurance policies with extended coverage against loss or damage by fire, vandalism, malicious mischief, and other such risks as are from time to time included in a standard form of fire and extended coverage and additional perils policy of insurance available in the State of Georgia. Such insurance shall be in an amount equal to at least the replacement value thereof. Lessee shall further carry

comprehensive, general public liability insurance insuring Lessor against loss or damage arising from injury and death to persons or property occurring within the Premises.

8.

UTILITIES

Lessee shall pay for all water, gas, electricity, fuel, light, heat, and power, and for meters required therefor for premises or used by Lessee in connection therewith. In the event Lessee shall fail to pay the same, Lessor may pay the same and be indemnified by Lessee.

9.

TERMINATION OF LEASE

In the event that Lessee shall fail to abide by the terms and conditions of this Lease, Lessor may notify Lessee of the breach of the terms and conditions, outline the same to Lessee, and if Lessee shall fail to correct the breach or abide by the specific terms of the Lease within thirty (30) days of the date of the notification, Lessor shall have the right to immediately reclaim the premises.

10.

ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seal or

caused this instrument to be executed through authorized officials in their name, in triplicate, the day and year first above written.

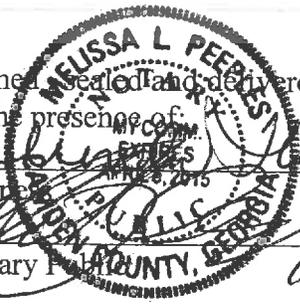
**HOSPITAL AUTHORITY OF THE CITY
OF ST. MARYS d/b/a ST. MARYS SENIOR AUTHORITY**

By: *Th K Fraser*
Its Chairman

Attest: *Charles W Lenka*
Its Secretary

Signed, sealed and delivered
in the presence of:

Witness: _____
Notary Public: _____



CITY OF ST. MARYS, GEORGIA

By: _____
Its Mayor

Attest: _____
Its Clerk

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public _____

CITY COUNCIL MEETING

March 3, 2014

TITLE: APPROVE AMENDMENTS TO THE NUISANCE ORDINANCE

PURPOSE: To approve amendment to the Nuisance Ordinance intended to cure objections to the ordinance.

RECOMMENDATION: City Attorney recommends that the Council approve the amendment.

HISTORY/ANALYSIS: Several nuisance prosecutions begun with complaints of neighbors of Borrell Creek Restaurant were dismissed by the Judge of the St. Marys Municipal Court because she felt the Nuisance Ordinance was " vague and lends to interpretation, and the cited section refers to "public" locations when we were taking enforcement action on private property". This amendment to these two sections seeks to cure this objection and to establish the method of initiating prosecutions by complaints made to the police.

PROPOSED MOTION: I move that we approve the amendment to sections 46-36 and 46-38 of the St. Marys Code of Ordinances.

City Attorney: Gary Moore

**ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA**

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

Present:

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

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

AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, SECTION 46-36 AND 46-38 TO PROVIDE FOR SPECIFICITY AS TO WHAT CONDUCT CONSTITUTES A NUISANCE, PROVIDE A MEANS TO BEGIN A PROSECUTION BY MAKING A COMPLAINT TO ST. MARYS POLICE AND FOR OTHER PURPOSES AS SET FORTH THEREIN.

Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this day of _____, 2014 that sections 46-36 and 46-38 of the Code of Ordinances, City of St. Marys, Georgia are hereby amended to read as follows:

Sec. 46-36. Conditions enumerated.

The following conditions may be declared to be nuisances:

- (1) Stagnant water on premises.

- (2) Any dead or decaying matter, weeds, vegetation or any fruit, vegetable, animal or rodent, upon premises which is odorous or capable of causing disease or annoyance to the inhabitants of the city.

- (3) The generation of smoke or fumes in sufficient amount to cause odor or annoyance to the inhabitants of the city.
- (4) The pollution of public water or the injection of matter into the sewage system which would be damaging thereto.
- (5) Maintaining a dangerous or diseased animal or fowl.
- (6) Obstruction of a public street, highway or sidewalk without a permit.
- (7) Loud or unusual noises emanating from private or public property which are detrimental or annoying to a person of normal sensitivities who are neighbors or other members of the public, including, without limitation, unusual, loud or long duration noises or other disturbances in or around residential areas, churches or multiple family complexes such as loud music and other or activities in swimming pool and clubhouse areas.
- (8) All walls, trees and buildings that may endanger persons or property.
- (9) Any businesses or buildings where illegal activities are habitually and commonly conducted in such a manner as to reasonably suggest that the owner or operator of the business or building was aware of the illegal activities and failed to reasonably attempt to prevent those activities.
- (10) Unused iceboxes, refrigerators and the like unless the doors, latches or locks thereof are removed.
- (11) Any trees, shrubbery or other plants or parts thereof, which obstruct clear, safe vision on roadways and intersections of the city.
- (12) Motor vehicles which have been dismantled, wrecked, scrapped, ruined or junked motor vehicles or parts thereof where such motor vehicles are in such a condition that they constitute a health hazard or unsightly appearance, notwithstanding the fact that such motor vehicles may be located on private property and are not located within the premises of any junkyard complying with the laws of this state related to the licensing and regulating of motor vehicle junkyards.
- (13) Any other condition constituting a nuisance under state law.

Sec. 46-38. Complaint; service of notice; hearing.

(a) For the purposes of the service provisions of this section the following definitions shall apply:

Owner means the holder of the title in fee simple and every mortgagee of record.

Parties in interest means persons in possession of the property and all individuals, associations, and corporations who have interest of record in the county where the property is located in a dwelling, building, or structure, including executors, administrators, guardians and trustees, tenants, and rental agents.

(b) Any city official or inhabitant of the city may lodge a complaint of nuisance by the filing of such complaint with the city building official by means of a nuisance complaint form. Upon receipt of such complaint, the building official shall conduct a preliminary investigation to determine if a reasonable basis exists for such complaint. If the preliminary investigation discloses a reasonable basis for the complaint, the building official shall file the complaint with the clerk of the municipal court. In addition to the foregoing process, any inhabitant of the city may make a complaint to the St. Marys Police Department which shall conduct a preliminary investigation to determine if a reasonable basis exists for such complaint. If the preliminary investigation discloses a reasonable basis for the complaint, a citation shall be issued by the police officer conducting the preliminary investigation and served personally upon the person creating or allowing the alleged nuisance and/or upon the person owning or operating the property upon which the nuisance exists or is being conducted or allowed directing the defendant to appear in the Municipal Court of St. Marys to answer said charge.

(c) Upon receipt and filing of the complaint the clerk of the municipal court shall cause the complaint and a hearing notice to be issued and served upon the owner of and any parties in interest in the property, dwelling, building or structure which is involved in or is the subject of the complaint. Such hearing shall be held before the judge of the municipal court not less than ten days nor more than 30 days after service of the complaint has been perfected as provided herein.

(d) Complaints or orders issued by the municipal court pursuant to the provisions of this section shall, in all cases, be served upon each person in possession of such property, each owner, and each party in interest; and the return of service signed by the public officer or his agent or an affidavit of service executed by any citizen of this state, other than the resident initiating the complaint; and the return of such sheriff or lawful deputy or the affidavit of such citizen that such party was served either personally or by leaving a copy of the complaint or order at the residence shall be conclusive as to such service.

(e) If any of the owners and parties in interest shall reside out of the city, service shall be perfected by causing a copy of such complaint or orders to be served upon such property by the sheriff or any lawful deputy of the county of the residence of such party or such service may be made by any citizen; and the return of service signed by the public officer or his agent or an affidavit of service executed by any citizen of this state, other than the resident initiating the complaint; and the return of such sheriff or lawful deputy or the affidavit of such citizen that such party was served either personally or by leaving a copy of the complaint or order at the residence shall be conclusive as to such service.

(f) Nonresidents of this state shall be served by posting a copy of such complaint or orders in a conspicuous place on premises affected by the complaint or orders. Where the address of such nonresidents is known, as copy of such complaint or orders shall be mailed to them by registered or certified mail.

(g) If either the owner or any party in interest is a minor or an insane person or person laboring under disabilities, the guardian of other personal representative of such person shall be served and if such guardian or personal representative resides outside the county or municipality or is a nonresident he shall be served as provided for in subsection (f) of this section or this subsection in such cases. If such guardian or personal representative or if such minor or insane person lives outside the city or is a nonresident, service by leaving a copy at the place of his residence which shall be sufficient evidence as to the service of such person; in the case of other persons who live outside of the city or are nonresidents, service shall be perfected by serving the judge of the probate court of the county wherein such property is located who shall stand in the place of and protect the rights of such minor or insane person or appoint a guardian ad litem for such person.

(h) If the whereabouts of any owner or party in interest is unknown and the same cannot be ascertained by the building official in the exercise of reasonable diligence and the building official shall make an affidavit to that effect, then the service of such complaint or order upon such persons shall be made in the same manner as provided in subsection (f) of this section or service may be perfected upon any person, firm, or corporation holding itself out as an agent for the property involved.

(i) A copy of such complaint or orders shall also be filed in the proper office for the filing of lis pendens notice in the county in which the dwelling, building, or structure is located and such filing of the complaint or orders shall have the same force and effect that appropriate lis pendens notice may contain a statement to the effect that a lien may arise against the described property and that an itemized statement of such lien is maintained on a lien docket maintained by the city clerk.

This Amendment shall become effective upon passage.

**ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA**

JOHN F. MORRISSEY, MAYOR

ATTEST:

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

EXPLANATION OF CHANGES

NOTE: Deletions are ~~stricken through~~, additions are underlined.

Sec. 46-36. Conditions enumerated.

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- (3) The generation of smoke or fumes in sufficient amount to cause odor or annoyance to the inhabitants of the city.
- (4) The pollution of public water or the injection of matter into the sewage system which would be damaging thereto.
- (5) Maintaining a dangerous or diseased animal or fowl.
- (6) Obstruction of a public street, highway or sidewalk without a permit.
- (7) Loud or unusual noises emanating from private or public property which are detrimental or annoying to a person of normal sensitivities who are neighbors or other members of the public, including, without limitation, unusual, loud or long duration noises or other disturbances in or around residential areas, churches or multiple family complexes such as loud music and other or activities in swimming pool and clubhouse areas.
- (8) All walls, trees and buildings that may endanger persons or property.
- (9) Any businesses or buildings where illegal activities are habitually and commonly conducted in such a manner as to reasonably suggest that the owner or operator of the business or building was aware of the illegal activities and failed to reasonably attempt to prevent those activities.
- (10) Unused iceboxes, refrigerators and the like unless the doors, latches or locks thereof are removed.
- (11) Any trees, shrubbery or other plants or parts thereof, which obstruct clear, safe vision on roadways and intersections of the city.

(12) Motor vehicles which have been dismantled, wrecked, scrapped, ruined or junked motor vehicles or parts thereof where such motor vehicles are in such a condition that they constitute a health hazard or unsightly appearance, notwithstanding the fact that such motor vehicles may be located on private property and are not located within the premises of any junkyard complying with the laws of this state related to the licensing and regulating of motor vehicle junkyards.

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Sec. 46-38. Complaint; service of notice; hearing.

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(b) Any city official or inhabitant of the city may lodge a complaint of nuisance by the filing of such complaint with the city building official by means of a nuisance complaint form. Upon receipt of such complaint, the building official shall conduct a preliminary investigation to determine if a reasonable basis exists for such complaint. If the preliminary investigation discloses a reasonable basis for the complaint, the building official shall file the complaint with the clerk of the municipal court. In addition to the foregoing process, any inhabitant of the city may make a complaint to the St. Marys Police Department which shall conduct a preliminary investigation to determine if a reasonable basis exists for such complaint. If the preliminary investigation discloses a reasonable basis for the complaint, a citation shall be issued by the police officer conducting the preliminary investigation and served personally upon the person creating or allowing the alleged nuisance and/or upon the person owning or operating the property upon which the nuisance exists or is being conducted or allowed directing the defendant to appear in the Municipal Court of St. Marys to answer said charge.

(c) Upon receipt and filing of the complaint the clerk of the municipal court shall cause the complaint and a hearing notice to be issued and served upon the owner of and any parties in interest in the property, dwelling, building or structure which is involved in or is the subject of the complaint. Such hearing shall be held before the judge of the

municipal court not less than ten days nor more than 30 days after service of the complaint has been perfected as provided herein.

(d) Complaints or orders issued by the municipal court pursuant to the provisions of this section shall, in all cases, be served upon each person in possession of such property, each owner, and each party in interest; and the return of service signed by the public officer or his agent or an affidavit of service executed by any citizen of this state, other than the resident initiating the complaint; and the return of such sheriff or lawful deputy or the affidavit of such citizen that such party was served either personally or by leaving a copy of the complaint or order at the residence shall be conclusive as to such service.

(e) If any of the owners and parties in interest shall reside out of the city, service shall be perfected by causing a copy of such complaint or orders to be served upon such property by the sheriff or any lawful deputy of the county of the residence of such party or such service may be made by any citizen; and the return of service signed by the public officer or his agent or an affidavit of service executed by any citizen of this state, other than the resident initiating the complaint; and the return of such sheriff or lawful deputy or the affidavit of such citizen that such party was served either personally or by leaving a copy of the complaint or order at the residence shall be conclusive as to such service.

(f) Nonresidents of this state shall be served by posting a copy of such complaint or orders in a conspicuous place on premises affected by the complaint or orders. Where the address of such nonresidents is known, a copy of such complaint or orders shall be mailed to them by registered or certified mail.

(g) If either the owner or any party in interest is a minor or an insane person or person laboring under disabilities, the guardian of other personal representative of such person shall be served and if such guardian or personal representative resides outside the county or municipality or is a nonresident he shall be served as provided for in subsection (f) of this section or this subsection in such cases. If such guardian or personal representative or if such minor or insane person lives outside the city or is a nonresident, service by leaving a copy at the place of his residence which shall be sufficient evidence as to the service of such person; in the case of other persons who live outside of the city or are nonresidents, service shall be perfected by serving the judge of the probate court of the county wherein such property is located who shall stand in the place of and protect the rights of such minor or insane person or appoint a guardian ad litem for such person.

(h) If the whereabouts of any owner or party in interest is unknown and the same cannot be ascertained by the building official in the exercise of reasonable diligence and the building official shall make an affidavit to that effect, then the service of such complaint or order upon such persons shall be made in the same manner as provided in subsection (f) of this section or service may be perfected upon any person, firm, or corporation holding itself out as an agent for the property involved.

(i) A copy of such complaint or orders shall also be filed in the proper office for the filing of lis pendens notice in the county in which the dwelling, building, or structure is located and such filing of the complaint or orders shall have the same force and effect that appropriate lis pendens notice may contain a statement to the effect that a lien may arise against the described property and that an itemized statement of such lien is maintained on a lien docket maintained by the city clerk.

CITY COUNCIL MEETING
March 3, 2014

TITLE: MCGARVEY'S WEE PUB: *St. Patrick's Day Special Event*

PURPOSE: Council consideration to approve a four day event for temporary open container alcohol sales.

RECOMMENDATION: The Assembly Permitting Committee recommends approval with attached stipulations.

HISTORY: McGarvey's Wee has requested permission to sell alcohol outside in the parking lot (a confined secure area) at their 12th Annual St. Patrick's Day celebration. Linda Johnson, Property Manager with Bakkar Group, has approved this event to be held outside in the parking area at Kings Bay Village. The event is scheduled for Friday, March 14 – Monday, 17, 2014. Request to assembly outdoor area at 4:00 p.m. on Friday, March 14th and have the area cleaned by Tuesday, March 18th at 10:00 a.m. The following procedures will be in place during our event:

1. All City ordinances will be strictly followed.
2. One bouncer will be stationed at each outdoor entrance (2 entrances) to Pub.
3. Off-duty St. Marys Police Officer hired for the event to address any problems that might arise at the owner's expense.
4. No glass policy in outdoor area ensuring the safety of patrons and their families. Plenty of trashcans located outside as well as portable restrooms.
5. Properly fenced area with cones to the specifications of St. Marys City Council. Celebration open to families of all ages from 11:00 a.m.- 10:00 p.m. After 10:00 p.m. enforcement of the "21 and over" policy outdoor and indoor spaces will be enforced.

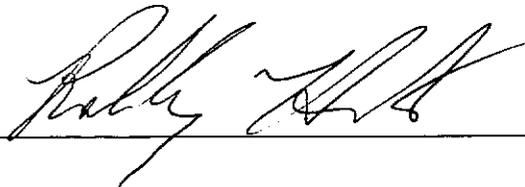
Department

Director:



City

Manager:



ST. PATRICK'S DAY 2014

To St Mary's City Council,

McGarvey's Wee Pub would like to celebrate our second St Patrick's Day with the town of St Mary's for our 12th annual St. Patrick's Day celebration event. With your permission, we would like to block off a few hundred feet of parking lot space in front of our suite within King's Bay Village shopping center on March 14- 17. The space would be enclosed with rental fencing to contain patrons to the sectioned area.

Our hopes are to set up a stage for a band to play periodically from 5pm to 11:00pm within this sectioned area. However, we plan to abide by any and all noise ordinances and remain flexible regarding this point. We would also like to have an outdoor beer cooler within the sectioned area to sell aluminum beverages to our patrons. We plan for the area to contain a handful of tables as well as numerous chairs for seating and enjoying our traditional Irish menu. Plenty of trash cans will be located outside, as well as portable restrooms, to help keep our guests comfortable and maintain a clean area.

After speaking with the fire chief, we have a clear understanding of how to maintain our max occupancy standards. We will have a bouncer at each outdoor entrance (2) and we will also hire an off-duty Saint Mary's police officer, possibly two, if needed.

We will enforce a "no glass" policy for our outdoor area, ensuring the safety of our patrons and their families. Our celebration will be open to families and individuals of all ages from 11am to 10pm. After 10pm we will enforce a "21 and over" policy within both our indoor and outdoor spaces.

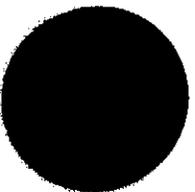
Our goal is to begin set up for this outdoor area around 4pm on March 14th and have the area dismantled, clean and trash-free by 10am March 18th. The area would be properly set up with fencing cones, etc. to the specifications of St. Mary's City Council.

We would appreciate city council, as well as other members of our community, to vote in favor of approving our St. Patrick's Day celebration. We remain open to suggestions. Please direct all questions to, owner William Zachary Briers Jr. (704) 962-5699 zbriersjr@gmail.com

Thank you,

McGarvey's Wee Pub Management Team





B A K K A R
g r o u p

March 1, 2014

City of St Marys
Osborne Road
St Marys, GA 31558

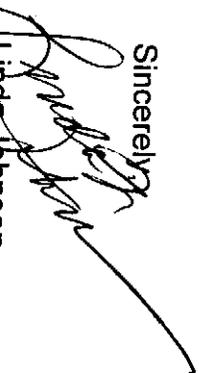
Reference: Wee Pub / St Patrick's Day Holiday

To Whom It May Concern:

Kings Bay Village / St Mary's Properties has given permission to Wee Pub Restaurant to hold their St Patrick Day Holiday in the parking lot in front on their space on March 14 thru 17, 2014.

If any further information is needed, please contact my office.

Sincerely



Linda Johnson
Property Manager



ASSEMBLY PERMIT REQUEST FOR PUBLIC EVENTS

(Please print or type all information.)

EVENT COORDINATION

EVENT NAME: McGrawey's Wee Pub Saint Patrick's Day 2014

DATE OF EVENT: 3/14/14 START TIME: 5:00 FINISH TIME: 1:30am

REQUESTING ORGANIZATION: McBlackline A.B.A. McGrawey's Wee Pub

TYPE OF ORGANIZATION: Irish Pub / Restaurant

EVENT COORDINATOR'S CONTACT INFORMATION:

EVENT COORDINATOR (APPLICANT): Zach Briers JR.

RELATIONSHIP OF APPLICANT TO ORGANIZATION: OWNER

ADDRESS: 765 Laurel Landing Blvd. Kingsland, GA 31548

PHONE NUMBERS: HOME ()

WORK ()

CELL ()

E-MAIL: ()

INDICATE A CONTACT NAME AND NUMBER FOR PUBLIC RELEASE TO PROMOTE THE EVENT:

EVENT SPECIFICS

PRE-ASSEMBLY TIME: _____ PRE-ASSEMBLY LOCATION: _____

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

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

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.)

This road is front of the pub will be blocked off

Approximately 15-20 yds to the left and right.

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

2 handicap spaces will be blocked off but two more will be posted sight next to the blocked off spaces

3/14-17

SUPPORT

WILL PORTABLE STAGE BE NEEDED? YES X NO

WHOLE STAGE HALF STAGE X

WHERE? Ta Sengt off Lee Rd

ELECTRICITY NEEDED? YES NO X

WHERE?

ESTIMATE THE NUMBER OF:

PEOPLE: 100 - 200 ANIMALS: VEHICLES:

TEMPORARY STATIC STRUCTURES:

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 WAK Waterfront Pavilion Other

If "Other," describe:

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

2B Applicant agrees to provide the required number of "NO PARKING" signs to the City no later than 15 days before the event.

2C Applicant agrees to provide the requisite number of trash receptacles for use during the event.

2B Applicant agrees to assume responsibility for any damages to City property resulting from the event.

2B Applicant assumes responsibility to arrange for clean-up after the event.

2B Applicant assumes responsibility for clean up after any animals involved in the event.

2B Applicant agrees to provide volunteers to assist visitors in accessing the parking area for the Cumberland Island Ferry for events that block Osborne Street and/or St. Marys Street.

2B Applicant understands that State Laws and City Ordinances will be enforced. Specifically, music and the use of any public address system will cease before 11:00 PM.

2B Applicant understands that a non-refundable site fee of \$150.00 per tent will be required by the City for events where tents larger than 12 feet by 12 feet will be erected in the Waterfront Park.

2B Applicant will provide their own Public Address system or other sound equipment.

2B Applicant will coordinate two weeks in advance of the event with the Chief Ranger at Cumberland Island National Seashore (912-882-4336 extension 258) to allow for park visitor access to the parking area of the ferry parking lot. This includes access for campers with gear boarding the ferry and those visitors with special needs. Vendors and support staff will not use the ferry parking area.

RECYCLING RESPONSIBILITIES

23 Applicant will provide recycling receptacles during their event.

EVENT DESCRIPTION: Please list below the type of event you are organizing and provide a detailed description of the activities taking place during your event. Please include types of vendors, performers and various activities that might take place.

(See attachment letter)
+ map

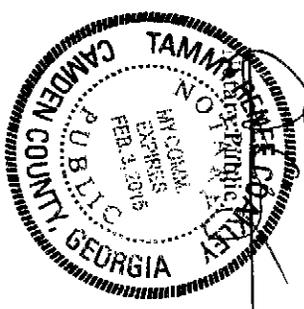
(Please have this form notarized and returned to the City of St. Marys. Upon receipt of this notarized form, it will be added to your assembly request and forwarded to the committee and City Manager.)

X. J. Lewis
Applicant's Signature

2/28/14
Date

2/20/14
Date

2/3/15
Date My Commission Expires



STAFF REVIEW:

Date of Staff Review: 2/27/14

Fire Dept.: [Signature]

Police Dept.: [Signature]

Public Works: [Signature]

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**

[Signature]
City Manager 2/28/14
Date

CC: Tourism, DDA, City Clerk

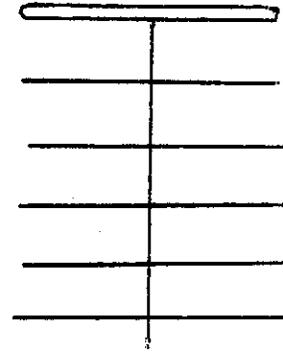
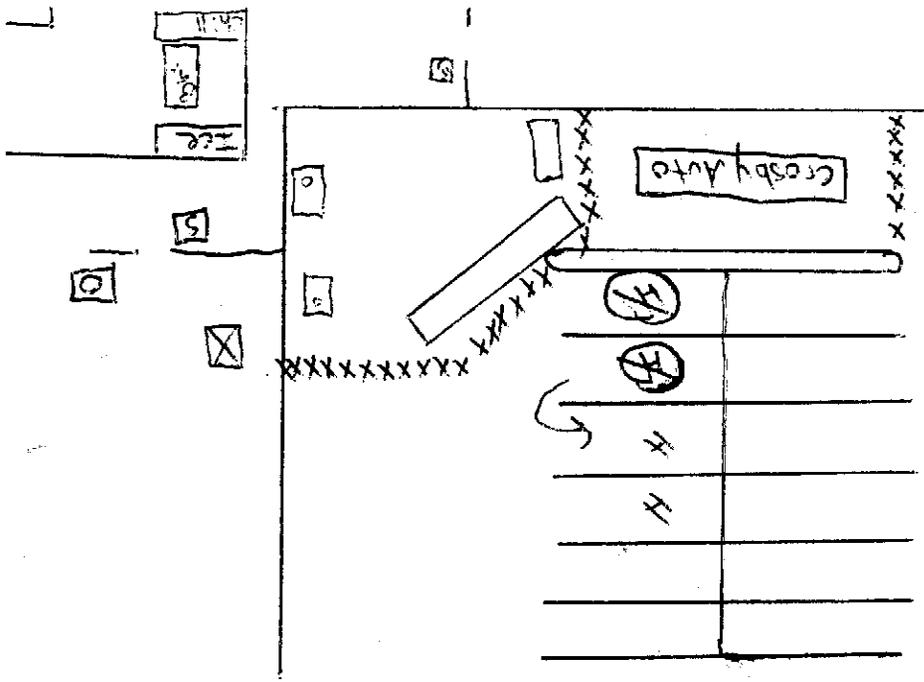
Staff Recommendation: (check one)

Approved

Approved With Stipulations

Disapproved

- ☐ - Security
- X - fencing
- H - Handicap
- ☐ - Police officer
- ☒ - Portable toilet





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

INVOICE

CITY OF ST. MARYS
(912) 510-4000

REQ#: 00330809 2/20/2014 1:01 PM

OPER: RLB TERM: 002

REF#:

STAGE RENTAL DELIVERY & SETUP
(1/2 STAGE)

TRAN: 60.0000 RENTAL/DEPOSITS
MCGARVEY'S - 03/14-17
SPECIAL EVENTS RENT 250.0000R

ORGANIZATION: McGarvey's Wee pop

EVENT: Saint Patrick's Day

TENDERED: 250.00 CASH
APPLIED: 250.00-
CHANGE: 0.00

DATE OF EVENT: March 14-17

LOCATION: McGarvey's wee pop parking lot

DATE: March 14 SETUP March 18 AM PICK UP

RENTAL FEE: \$ 250.00

I understand my organization will be responsible for any damages that may occur to the stage while in our possession.

PRINT NAME: Zach Rivers Sr. SIGNATURE: Zach Rivers

TELEPHONE NUMBER: _____ TODAY'S DATE: 2/20/14

Please remit payment to the City of St. Marys, 418 Osborne Street, St. Marys, Georgia 31558.

FEE MUST BE PAID IN ADVANCE. STAGE WILL NOT BE RESERVED UNTIL SUCH FEE IS PAID.

Note: Accounts-Receiveable please fax form to Public Works at 673-6666 as soon as possible once paid.

CITY COUNCIL MEETING

March 3, 2014

TITLE: Budget Ordinance to increase the General Government Buildings Budget

PURPOSE: Increase funds to cover the termite expense and other repairs on government buildings

RECOMMENDATION: Approval

HISTORY/ANALYSIS: It is necessary to move funds to cover the expense of exterminating termites (\$1,000) at the building housing the Georgia Department of Labor and for covering air conditioner (\$2,000) repairs on city facilities.

Department

Director:

Jenny Brown

City

Manager:

Robert H. H.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2014
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

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

That it is necessary to amend the FY14 Budget to cover termite exterminating and air conditioner repairs.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
100-51565-52.2221 Building Repairs	\$ 14,580	+ \$ 3,000	\$ 17,580
100-51510-57.9100 Contingency	\$ 64,339	- \$ 3,000	\$ 61,339

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

CITY OF ST. MARYS, GEORGIA

By: _____
John Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

The following is an overview of the City's revenue and expenditures for the month ending January 31, 2014, which is the seventh month of fiscal year FY2014. All reports are on a cash basis.

General Fund:

Total revenue for the General Fund was \$5,959,712 plus \$222,678 of allocated budgeted fund equity for a total of \$6,182,390. Total year to date expenditures as of 1/31/14 was \$4,881,821 for a revenue over expenditures balance of \$1,300,570. Available cash balance as of 1/31/14 was \$5,391,059.

Tourism

Total revenue for Tourism fund was \$86,461. Total year to date expenditures as of 1/31/14 was \$98,172 for a shortfall of \$(11,711).

SPLOST

Total revenues received for SPLOST was \$290,376 plus interest of \$5 for total revenues of \$290,381 in 1/31/14. Total year to date expenditures as of 1/31/14 was \$215,792 for a revenue over expenditures balance of \$74,589. This is a reimbursement fund which will net to zero at the end of the fiscal year.

Water/Sewer Fund

Total revenue for the Water/Sewer fund was \$3,752,280 which includes \$148,790 of allocated budgeted fund equity. Total year to date expenses as of 1/31/14 was \$3,349,290 for a revenue over expenditures balance of \$402,990. Available cash balance as of 1/31/14 was \$4,746,769.

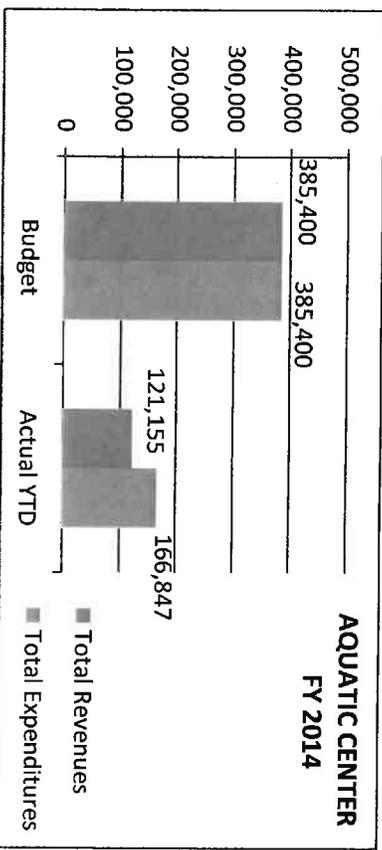
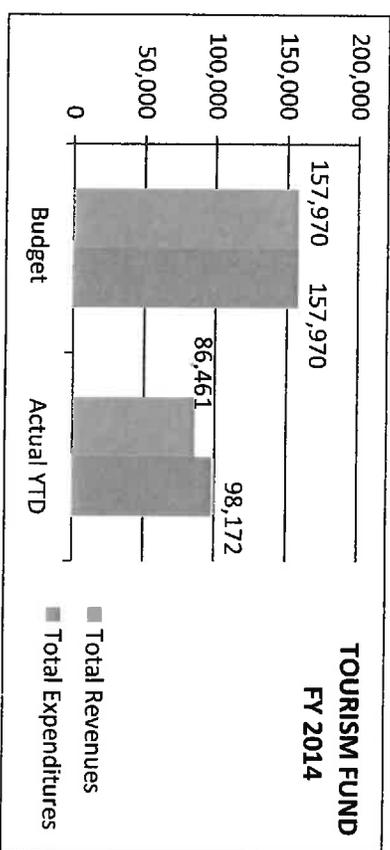
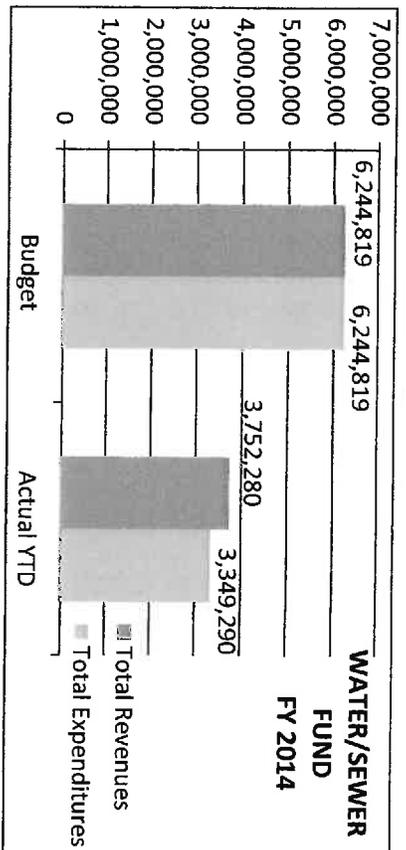
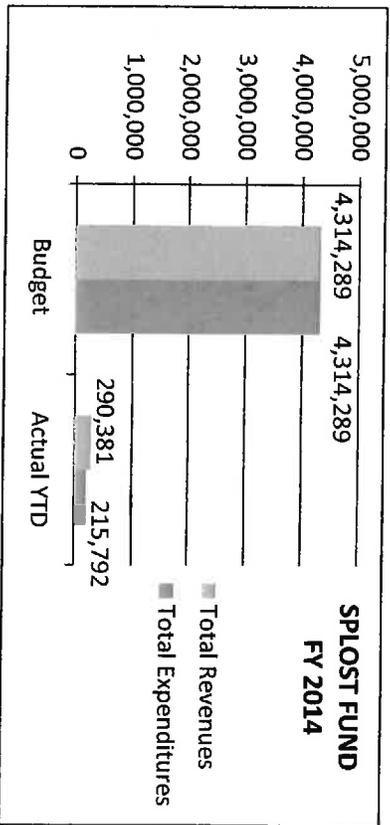
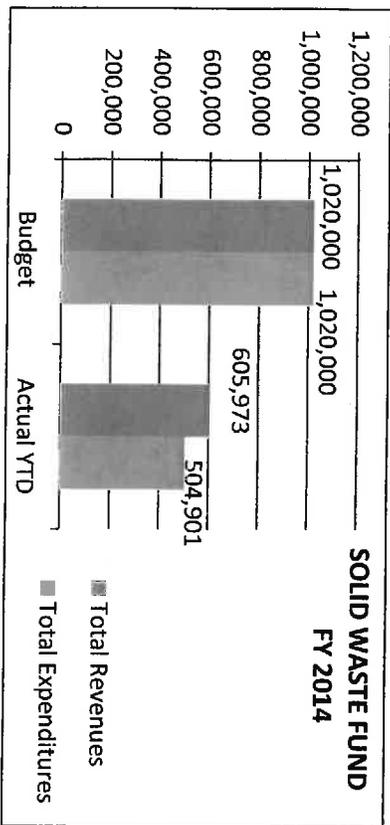
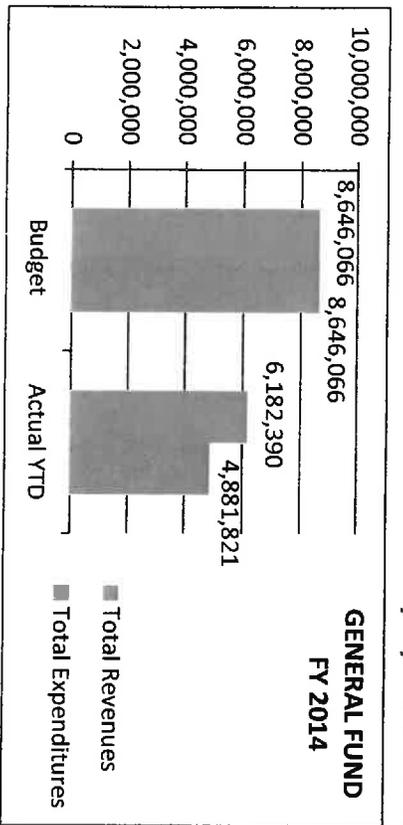
Solid Waste Fund

Total revenue for the Solid Waste fund was \$605,973. Total year to date expenditures as of 1/31/14 was \$504,901 for a revenue over expenditures balance of \$101,073. Available cash balance as of 1/31/14 was \$422,758.

Aquatic

Total revenue for the Aquatic Center was \$121,155. Total year to date expenditures as of 1/31/14 was \$166,847 for a shortfall of \$(45,692).

YTD 1/1/2014 Month Reported



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

Jan-14

FINANCIAL SUMMARY					MONTHS COMPLETED	7
					% YEAR COMPLETED	58.33%
100-GENERAL FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET	
100.31.1100 REAL PROP CURRENT YEAR	\$ 2,597,400	\$ 124,941	\$ 2,384,756	\$ 2,472,588	92%	
100.31.1190 OVERPAYMENTS/ADJUST TAXES	\$ -	\$ (9,776)	\$ 530	\$ 804	#DIV/0!	
100.31.1208 2008 PROPERTY TAX	\$ 5,000	\$ 441	\$ 9,291	\$ 39,080	186%	
100.31.1209 2009 PROPERTY TAX	\$ 10,000	\$ 232	\$ 16,067	\$ 18,289	161%	
100.31.1210 2010 PROPERTY TAX	\$ 10,000	\$ 1,143	\$ 20,466	\$ 31,244	205%	
100.31.1211 2011 PROPERTY TAX	\$ 10,000	\$ 1,563	\$ 25,654	\$ 51,766	257%	
100.31.1212 2012 PROPERTY TAX	\$ 55,000	\$ 3,287	\$ 50,566	\$ -	92%	
100.31.1310 MOTOR VEHICLE	\$ 190,000	\$ 50,872	\$ 342,940	\$ 114,416	180%	
100.31.1320 MOBILE HOME	\$ 6,000	\$ 32	\$ 108	\$ 1,538	2%	
100.31.1391 RAILROAD TAX	\$ 2,500	\$ -	\$ 2,472	\$ -	99%	
100.31.1600 REAL ESTATE TRANSFER TAX	\$ 6,700	\$ 633	\$ 7,537	\$ 4,769	112%	
100.31.1610 RECORDING INTANGIBLE TAX	\$ 45,000	\$ 1,375	\$ 26,195	\$ 31,030	58%	
100.31.1710 GA POWER FRANCHISE TAX	\$ 690,000	\$ -	\$ -	\$ -	0%	
100.31.1711 OKEF ELEC FRANCHISE TAX	\$ 48,500	\$ 48,737	\$ 48,737	\$ 47,921	100%	
100.31.1730 GAS FRANCHISE TAX	\$ 18,000	\$ 4,929	\$ 14,787	\$ 9,305	82%	
100.31.1750 CABLE TV FRANCHISE TAX	\$ 100,000	\$ -	\$ -	\$ -	0%	
100.31.1760 TELEPHONE FRANCHISE TAX	\$ 24,000	\$ 15	\$ 28,450	\$ 12,093	119%	
100.31.3100 LOCAL OPT SALES AND USE	\$ 1,975,000	\$ 174,208	\$ 1,098,741	\$ 1,136,487	56%	
100.31.4200 ALCOHOLIC BEVERAGE EXCISE	\$ 215,000	\$ 19,685	\$ 131,835	\$ 135,235	61%	
100.31.6200 INSURANCE PREMIUMS (1%)	\$ 830,000	\$ -	\$ 883,169	\$ 852,970	106%	
100.31.6300 FINANCIAL INSTITUTIONS	\$ 31,000	\$ -	\$ -	\$ -	0%	
100.31.9100 PENALTY AND INTEREST	\$ 75,000	\$ 10,267	\$ 68,791	\$ 54,530	92%	
100.32.1100 BEER/WINE LIC	\$ 85,000	\$ (216)	\$ 76,504	\$ 76,172	90%	
100.32.1200 GENERAL BUSINESS LIC	\$ 125,000	\$ 35,403	\$ 97,667	\$ 107,985	78%	
100.32.1220 BUSINESS LIC INSURANCE	\$ 22,000	\$ 7,878	\$ 13,841	\$ 13,313	63%	
100.32.2100 BUILDING PERMITS	\$ 130,000	\$ 9,074	\$ 64,371	\$ 50,015	50%	
100.32.2210 ZONING FEES	\$ 4,000	\$ 315	\$ 3,458	\$ 2,480	86%	
100.32.2211 LAND-DISTURBING PERMITS	\$ 500	\$ -	\$ -	\$ -	0%	
100.32.2230 SIGN PERMITS	\$ 3,000	\$ 280	\$ 1,270	\$ 750	42%	
100.32.3910 PLAN REVIEW FEES	\$ 31,250	\$ 1,200	\$ 13,923	\$ 14,300	45%	
100.34..... COPIES SOLD - ADMIN	\$ 17,250	\$ 1,825	\$ 13,503	\$ 10,867	78%	
100.34.1910 QUALIFYING FEES	\$ 2,000	\$ -	\$ 3,384	\$ -	169%	
100.34.2200 SPECIAL FIRE HAZMAT SERVICES	\$ 2,484	\$ -	\$ 2,484	\$ -	100%	
100.34.4212 NSF FEES	\$ 120	\$ -	\$ -	\$ -	0%	
100.34.....REVENUES-ORANGE HALL	\$ 8,100	\$ 699	\$ 1,327	\$ 3,264	16%	
100.34.7500 PROGRAM INCOME - SENIORS	\$ 6,800	\$ 371	\$ 3,760	\$ 4,010	55%	
100.34.9100 CEMETERY FEES	\$ 40,200	\$ 685	\$ 20,307	\$ 16,607	51%	
100.34.9900 ADMIN. FEES - TOURISM	\$ 3,600	\$ 300	\$ 2,100	\$ 1,800	58%	
100.34.9910 ADMIN. FEES - SPLOST	\$ 4,000	\$ 571	\$ 1,586	\$ 6,176	40%	
100.35..... COURT FINES/FEES	\$ 350,400	\$ 7,248	\$ 166,629	\$ 193,409	48%	
100.35.1300 LIBRARY FINES/COLLECTIONS	\$ 5,000	\$ 542	\$ 3,377	\$ 2,805	68%	
100.36.1000 INTEREST EARNED	\$ 5,000	\$ 735	\$ 4,344	\$ 3,942	87%	

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

Jan-14

FINANCIAL SUMMARY		MONTHS COMPLETED				7
		% YEAR COMPLETED				58.33%
100-GENERAL FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET	
100.37.2000 ORANGE HALL DONATION	\$ 50	\$ 12	\$ 80	\$ 21	160%	
100.38.0001 FUND EQUITY	\$ 381,733	\$ 31,811	\$ 222,678	\$ -	58%	
100.38.1000 RENTAL INCOME	\$ 325,000	\$ 26,665	\$ 198,919	\$ 197,574	61%	
100.38.1010 SPECIAL EVENTS RENTAL	\$ 7,500	\$ 1,125	\$ 2,660	\$ 4,113	35%	
100.38.9010 MISCELLANEOUS INCOME	\$ 20,000	\$ 16,573	\$ 55,705	\$ 56,133	279%	
100.38.9020 SHARED SVC SOL/W & SPLOST	\$ 25,000	\$ -	\$ -	\$ 67,426	0%	
100.38.9028 SHARED SERVICES -BOARD OF ED	\$ 44,579	\$ -	\$ -	\$ 9,312	0%	
100.38.9031 SHARED SVCS - DOT	\$ 16,900	\$ 2,413	\$ 14,477	\$ -	86%	
100.38.9032 SHARED SERVICES - HOSP AUTH.	\$ 25,000	\$ -	\$ 25,000	\$ -	100%	
100.39.1200 OP T/F IN MULT GRANT FUND	\$ 7,500	\$ -	\$ 7,946	\$ 98,797	106%	
100.39.1200 OP T/F IN SPLOST	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
100.39.2200 SALE CITY PROPERTY	\$ 3,000	\$ -	\$ -	\$ -	0%	
100.39.3010 LOAN PROCEEDS	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
TOTAL REVENUE	\$ 8,646,066	\$ 578,097	\$ 6,182,390	\$ 5,955,337	72%	

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

Jan-14

FINANCIAL SUMMARY					MONTHS COMPLETED	7
					% YEAR COMPLETED	58.33%
100-GENERAL FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET	
TOTAL LEGISLATIVE	\$ 224,537	\$ 35,845	\$ 142,619	\$ 96,080	64%	
TOTAL EXECUTIVE	\$ 258,510	\$ 38,215	\$ 157,930	\$ 166,592	61%	
TOTAL FINANCIAL ADMINISTRATION	\$ 857,554	\$ 87,978	\$ 544,575	\$ 498,968	64%	
TOTAL IT	\$ 173,173	\$ 12,215	\$ 106,637	\$ 106,367	62%	
TOTAL HUMAN RESOURCES	\$ 114,438	\$ 9,754	\$ 66,315	\$ 73,406	58%	
TOTAL GEN GOVT BLDGS & PLANT	\$ 149,871	\$ 10,761	\$ 83,111	\$ 91,813	55%	
TOTAL MUNICIPAL COURT	\$ 178,003	\$ 13,122	\$ 91,132	\$ 101,236	51%	
TOTAL POLICE ADMINISTRATION	\$ 2,308,975	\$ 158,215	\$ 1,242,909	\$ 1,268,123	54%	
TOTAL FIRE ADMINISTRATION	\$ 1,697,755	\$ 140,098	\$ 1,014,253	\$ 961,938	60%	
TOTAL PUBLIC WORKS ADMIN	\$ 1,246,979	\$ 82,326	\$ 714,367	\$ 623,695	57%	
TOTAL HIGHWAYS & STREETS ADMIN	\$ 315,000	\$ 30,787	\$ 159,031	\$ 154,121	50%	
TOTAL CEMETERY	\$ 86,338	\$ 10,090	\$ 44,176	\$ 32,167	51%	
TOTAL SENIOR CITIZENS CENTER	\$ 123,398	\$ 7,244	\$ 65,769	\$ 60,028	53%	
TOTAL PARKS ADMINISTRATION	\$ 47,320	\$ 4,122	\$ 28,113	\$ 25,761	59%	
TOTAL LIBRARY ADMINISTRATION	\$ 302,420	\$ 24,515	\$ 168,670	\$ 147,270	56%	
TOTAL PROTECTIVE INSP ADMIN	\$ 133,928	\$ 7,047	\$ 69,516	\$ 49,236	52%	
TOTAL PLANNING & ZONING	\$ 184,887	\$ 15,493	\$ 105,222	\$ 92,586	57%	
TOTAL CODE ENFORCEMENT	\$ 34,351	\$ -	\$ -		0%	
TOTAL ECONOMIC DEVELOPMENT	\$ 171,926	\$ 1,504	\$ 53,199	\$ 105,024	31%	
TOTAL AIRPORT	\$ 5,000	\$ -	\$ 6,412	\$ 9,981	128%	
TOTAL SPECIAL FACILITIES	\$ 31,703	\$ 3,257	\$ 17,865	\$ 14,204	56%	
TOTAL EXPENDITURES	\$ 8,646,066	\$ 692,588	\$ 4,881,821	\$ 4,678,595	56%	

REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ (114,492)	\$ 1,300,570	\$ 1,276,742
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Cash Balances:	\$5,790,742	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	\$381,733	Average YTD Mo. Exp.	\$697,403
Unrestricted Cash Balances	\$5,409,009	Months of Operating Cash	7.73
LESS: Outstanding P.O.'s	\$17,950		
Available Cash	\$5,391,059		

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

Jan-14

FINANCIAL SUMMARY					MONTHS COMPLETED	7
					% YEAR COMPLETED	58.33%
275-SPECIAL REVENUE FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET	
TAXES	\$ 115,322	\$ 5,764	\$ 56,704	\$ 54,110	49%	
CHARGES FOR SERVICES	\$ 12,130	\$ 181	\$ 3,279	\$ 3,053	27%	
INVESTMENT INCOME	\$ 21	\$ 2	\$ 6	\$ 7	29%	
CONTRIBUTIONS/DONATIONS	\$ 1,097	\$ 1	\$ 638	\$ 170	58%	
MISCELLANEOUS	\$ 7,400	\$ 209	\$ 3,834	\$ 5,887	52%	
OTHER FINANCING SOURCES	\$ 22,000	\$ 22,000	\$ 22,000	\$ -	100%	
TOTAL REVENUES	\$ 157,970	\$ 28,157	\$ 86,461	\$ 63,227	55%	

275-SPECIAL REVENUE FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET	
PRSNL SERVICES/BENEFITS	\$ 28,815	\$ 2,163	\$ 16,720	\$ 14,870	58%	
PURCHASED/CONTRACTED SVC	\$ 113,299	\$ 18,359	\$ 70,176	\$ 54,046	62%	
SUPPLIES	\$ 8,856	\$ 820	\$ 4,538	\$ 2,807	51%	
INTERGOVERNMENTAL	\$ 7,000	\$ 5,000	\$ 6,738	\$ 1,000	96%	
TOTAL TOURISM	\$ 157,970	\$ 26,342	\$ 98,172	\$ 72,722	62%	

REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ 1,815	\$ (11,711)	\$ (9,496)	0
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Cash Balances: (-sal/fica-due to pooled cash)	-\$13,652	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	\$0	Average YTD Mo. Exp.	\$14,025
Unrestricted Cash Balances	-\$13,652	Months of Operating Cash	(1.03)
LESS: Outstanding P.O.'s	\$859		
Available Cash	-\$14,511		

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

Jan-14

FINANCIAL SUMMARY					MONTHS COMPLETED 7
					% YEAR COMPLETED 58.33%
320-SPLOST FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET
TAXES	\$ 4,314,289	\$ -	\$ 290,376	\$ 342,664	7%
INVESTMENT INCOME		\$ 0	\$ 5	\$ 15	#DIV/0!
MISCELLANEOUS					
OTHER FINANCING SOURCES					#DIV/0!
TOTAL REVENUES	\$ 4,314,289	\$ 0	\$ 290,381	\$ 342,679	7%

320-SPLOST FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET
320.51512-52.1211 AUDIT SPLOST VI	\$ -	\$ 30	\$ 3,030	\$ 3,000	#DIV/0!
320.51565-54.1500 CITY BUILDINGS VI	\$ 150,000	\$ 796	\$ 146,244	\$ 257,927	97.5%
320.54220-54.1241 DRAINAGE - SPLOST VI	\$ 25,700	\$ 245	\$ 22,752	\$ 58,750	89%
320.54220-54.1416 PAVING/OVERLAY VI	\$ 41,000	\$ 4,818	\$ 23,202	\$ 74,228	57%
320.54310-54.1202 SEWER INFRA SPLOST VI	\$ 3,705,300	\$ 3,588	\$ 10,075	\$ -	0%
320.59000-61.1000 OPERATING TFR OUT					#DIV/0!
TOTAL EXPENDITURES VI	\$ 3,922,000	\$ 9,477	\$ 205,303	\$ 393,904	5.23%

320-SPLOST FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET
320.54200-54.1425 EQUIP/FACILITIES VII	\$ 367,289	\$ -	\$ 10,489	\$ -	3%
320.54220-52.2224 INFRASTRUCTURE VII	\$ 25,000	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENDITURES VII	\$ 392,289	\$ -	\$ 10,489	\$ -	2.7%

REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ (9,477)	\$ 74,589	\$ (51,225)
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Cash Balances:	\$845	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	\$0	Average YTD Mo. Exp.	\$30,827
Unrestricted Cash Balances	\$845	Months of Operating Cash	(0.08)
LESS: Outstanding P.O.'s	\$3,461		
Available Cash	-\$2,615		

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

Jan-14

FINANCIAL SUMMARY	MONTHS COMPLETED				
	7				
	% YEAR COMPLETED				
	58.33%				
505-WATER AND SEWER FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET
505.33.4110 STATE GOV GRANTS-DIRECT				\$ 165,151	#DIV/0!
505.34.4210 WATER CHARGES	\$ 2,140,000	\$ 183,118	\$ 1,246,569	\$ 1,244,015	58%
505.34.4211 TRANSFER/TEMP SERVICES	\$ 45,000	\$ 3,350	\$ 27,570	\$ 26,195	61%
505.34.4212 RECONNECTION NSF FEES	\$ 80,000	\$ 7,465	\$ 48,597	\$ 48,250	61%
505.34.4213 LATE FEES AND PENALTIES	\$ 130,000	\$ 10,548	\$ 74,374	\$ 77,040	57%
505.34.4214 TURN ON FEE	\$ 42,500	\$ 3,465	\$ 24,885	\$ 24,780	59%
505.34.4216 CAP RECOVERY WATER - DEV	\$ 27,375	\$ 1,710	\$ 15,738	\$ 24,621	57%
505.34.4217 WATER CHARGES 2	\$ 700,000	\$ 61,149	\$ 414,811	\$ 414,249	59%
505.34.4230 SEWERAGE CHARGES	\$ 1,966,500	\$ 172,436	\$ 1,174,851	\$ 1,171,775	60%
505.34.4231 SEWER CHARGES 2	\$ 680,000	\$ 57,477	\$ 391,966	\$ 391,800	58%
505.34.4236 CAP RECOVERY METER - DEV	\$ 7,000	\$ 560	\$ 6,590	\$ 4,480	94%
505.34.4256 CAP RECOVERY SEWER - DEV	\$ 88,875	\$ 5,711	\$ 58,225	\$ 78,451	66%
505.34.4263 CONSTRUCTION FEES	\$ 77,500	\$ 12,212	\$ 116,345	\$ 86,908	150%
505.38.0001 FUND EQUITY	\$ 255,069	\$ 21,256	\$ 148,790	\$ -	58%
505..... INTEREST/MISC/OTHER REVENUES	\$ 5,000	\$ 1,010	\$ 2,969	\$ 4,194	59%
TOTAL REVENUE	\$ 6,244,819	\$ 541,466	\$ 3,752,280	\$ 3,761,909	60%

SANITATION ADMINISTRATION EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET
PRSNL SERVICES/BENEFITS	\$ 938,138	\$ 72,464	\$ 565,320	\$ 519,653	60%
PURCHASED/CONTRACTED SVC	\$ 408,628	\$ 27,560	\$ 168,295	\$ 244,671	41%
SUPPLIES	\$ 618,816	\$ 46,138	\$ 315,834	\$ 322,023	51%
CAPITAL OUTLAY	\$ 108,500	\$ -	\$ -	\$ 191,638	0%
DEPRECIATION/AMORTIZATION					#DIV/0!
INTERGOVERNMENTAL	\$ 20,895	\$ -	\$ -	\$ -	0%
DEBT SERVICES/FISCAL AGENT FEES	\$ 5,000	\$ -	\$ -	\$ 4,950	0%
TOTAL SANITARY ADMINISTRATION	\$ 2,099,977	\$ 146,162	\$ 1,049,448	\$ 1,282,935	50%

WATER ADMINISTRATION EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET
PRSNL SERVICES/BENEFITS	\$ 790,540	\$ 61,834	\$ 458,076	\$ 430,329	58%
PURCHASED/CONTRACTED SVC	\$ 254,619	\$ 8,097	\$ 93,111	\$ 107,844	37%
SUPPLIES	\$ 282,816	\$ 36,868	\$ 135,943	\$ 136,825	48%
CAPITAL OUTLAY	\$ 8,500	\$ -	\$ -	\$ -	0%
DEPRECIATION/AMORTIZATION				\$ -	#DIV/0!
INTERGOVERNMENTAL	\$ 65,263	\$ -	\$ -	\$ -	0%
DEBT SERVICES/FISCAL AGENT FEES	\$ 3,000	\$ (725)	\$ 689	\$ 689	23%
TOTAL WATER ADMINISTRATION	\$ 1,404,738	\$ 106,073	\$ 687,819	\$ 675,687	49%

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

Jan-14

FINANCIAL SUMMARY					MONTHS COMPLETED	7
					% YEAR COMPLETED	58.33%
DEBT SERVICE-PRINCIPLE EXPENDITURE SUMMARY		CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET	
505.58000-58.1110 BOND PYMT 88 & 92 PRIN	\$ 300,000	\$ -	\$ 300,000	\$ 285,000	100.00%	
505.58000-58.1340 GEFA LOAN 95-021-W	\$ -	\$ -	\$ -	\$ 1,558	#DIV/0!	
505.58000-58.1380 GEFA LOAN CWS-RF-0	\$ 240,073	\$ 19,882	\$ 138,891	\$ 134,924	58%	
505.58000-58.1382 GEFA LOAN 2010-L26WQ	\$ 31,835	\$ 2,657	\$ 18,422	\$ -	58%	
DEBT SERVICE-PRINCIPLE	\$ 571,908	\$ 22,539	\$ 457,313	\$ 421,482	80%	

DEBT SERVICE-INTEREST EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET	
505.58000-58.2110 BOND PAYMENT 88 & 92	\$ 124,191	\$ -	\$ 121,275	\$ 139,191	98%	
505.58000-58.2115 INTEREST-BOND INT 2010	\$ 1,915,400	\$ -	\$ 957,700	\$ 957,700	50%	
505.58000-58.2340 GEFA LOAN 95-021-WQ INT		\$ -	\$ -	\$ 7	#DIV/0!	
505.58000-58.2380 GEFA LOAN CWS-RF-0	\$ 93,340	\$ 7,902	\$ 55,600	\$ 59,567	60%	
505.58000-58.2382 GEFA LOAN 2010 L26WQ	\$ 35,265	\$ 2,851	\$ 20,135	\$ -	57%	
DEBT SERVICE-INTEREST	\$ 2,168,196	\$ 10,754	\$ 1,154,710	\$ 1,156,465	53%	

505-59000-61.1000 OPERATING TFR OUT	\$ -		\$ -	\$ 36,000		
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TOTAL EXPENDITURES	\$ 6,244,819	\$ 285,528	\$ 3,349,290	\$ 3,572,569	54%	
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REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ 255,938	\$ 402,990	\$ 189,341		
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Cash Balances:	\$5,015,385	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	\$255,069	Average YTD Mo. Exp.	\$478,470
Unrestricted Cash Balances	\$4,760,316	Months of Operating Cash	9.92
LESS: Outstanding P.O.'s	\$13,547		
Available Cash	\$4,746,769		

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

Jan-14

FINANCIAL SUMMARY					MONTHS COMPLETED	7
					% YEAR COMPLETED	58.33%
540-SOLID WASTE FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET	
540.34.4111 RESIDENTIAL REFUSE CHARGE	\$ 963,000	\$ 81,197	\$ 567,445	\$ 568,917	59%	
540.34.4112 COMMERCIAL REFUSE CHARGES	\$ 22,000	\$ 1,942	\$ 13,249	\$ 13,024	60%	
540.34.4190 LATE FEES AND PENALTIES	\$ 22,500	\$ 1,851	\$ 13,080	\$ 13,459	58%	
540.34.9900 OTHER CHARGES	\$ 12,500	\$ 1,700	\$ 12,200	\$ 34,245	98%	
540.36.1000 INTEREST REVENUES	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
540.38.0001 FUND EQUITY	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
TOTAL REVENUES	\$ 1,020,000	\$ 86,689	\$ 605,973	\$ 629,645	59%	

540-SOLID WASTE FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JAN 2014	JAN 2013	% YTD BUDGET	
PRSNL SERVICES/BENEFITS	\$ 82,523	\$ 6,609	\$ 50,723	\$ 44,744	61%	
PURCHASED/CONTRACTED SVC	\$ 907,415	\$ 75,695	\$ 453,283	\$ 447,530	50%	
SUPPLIES	\$ 2,950	\$ -	\$ 895	\$ 2,036	30%	
INTERGOVERNMENTAL	\$ 27,112	\$ -	\$ -	\$ -	0%	
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
TOTAL SOLID WASTE COLLECTION	\$ 1,020,000	\$ 82,304	\$ 504,901	\$ 494,310	50%	

REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ 4,386	\$ 101,073	\$ 135,335	0
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Cash Balances:	\$422,758	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	\$0	Average YTD Mo. Exp.	\$72,129
Unrestricted Cash Balances	\$422,758	Months of Operating Cash	5.86
LESS: Outstanding P.O.'s	\$0		
Available Cash	\$422,758		

555-AQUATIC CENTER		FY2014	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	12Mths	YTD	Jan-13
FINANCIAL SUMMARY		Budget															
REVENUE SUMMARY																	
CHARGES FOR SERVICES	385,400	998	2,607	13,998	73,484	95,150	82,791	27,032	9,536	375	0	137,85	1,000,00	307,108	120,872	146,677	
INVESTMENT INCOME	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
CONTRIBUTIONS/DONATIONS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
MISCELLANEOUS	-	2	1	21	20	103	105	104	55	18,68	0	0	0.29	430	283	1,590	
OTHER FINANCING SOURCES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL REVENUES	385,400	1,000	2,608	14,018	73,505	95,253	82,896	27,136	9,591	394	-	137,85	1,000,29	307,539	121,155	148,267	
EXPENDITURE SUMMARY																	
PRSNL SERVICES/BENEFITS		1,325	2,048	1,938	482	60,650	964	-	-	-964.01	0	10,412.16	0.00	16,205	76,553		
PURCHASED/CONTRACTED SVC	246,900	3,293	4,103	3,512	21,908	42,385	24,002	15,181	7,190.01	9973.62	0.00	11,870.87	204,018	120,964	33,294		
SUPPLIES	138,500	4,667	6,193	6,800	12,998	25,805	6,912	10,575	7,669	8008.29	5447.57	4,038.53	3,232.83	102,346	45,883	54,598	
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DEPRECIATION/AMORTIZATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL AQUATIC CENTER	385,400	9,285	12,344	12,249	35,388	86,455	50,262	34,577	22,850	14,234	15,371	14,451	15,103	322,569	166,847	164,445	
REVENUE OVER/(UNDER) EXPENDITURES	-	(8,285)	(9,737)	1,769	38,116	8,798	32,634	(7,440)	(13,258)	(13,841)	(15,371)	(14,313)	(14,103)	(15,030)	(45,692)	(16,178)	

Cash Balances: (-sal/fical) **-\$140,465**
 LESS: Restricted Budgeted Fd Equity **\$0**
 Unrestricted Cash Balances **-\$140,465**
 LESS: Outstanding P.O.'s **\$1,281**
 Available Cash **-\$141,746**