



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

April 20, 2015

WORK SESSION
(Amendments: Personnel Policy, Zoning & Sign Ordinances)
5:00 P.M.

COUNCIL MEETING
6:00 P.M.

AGENDA

- I. CALL TO ORDER**
- II. INVOCATION:** *Councilmember Elaine Powierski*
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL** **QUORUM: YES___ NO___**
- V. APPROVAL OF MINUTES:** *April 6, 2015 Regular City Council Meeting Minutes*
- VI. PRESENTATIONS:**
 - GEORGIA CITIES IF I WERE MAYOR CONTEST:** *(Becky Myers, Main Street Coordinator)*
 - MENTAL HEALTH MONTH PROCLAMATION:** *Councilmember Elaine Powierski*
 - ORANGE HALL FOUNDATION ANNUAL REPORT:** *(Bridget Wenum, Chairman)*
 - ST. MARYS SUBMARINE MUSEUM ANNUAL REPORT:** *(Michael Rieling, President)*
 - TREE BOARD ANNUAL REPORT:** *(Jerre Brumbelow, Chairman)*
 - BOARD ANNOUNCEMENT (TERM EXPIRATION):** *(Skip Swain & Frank Drane) Hospital Authority D/B/A St. Marys Senior Authority*
- VII. SET CONSENT AGENDA**
- VIII. APPROVAL OF THE AGENDA**

IX. GRANTING AUDIENCE TO THE PUBLIC

X. OLD BUSINESS:

- A. PERSONNEL POLICY AMENDMENTS: Donna Folsom (Human Resources Director)
To consider amendments to Anti-Harassment, Compensation, Grievance and Sexual Harassment PoliciesTAB “A”**
- B. SIGN ORDINANCE AMENDMENT: Michele Wood (Assistant Planner)TAB “B”
To revise Section 62-114(B) of the Historic Preservation Ordinance to allow additional temporary signage for the downtown businesses**
- C. ZONING ORDINANCE AMENDMENT: Michele Wood (Assistant Planner)TAB “C”
To revise Section 110-8 Interpretation of Terms and definitions for clarification within the Zoning Ordinance**

XI. NEW BUSINESS:

- A. HISTORIC ST. MARYS FISHING CLASSIC-ALCOHOL REQUEST (HOWARD GILMAN MEMORIAL PARK): John. J. Holman (City Manager)TAB “D”
Request approval for Southern Junction to sell/serve alcohol in Zone 1 and portion of Zone II during the Fishing Classic**
- B. HOWARD GILMAN MEMORIAL PARK-ALCOHOL REQUEST (WEDDING/RECEPTION):
John. J. Holman (City Manager)TAB “E”
Ashley and Austin Tesar request permission to serve alcohol at their wedding in Howard Gilman Memorial Park on October 17, 2015**
- C. MAIN STREET RENAISSANCE STRATEGIC VISIONING & PLANNING-PROFESSIONAL SERVICES AGREEMENT: John J. Holman (City Manager)TAB “F”
Request authorization to enter into professional services agreement with University of Georgia Carl Vinson Institute for the Downtown/Main Street Area**
- D. READY STREET DRAINAGE IMPROVEMENTS: Bobby Marr (Public Works Director)
Request authorization for Mayor John F. Morrissey to sign contracts with Thomas & Hutton Engineering Company for design of project in the amount of \$25,200 and Resource and Land Consultants for environmental permitting at an amount not to exceed \$31,500TAB “G”**
- E. ST. MARYS HISTORY WALK ENTRANCE & BUDGET ORDINANCE:TAB “H”
Bobby Marr (Public Works Director) Request authorization for Mayor John F. Morrissey to sign contract with LJA Builders, Inc. for pergola and concrete walkway in the amount of \$25,513**
- F. ST. MARYS HISTORY WALK STREET LIGHTING:TAB “I”
Bobby Marr (Public Works Director) Request authorization for Mayor John F. Morrissey to sign contract with Georgia Power Company for project lighting**
- G. MI CASA-CINCO DE MAYO FESTIVAL: Council consideration to approve the sale of alcohol in the closed off portion of the parking lot outside restaurant for Cinco De Mayo FestivalTAB “J”**

- H. **PEPPERS MEXICAN RESTAURANT-CINCO DE MAYO CELEBRATION:** *Council consideration to approve the sale of alcohol in the closed off portion of parking lot outside the restaurant for Cinco De Mayo celebrationTAB “K”*
- I. **BUDGET ORDINANCE FY 2015-TROLLEY BUILDING:**TAB “L”
Jennifer Brown (Finance Director) Request amendment to FY 2015 Budget to record funds received from insurance company and to reallocate funds from Trolley Building
- J. **BUDGET ORDINANCE FY 2015-CODE ENFORCEMENT OFFICER:**TAB “M”
Jennifer Brown (Finance Director) Request amendment to FY 2015 Budget to cover operational expenses in Code Enforcement
- K. **BUDGET ORDINANCE FY 2015-WATER/SEWER FUNDS (METER READER TRUCK):**
Jennifer Brown (Finance Director) Request amendment to FY 2015 Budget to reallocate funds for purchase of a meter reader truckTAB “N”
- L. **BUDGET ORDINANCE FY 2015-CITY HALL KEYLESS ENTRY:**TAB “O”
Jennifer Brown (Finance Director) Request amendment to FY 2015 Budget to record reallocation of funds to provide keyless entry to City Hall
- XII. **REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:**
 - A. **MONTHLY SEA GRANT & COMMUNITY RATING SYSTEM UPDATE:** *Michele Wood (Assistant Planner)*
 - B. **CALENDAR:** *City Clerk*
- XIII. **REPORT OF MAYOR**
- XIV. **GRANTING AUDIENCE TO THE PUBLIC**
 - MAYOR AND COUNCIL COMMENTS
 - CITY MANAGER’S COMMENTS
- XV. **EXECUTIVE SESSION:** Legal Update
- XVI. **ADJOURNMENT**

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

CITY COUNCIL MEETING
April 6, 2015
6:00 p.m.

MINUTES

The Mayor and City Council for the City of St. Marys, Georgia met for its regular City Council session on Monday, April 6, 2015 in the Council Chamber at City Hall.

PRESENT WERE:

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

CITY OFFICIALS PRESENT:

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

CALL TO ORDER:

Mayor Morrissey called the City Council Meeting to order at 6:00 p.m. Councilmember Dave Reilly 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: *March 16, 2015 Regular City Council Meeting Minutes*

Councilmember Colville made a motion to approve the March 16, 2015 Regular City Council Meeting Minutes. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

PRESENTATIONS:

ST. MARYS AQUATIC CENTER UPDATES: *William Brunson, Camden County Public Service Director (Removed)*

HAZARDOUS MATERIALS RESPONSE PROTOCOL OVERVIEW: *Fire Chief Robert Horton*
Chief Horton gave a status update on the Hazardous Material Response Plan for St. Marys. Chief Horton stated the City has equipment to initiate a hazardous material response until additional resources arrive. Chief Horton mentioned the collaboration between Camden County, Kingsland, St. Marys and Kings Bay Naval Base to support each other.

POLICE DEPARTMENT NEW EMPLOYEES: *Police Chief Timothy Hatch*

Chief Hatch introduced Justin Gray and Michael Cronin as new certified Police Officers to St. Marys. The Mayor, Council and public gave the new officers a warm welcome.

2015 NATIONAL CRIME VICTIMS' RIGHTS WEEK PROCLAMATION: *Mayor Morrissey*

Mayor Morrissey read the 2015 National Crime Victims' Rights Week Proclamation. Sandee Ortega (Victims Advocate in District Attorney's Office) gave a brief overview of the Victim Advocacy Program in the District Attorney's Office. Ms. Ortega invited City Council and

citizens in Camden County to attend the Crime Victims' Rights Week event on Friday, April 24, 2015 (3:00 p.m.) on the steps of the Camden County Courthouse in Woodbine, Georgia. Councilmember Williams spoke about the valuable work the Victims Advocate Office does for the community. Councilmember Williams, Council and citizens thanked Ms. Ortega for her work.

BOARD APPOINTMENT (TERM EXPIRATION): (*Cheri Richter & Gary Straight*)

Downtown Development Authority

Councilmember Williams made a motion to appoint Cheri Richter and Gary Straight to the Downtown Development Authority. Councilmember Colville seconded the motion. Councilmember Gant and Council thanked Mrs. Richter and Mr. Straight for their continued support and dedication to the Downtown Development Authority. Voting was unanimous in favor of the motion.

SET CONSENT AGENDA (*):

Councilmember Gant moved to approve the consent agenda as New Business B, C and G. Councilmember Powierski seconded the motion. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

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

GRANTING AUDIENCE TO THE PUBLIC:

Alex Kearns, 902 Ann Street: Ms. Kearns mentioned the St. Marys River Clean-up and thanked military/Council/volunteers. Ms. Kearns mentioned upcoming and previous meetings regarding Kinder Morgan (Palmetto Pipelines).

Councilmember Nutter mentioned Kinder Morgan (Palmetto Pipeline) and their request for a Certificate of Public Convenience & Necessity.

Judy Thurner, 202 West Bryant Street: Mrs. Thurner spoke about the importance of Kiwanis One Day and upcoming service day on Saturday, April 10, 2015 at Howard Gilman Memorial Park.

Thomas Golliday, 210 Chase Court North: Mr. Golliday mentioned the Palmetto Pipeline (Kinder Morgan) and various meetings he attended.

Joe Snow, 113 Green Tree Circle, Kingsland, Georgia: Mr. Snow introduced his grandson Lex and stated he was attending the City Council meeting in preparation for his Citizenship and Community Merit Badge.

OLD BUSINESS: No Items

NEW BUSINESS:

A. PERSONNEL POLICY: *Donna Folsom (Human Resources Director)* Moved to 04/20/2015
To consider amendments to the Compensation, Grievance, Sexual Harassment and Anti-harassment Policies

Councilmember Colville made a motion to move the request for Personnel Policy amendments to the April 20, 2015 City Council meeting so Council would have sufficient time to review. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

- B. CUMBERLAND HARBOUR WATER TOWER (*): Bobby Marr (Public Works Director) To authorize the Mayor to sign a contract with Utility Service Group for maintenance of the Cumberland Harbor Water Tower**

Councilmember Gant made a motion to authorize Mayor John F. Morrissey to sign the contract with Utility Service Group for maintenance of the Cumberland Harbour Water Storage Tank. Councilmember Powierski seconded the motion. Voting was unanimous in favor of the motion.

- C. TEMPORARY PERSONNEL & BUDGET ORDINANCE (*): Bobby Marr (Public Works Director) To authorize the Public Works Department to hire six temporary employees to assist with litter pickup and mowing**

Councilmember Gant made a motion to authorize hiring of six temporary personnel to assist Public Works Department with mowing and litter pickup. Councilmember Powierski seconded the motion. Voting was unanimous in favor of the motion.

- D. SIGN ORDINANCE-HISTORIC PRESERVATION COMMISSION: Moved to 04/20/2015 Michele Wood (Assistant Planner) To revise Section 62-114(B) of the Historic Preservation Ordinance to allow additional temporary signage for the downtown businesses**

Councilmember Gant made a motion to move the Historic Preservation Ordinance amendments regarding signage to the April 20, 2015 City Council meeting so the City Attorney would have sufficient time to review. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

- E. ZONING ORDINANCE: Michele Wood (Assistant Planner) Moved to 04/20/2015 To revise Section 110-8 Interpretation of Terms and definitions within the Zoning Ordinance for clarification**

Councilmember Gant made a motion to move the Zoning Ordinance amendment request to April 20, 2015 City Council meeting so the City Attorney would have sufficient time to review. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

- F. COMCAST ACCESS & SERVICE AGREEMENTS (WATERFRONT PARK): Eugene Rudy (Information Technology Director) To allow access and enter into an agreement with Comcast for internet services at the Gilman Memorial Waterfront Park**

The City Manager (John J. Holman) spoke about the need to develop a mobile hotspot downtown at Howard Gilman Memorial Park (Public Wi-Fi). Mr. Holman stated Knuckleheads (currently leasing space at Howard Gilman Memorial Park) would share in the cost. Mr. Holman answered several questions from City Council regarding the internet service area, cost share with Knuckleheads, installation time frame, placement of cameras to aid in security measures and business notifications/invitations to participate.

Councilmember Gant made a motion to move to approve the agreement with Comcast for access to Howard Gilman Memorial Park and internet services. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

- G. COMCAST SETTLEMENT AGREEMENT (*): John J. Holman (City Manager) To authorize entering into a settlement agreement with Comcast for payment of franchise fees to the City in the amount of \$1,227.03**

Councilmember Gant made a motion to approve the settlement agreement with Comcast of Georgia/South Carolina II, LLC for payment of franchise fees in the amount of \$1,227.03.

Councilmember Powierski seconded the motion. Voting was unanimous in favor of the motion.

H. TIGER/TIGER CUB GRANT APPLICATION ASSISTANCE CRC PAYMENT: *John J. Holman (City Manager) To authorize payment in the amount of \$3,500 to Coastal Regional Commission for assistance in preparing and submitting Tiger/Tiger Cub Grant*

Councilmember Reilly made a motion to authorize payment to Coastal Regional Commission (CRC) in the amount of \$3,500 for assistance in preparing and submitting Tiger/Tiger Cub Grant. Councilmember Williams seconded the motion. Councilmember Nutter moved for discussion and asked Mr. Holman what the City match for the grants might total. The City Manager stated the match is 25% (500,000). Mr. Holman addressed Council's questions regarding in kind service, completing work ahead of time and streetscapes. Mr. Holman stated the \$3,500 would be taken from Marketing Funds. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

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

The Finance Director presented the eighth month financial report on revenues and expenditures for the General, Tourism, SPLOST, Water & Sewer, Solid Waste, and Aquatic Center Funds for FY 2015. The Mayor and Council mentioned the financial improvement at the St. Marys Aquatic Center. A copy of the report is attached as part of the official minutes.

B. CITY CALENDAR: City Clerk

The City Clerk announced the upcoming events, activities and meetings up to April 20, 2015.

City Council scheduled a Work Session on Monday, April 20, 2015 (5:00 p.m.) for amendments to Personnel Policy and Ordinances for Zoning & Historic Preservation signage.

REPORT OF MAYOR:

Mayor Morrissey thanked St. Marys Earthkeepers and volunteers for their work on the St. Marys River Clean-up. Mayor Morrissey mentioned several items he collected during the St Marys River Clean-up. Mayor Morrissey invited everyone to attend the 2nd Quarter Town Hall meeting on Thursday, April 9, 2015 at 6:00 p.m. in Council Chambers.

GRANTING AUDIENCE TO THE PUBLIC:

Alex Kearns, 902 Ann Street: Ms. Kearns encouraged citizens and Council to research Kinder Morgan (Palmetto Pipelines) and their accidents/spills on previous projects.

Councilmember Williams mentioned possible security concerns and the potential for the pipeline to cross over waterways.

Thomas Golliday, 210 Chase Court North: Mr. Golliday spoke about Kinder Morgan's previous accidents/spills, history of company and internet security firewalls at Howard Gilman Memorial Park

MAYOR AND COUNCIL COMMENTS:

Councilmember Powierski asked everyone to stop by Kiwanis One Day and thanked the children/adolescents that are volunteering their time to assist with beautifying the City at Howard Gilman Memorial Park. Councilmember Powierski gave a brief update on her review of the majority of the authorities/boards/commissions, thanking them for their patience and stating her suggestions would be available soon. Councilmember Gant spoke about all the volunteers with

Kiwanis One Day and thanked Bobby Marr, Bill Gross and Judy Thurner for their valuable assistance to the worthwhile event. Councilmember Reilly spoke about the Navy League meeting on Thursday, April 2, 2015 and the appreciation from Vice Admiral Benedict regarding all the support Kings Bay Naval Base military members have received from the surrounding communities. Councilmember Colville stated the Navy League meeting was very informative and how Vice Admiral Benedict mentioned the importance of Kings Bay Naval Base. Councilmember Colville also mentioned the survey circulating online and via e-mail from Public Works. Councilmember Williams mentioned how successful the St. Marys River Clean-up was and all the trash collected. Mayor Morrissey mentioned the Washington, D.C. Fly-In and the various concerns/issues discussed with legislators (Spaceport, Cumberland Island Ferry Service, wetlands, Economic Development and the Navy).

CITY MANAGER'S COMMENTS:

The City Manager advised Council that World Wide Group had spoken with Thomas & Hutton about preparing documents to submit to the City of St. Marys regarding the Millsite Property. Mr. Holman mentioned all the projects around the City and Public Works is completing utilizing SPLOST Funds. Mr. Holman gave an update on Wayfinding Signage Project mentioning the verbal approval from Georgia Department of Transportation. Mr. Holman gave a brief update on the process for selecting the companies that submitted documents for the Master Plan. Mr. Holman asked the Public Works Director to give a quick update on Douglas Drainage/Design.

EXECUTIVE SESSION: There was no Executive Session.

ADJOURNMENT:

Councilmember Nutter made a motion for adjournment. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion. Mayor Morrissey declared the meeting adjourned at 7:30 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk



Proclamation

May is Mental Health Month

WHEREAS, mental health is essential to the overall health and well-being of every individual; and

WHEREAS, all individuals experience times of difficulty and stress in their lives; and

WHEREAS, one in five American adults will have a diagnosable mental health condition in any given year; and

WHEREAS, fifty percent of Americans will meet the criteria for a diagnosable mental health condition sometime in their life, and half of those people will develop conditions by the age of 14; and

WHEREAS, prevention is a known and effective way to treat and address many mental health conditions; and

WHEREAS, there is a strong body of research that supports specific methodology that people of all ages can use to better handle challenges, stress and crisis in order to protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our community, especially those conditions that are likely to result in severe depression or suicide and

Whereas, recent studies indicate that the incidence of suicide in Camden County is occurring at an alarming rate, and

WHEREAS, with early and effective treatment, affected individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, a healthier community can be created when its citizens, government agencies and business entities share the responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that the Mayor of the City of St. Marys, Georgia proclaims May, 2015 as

“MENTAL HEALTH MONTH”

FURTHER, I urge all citizens, government agencies, public and private institutions, businesses and schools in St. Marys to recommit our individual and collective efforts to increasing awareness and understanding of mental health, the steps all citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

RESOLVED by the Mayor of the City of St. Marys, Georgia on this _____ day of _____ in the year of our Lord 2015.

City of St. Marys, Georgia

By: _____
John F. Morrissey, Mayor

Attest: _____
Deborah Walker-Reed, City Clerk

Old Business

CITY COUNCIL MEETING

April 20, 2015

TITLE: Personnel Policy Updates

PURPOSE: Consideration of amendments to the Compensation, Grievance, Sexual Harassment and Anti-harassment Policies.

RECOMMENDATION: Staff recommends approval

HISTORY:

Compensation Policy: To amend the policy to allow Department Heads to discuss compensation issues with legal counsel for the City.

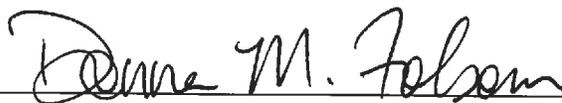
Grievance Policy: To remove the requirement that a complaint be presented in Executive Session; to provide for a review by the City Attorney to determine if the grievance meets threshold requirements to proceed to the Mayor & Council for decision; to require the presentation of any grievance against the City Manager be presented to the Mayor and Council at their next regularly scheduled meeting, which is at least 14 days after the Human Resources Director receives the determination of the City Attorney; and to remove the provision for Human Resources consultation.

Sexual Harassment Policy: To provide a process for handling complaints against the City Manager.

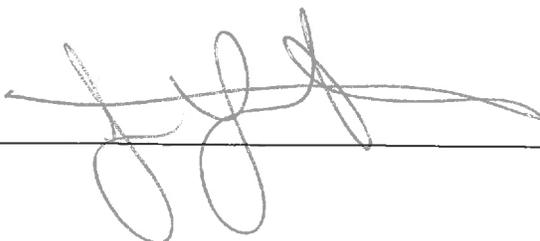
Anti-Harassment Policy: To provide a process for handling complaints against the City Manager.

Pursuant to the personnel policy, the proposed changes were posted for 14 days to allow for employee comment. Employee comments have been included in the agenda packet.

**Department
Director:**



**City
Manager:**



Donna Folsom

From: Tim Hatch
Sent: Tuesday, March 31, 2015 8:13 AM
To: Donna Folsom
Subject: FW: Personnel Policy amendments
Attachments: Memo to employees re Policy Changes 032015.pdf; Policy 18 Compensation 032015.pdf; Policy 26A Grievance 032015.pdf; Policy 27 Sexual Harassment 032015.pdf; Policy 28 Anti Harassment 032015.pdf

Importance: High

From: Johnny Guy
Sent: Wednesday, March 18, 2015 2:02 PM
To: Margaret Brown; Shannon Brock; Tim Hatch
Subject: FW: Personnel Policy amendments
Importance: High

POLICY 27. SEXUAL HARASSMENT

POLICY 28. ANTI-HARASSMENT

Both of these policies circumvent the department's ability to take any steps in insuring this does not happen in the work space and or to correct behaviors before the behavior becomes a problem. Policy(s) where the Department Head and Supervisory Staff are by-passed is a deterrent to the cohesiveness of the organizational structure and gives free access to all employees to file invalidated complaints against other employees and / or departmental staff.

The intention of the U. S. Government Rules, Regulations, and or laws put into place to stop this type of behavior in the work place were not meant to circumvent anyone within the Management and / or Supervisory positions.

Lt Johnny Guy
CID Commander
St Marys Police Department

From: Donna Folsom
Sent: Tuesday, March 17, 2015 5:25 PM
To: AllEmployees
Subject: Personnel Policy amendments
Importance: High

Department Directors: Please post the attached memo and proposed policy changes in a conspicuous location in your department.

Thank you,
Donna



Donna M. Folsom, SPHR
Human Resources Director

1 [c] The approved amount and effective date of any salary increase, decrease or
2 other change in the salary status.

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This Amendment shall become effective upon passage.

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

JOHN MORRISSEY, MAYOR

ATTEST:

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

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EXPLANATION OF CHANGES

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

POLICY 18. COMPENSATION.

(5) The Department Heads will maintain confidentiality and discuss the following issues only with the involved employee, his/her supervisor, Human Resources Director, legal counsel for the city and/or the City Manager:

[a] The individual's salary grade, current salary range and exempt or non-exempt status,

[b] The individual's scheduled performance appraisal and review date and,

[c] The approved amount and effective date of any salary increase, decrease or other change in the salary status.

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

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

Present:

John Morrissey, Mayor
Robert L. Nutter, Councilman, Post 1
Elaine Powierski, 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 amendment to the City of St. Marys Personnel Policy Manual was adopted:

AN AMENDMENT TO THE CITY OF ST. MARYS PERSONNEL POLICY, SECTION 26A, SUBSECTIONS D AND E, TO REMOVE THE REQUIREMENT THAT A COMPLAINT BE PRESENTED IN EXECUTIVE SESSION, TO PROVIDE FOR A REVIEW BY THE CITY ATTORNEY TO DETERMINE IF THE GRIEVANCE MEETS THRESHOLD REQUIREMENTS TO PROCEED TO THE MAYOR & COUNCIL FOR DECISION, TO REQUIRE THE PRESENTATION OF ANY GRIEVANCE AGAINST THE CITY MANAGER BE PRESENTED TO THE MAYOR AND COUNCIL AT THEIR NEXT REGULARLY SCHEDULED MEETING WHICH IS AT LEAST 14 DAYS AFTER THE HUMAN RESOURCES DIRECTOR RECEIVES THE DETERMINATION OF THE CITY ATTORNEY AND TO REMOVE THE PROVISION FOR HUMAN RESOURCES CONSULTATION,

Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this ___ day of _____, 2015 that Policy 26A, Subsections D and E, of the City of St. Marys Personnel Policy Manual are hereby amended to read as follows:

Policy 26A GRIEVANCE
D. PROCEDURE

1 Any complaint filed shall follow the procedure outlined below, shall refer to the provision
2 or provisions of the Personnel policy, practice, procedure, rule or regulation alleged to
3 have been violated and shall adequately set for the facts pertaining to the alleged
4 violation.

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6 If the complaint is against the Human Resources Director, the employee shall present a
7 complaint in writing to the City Manager, within five (5) working days of the alleged
8 grievable issue. The City Manager or his/her designee shall reach a decision and
9 communicate it in writing to the complaining employee, generally within five (5) working
10 days from the date the complaint was presented.

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12 If the grievance is against the City Manager, the employee shall present a complaint in
13 writing to the Human Resources Director, within five (5) working days of the alleged
14 grievable issue. The Human Resources Director will present the complaint to the City
15 Attorney for review to determine if the grievance will be presented to the Mayor &
16 Council. The grievance shall not be presented to the Mayor & Council unless the City
17 Attorney determines that the following threshold issues are have been met: 1) that the
18 grieving employee has been negatively affected by an action of the city manager, 2) that
19 the complaint presents a grievable issue and 3) that the complaint conforms to the
20 grievance process as set forth in this Grievance Policy. The City Attorney may
21 investigate the facts surrounding the grievance in order to make such determination if
22 he or she deems it advisable.

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24 The City Attorney will report to the Human Resources Director whether the grievance
25 meets all three threshold criteria in this paragraph or not. If the City Attorney
26 determines that one or more of the threshold requirements are not met, the Human
27 Resources Director will so inform the grieving employee and the City Manager and the
28 grievance is ended. The grievance may not be amended. If the City Attorney
29 determines that all three threshold criteria are met, the Human Resources Director shall
30 present the grievance to the Mayor & Council at the next scheduled City Council
31 Meeting which is at least fourteen (14) days after the Human Resources Director
32 receives the determination of the City Attorney. The Human Resources Director shall
33 notify the grieving employee and city manager by email or letter to their last known
34 address the date of the meeting at which the grievance will be presented to the Mayor &
35 Council.

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37 **Step 1:** The employee shall present a complaint in writing to his/her immediate
38 supervisor, within five (5) working days of the alleged grievable issue. Discussions shall
39 be informal for the purpose of settling differences in the simplest and most direct
40 manner. The immediate supervisor shall reach a decision and communicate it in writing
41 to the complaining employee generally within five (5) working days from the date the
42 complaint was presented.

43
44 **Step 2:** If the complaint is not resolved in Step 1, the complaining employee shall, within
45 five (5) working days, forward the written complaint to the Department Head. The
46 Department Head shall, within a reasonable time frame (generally five (5) working

1 days), meet with the complaining employee to determine the facts of the case. The
2 Department Head will notify the complaining employee of his decision, in writing, within
3 a reasonable time frame (generally five (5) working days) following the date of the
4 meeting, unless such time is mutually extended in writing. If the Department Head is the
5 immediate supervisor and responded to the complaint in Step 1, the complaining
6 employee may proceed to Step 3.

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8 **Step 3:** If the complaint is not settled at Step 2, the complaining employee shall, within
9 five (5) working days, forward the written complaint to the Human Resources Director.
10 The Human Resources Director shall meet with the complaining employee within five
11 (5) working days after receipt of the complaint. The Human Resources Director shall
12 ascertain the facts and forward to the City Manager or his/her designee within a
13 reasonable time frame (generally five (5) working days) after the meeting. The City
14 Manager or his/her designee will have five (5) working days to consult with any of the
15 parties involved and render a decision in writing to the employee, unless this period is
16 extended in writing by mutual agreement. The decision of the City Manager or his/her
17 designee shall be the final authority to the grievance process.

18
19 **E. WITHDRAWAL OF GRIEVANCE**

20 An employee may withdraw a grievance at any time. Any withdrawal should be put in
21 writing and submitted to the Human Resources Director. Once withdrawn, however, it
22 may not be reinstated. If the employee does not meet the time constraints outlined in
23 this policy, the appeal will be considered withdrawn.

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26 **This Amendment shall become effective upon passage.**

27
28 **ST. MARYS CITY COUNCIL**
29 **ST. MARYS, GEORGIA**

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33 _____
34 JOHN MORRISSEY, MAYOR

35
36
37 ATTEST:

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

1 **EXPLANATION OF CHANGES**

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

3
4 **Policy 26A GRIEVANCE**

5
6 **D. PROCEDURE**

7
8 Any complaint filed shall follow the procedure outlined below, shall refer to the provision
9 or provisions of the Personnel policy, practice, procedure, rule or regulation alleged to
10 have been violated and shall adequately set for the facts pertaining to the alleged
11 violation.

12
13 If the complaint is against the Human Resources Director, the employee shall present a
14 complaint in writing to the City Manager, within five (5) working days of the alleged
15 grievable issue. The City Manager or his/her designee shall reach a decision and
16 communicate it in writing to the complaining employee, generally within five (5) working
17 days from the date the complaint was presented.

18
19 If the grievance is against the City Manager, the employee shall present a complaint in
20 writing to the Human Resources Director, within five (5) working days of the alleged
21 grievable issue. The Human Resources Director will present the complaint to the City
22 Attorney for review to determine if the grievance will be presented to the Mayor &
23 Council. The grievance shall not be presented to the Mayor & Council unless the City
24 Attorney determines that the following threshold issues are have been met: 1) that the
25 grieving employee has been negatively affected by an action of the city manager, 2) that
26 the complaint presents a grievable issue and 3) that the complaint conforms to the
27 grievance process as set forth in this Grievance Policy. The City Attorney may
28 investigate the facts surrounding the grievance in order to make such determination if
29 he or she deems it advisable.

30
31 The City Attorney will report to the Human Resources Director whether the grievance
32 meets all three threshold criteria in this paragraph or not. If the City Attorney
33 determines that one or more of the threshold requirements are not met, the Human
34 Resources Director will so inform the grieving employee and the City Manager and the
35 grievance is ended. The grievance may not be amended. If the City Attorney
36 determines that all three threshold criteria are met, the Human Resources Director shall
37 present the grievance to the Mayor & Council at the next regularly scheduled City
38 Council Meeting during Executive Session which is at least fourteen (14) days after the
39 Human Resources Director receives the determination of the City Attorney. The Human
40 Resources Director shall notify the grieving employee and city manager by email or
41 letter to their last known address the date of the meeting at which the grievance will be
42 presented to the Mayor & Council.

43
44 **Step 1:** The employee shall present a complaint in writing to his/her immediate
45 supervisor, within five (5) working days of the alleged grievable issue. Discussions shall
46 be informal for the purpose of settling differences in the simplest and most direct

1 manner. The immediate supervisor shall reach a decision and communicate it in writing
2 to the complaining employee generally within five (5) working days from the date the
3 complaint was presented.

4
5 **Step 2:** If the complaint is not resolved in Step 1, the complaining employee shall, within
6 five (5) working days, forward the written complaint to the Department Head. The
7 Department Head shall, within a reasonable time frame (generally five (5) working
8 days), meet with the complaining employee to determine the facts of the case. The
9 Department Head will notify the complaining employee of his decision, in writing, within
10 a reasonable time frame (generally five (5) working days) following the date of the
11 meeting, unless such time is mutually extended in writing. If the Department Head is the
12 immediate supervisor and responded to the complaint in Step 1, the complaining
13 employee may proceed to Step 3.

14
15 **Step 3:** If the complaint is not settled at Step 2, the complaining employee shall, within
16 five (5) working days, forward the written complaint to the Human Resources Director.
17 The Human Resources Director shall meet with the complaining employee within five
18 (5) working days after receipt of the complaint. The Human Resources Director shall
19 ascertain the facts and forward to the City Manager or his/her designee within a
20 reasonable time frame (generally five (5) working days) after the meeting. The City
21 Manager or his/her designee will have five (5) working days to consult with any of the
22 parties involved and render a decision in writing to the employee, unless this period is
23 extended in writing by mutual agreement. The decision of the City Manager or his/her
24 designee shall be the final authority to the grievance process.

25 26 **E. WITHDRAWAL OF GRIEVANCE**

27 An employee may withdraw a grievance at any time. Any withdrawal should be put in
28 writing and submitted to the Human Resources Director. Once withdrawn, however, it
29 may not be reinstated. If the employee does not meet the time constraints outlined in
30 this policy, the appeal will be considered withdrawn.

31 32 ~~**HUMAN RESOURCES CONSULTATION**~~

33
34 ~~Employees should note that the Human Resources Department is available to provide~~
35 ~~employees consultation on a problem and any other assistance at any time prior to or~~
36 ~~during the grievance procedure~~

- 1 1. Submission to such conduct is made either explicitly or implicitly a term or
2 condition of the individual's employment.
3
4 2. Submission to or rejection of such conduct by an individual is used as a basis
5 for employment decisions affecting such individual.
6
7 3. Such conduct has the purpose or effect of substantially interfering with the
8 individual's work performance or creating an intimidating, hostile or offensive
9 work environment.

10
11 **B. Provisions:**
12

- 13 1. The City will administer all personnel practices, including employment,
14 upgrading, training, transfer, demotion, compensation, lay-off and termination in
15 accordance with this policy.
16
17 2. Sexual Harassment is absolutely prohibited. No employee-male or female-
18 should be subject to unsolicited and unwelcome sexual overtures or conduct that
19 can be considered offensive, harms morale and interferes with the effectiveness
20 of the City's business.
21
22 3. Any employee who believes that he/she has been the victim of sexual
23 harassment or has knowledge of that kind of behavior is urged to report such
24 conduct immediately, in writing, to the Human Resources Director. If the
25 complaint is against the Human Resources Director, the employee is urged to
26 report the complaint in writing to the City Manager. If the complaint is against the
27 City Manager, the written complaint shall be made to the Human Resources
28 Director who shall give it to the Mayor who shall investigate the complaint with
29 the assistance of the City Attorney and make a report to the city council for final
30 decision.
31
32 4. The Human Resources Director will investigate these complaints and then
33 report findings and recommendations to the City Manager, who will make the
34 final decision. If the complaint is against the Human Resources Director, the City
35 Manager will investigate.
36
37 5. If an individual is proven to have engaged in any action that a reasonable
38 person would consider sexual harassment, that individual shall be subject to
39 disciplinary action up to and including dismissal.
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41
42

43 **This Amendment shall become effective upon passage.**
44

45 **ST. MARYS CITY COUNCIL**

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ST. MARYS, GEORGIA

JOHN MORRISSEY, MAYOR

ATTEST:

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

1 **EXPLANATION OF CHANGES**

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

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5 **POLICY 27. SEXUAL HARASSMENT**

6 **Purpose:** To establish the Sexual Harassment Policy for the City of St. Marys.

7
8 **Policy Statement:** It is the policy of the City of St. Marys that all employees
9 should be able to enjoy a work atmosphere free from all forms of discrimination,
10 including sexual harassment.

11
12 **A. Definitions:** Unwelcome sexual advances, requests for sexual favors and
13 other verbal or physical contact of a sexual nature constitutes sexual harassment
14 when:

15
16 1. Submission to such conduct is made either explicitly or implicitly a term or
17 condition of the individual's employment.

18
19 2. Submission to or rejection of such conduct by an individual is used as a basis
20 for employment decisions affecting such individual.

21
22 3. Such conduct has the purpose or effect of substantially interfering with the
23 individual's work performance or creating an intimidationg, hostile or offensive
24 work environment.

25
26 **B. Provisions:**

27
28 1. The City will administer all personnel practices, including employment,
29 upgrading, training, transfer, demotion, compensation, lay-off and termination in
30 accordance with this policy.

31
32 2. Sexual Harassment is absolutely prohibited. No employee-male or female-
33 should be subject to unsolicited and unwelcome sexual overtures or conduct that
34 can be considered offensive, harms morale and interferes with the effectiveness
35 of the City's business.

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37 3. Any employee who believes that he/she has been the victim of sexual
38 harassment or has knowledge of that kind of behavior is urged to report such
39 conduct immediately, in writing, to the Human Resources Director. If the
40 complaint is against the Human Resources Director, the employee is urged to
41 report the complaint in writing to the City Manager. If the complaint is against the
42 City Manager, the written complaint shall be made to the Human Resources
43 Director who shall give it to the Mayor who shall investigate the complaint with
44 the assistance of the City Attorney and make a report to the city council for final
45 decision.

1 4. The Human Resources Director will investigate these complaints and then
2 report findings and recommendations to the City Manager, who will make the
3 final decision. If the complaint is against the Human Resources Director, the City
4 Manager will investigate.

5

6 5. If an individual is proven to have engaged in any action that a reasonable
7 person would consider sexual harassment, that individual shall be subject to
8 disciplinary action up to and including dismissal.

9

1 discriminatory harassing conduct that affects the terms and conditions of an
2 individual's employment or that creates an intimidating, hostile, or offensive
3 working environment, and it forbids retaliation against anyone who makes a good
4 faith report of harassment.

5

6 **Provisions:**

7 1. The City will administer all personnel practices, including employment,
8 upgrading, training, transfer, demotion, compensation, lay-off and termination in
9 accordance with this policy.

10

11 2. Harassment based on a person's sex, color, race, ancestry, religion, national
12 origin, age or disability is absolutely prohibited.

13

14 3. Any employee who believes that he/she has been the victim of harassment or
15 has knowledge of that kind of behavior is urged to report such conduct
16 immediately, in writing, to the Human Resources Director. If the complaint is
17 against the Human Resources Director, the employee is urged to report the
18 complaint in writing to the City Manager. If the complaint is against the City
19 Manager, the written complaint shall be made to the Human Resources Director
20 who shall give it to the Mayor who shall investigate the complaint with the
21 assistance of the City Attorney and make a report to the city council for final
22 decision.

23

24 4. The Human Resources Director will investigate these complaints and then
25 report findings and recommendations to the City Manager, who will make the
26 final decision. If the complaint is against the Human Resources Director, the City
27 Manager will investigate the complaint. If an individual is proven to have engaged
28 in any action that a reasonable person would consider harassment based on a
29 person's sex, color, race, ancestry, religion, national origin, age or disability, that
30 individual shall be subject to disciplinary action up to and including dismissal.

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33 **This Amendment shall become effective upon passage.**

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

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JOHN MORRISSEY, MAYOR

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ATTEST:

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

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1 **EXPLANATION OF CHANGES**

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

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5 **POLICY 28. ANTI-HARASSMENT**

6 **Purpose:** To establish an Anti-Harassment Policy for the City of St. Marys.

7
8 **Policy Statement:** It is the policy of the City of St. Marys that all employees
9 should be able to enjoy a work atmosphere free from all forms of discrimination
10 that is based on a person's sex, color, race, ancestry, religion, national origin,
11 age or disability.

12
13 Discriminatory harassment of any City employee by anyone, including
14 supervisors or coworkers, will not be tolerated. Discriminatory harassment
15 consists of unwelcome conduct, whether verbal, physical, or visual (and includes
16 remarks, slurs, jokes or animosity), that is based on a person's sex, color, race,
17 ancestry, religion, national origin, age or disability. The City will not tolerate
18 discriminatory harassing conduct that affects the terms and conditions of an
19 individual's employment or that creates an intimidating, hostile, or offensive
20 working environment, and it forbids retaliation against anyone who makes a good
21 faith report of harassment.

22
23 **Provisions:**

24 1. The City will administer all personnel practices, including employment,
25 upgrading, training, transfer, demotion, compensation, lay-off and termination in
26 accordance with this policy.

27
28 2. Harassment based on a person's sex, color, race, ancestry, religion, national
29 origin, age or disability is absolutely prohibited.

30
31 3. Any employee who believes that he/she has been the victim of harassment or
32 has knowledge of that kind of behavior is urged to report such conduct
33 immediately, in writing, to the Human Resources Director. If the complaint is
34 against the Human Resources Director, the employee is urged to report the
35 complaint in writing to the City Manager. If the complaint is against the City
36 Manager, the written complaint shall be made to the Human Resources Director
37 who shall give it to the Mayor who shall investigate the complaint with the
38 assistance of the City Attorney and make a report to the city council for final
39 decision.

40
41 4. The Human Resources Director will investigate these complaints and then
42 report findings and recommendations to the City Manager, who will make the
43 final decision. If the complaint is against the Human Resources Director, the City
44 Manager will investigate the complaint. If an individual is proven to have engaged
45 in any action that a reasonable person would consider harassment based on a

1 person's sex, color, race, ancestry, religion, national origin, age or disability, that
2 individual shall be subject to disciplinary action up to and including dismissal.
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CITY COUNCIL MEETING

April 20, 2015

NEW BUSINESS: Approve the Revisions to the HPC Sign Ordinance

PURPOSE: To revise Section 62-114 (B) of the Historic Preservation Ordinance to allow additional temporary signage for the downtown businesses.

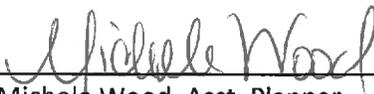
RECOMMENDATION: Planning Staff and City Manager recommend approval.

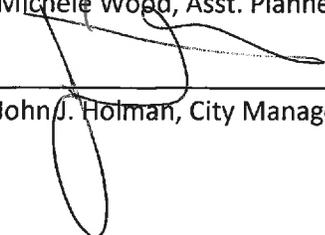
HISTORY/ANALYSIS: On August 7, 2014, Staff met with a few of the downtown businesses regarding signage in the historic district. In this meeting, the business owners discussed the need for additional temporary signage which would include menu boards, sandwich signs and banners. Staff met with the HPC chair to discuss some of the concerns presented by the downtown business owners. The first draft for proposed revisions was presented to the HPC chair at that time for review.

Drafts were presented to the Historic Preservation Commission at their regular meetings for review and comments. On January 27, 2015, the Historic Preservation Commission unanimously approved the draft staff has presented to City Council for final approval.

Approval of the revisions to the Historic Preservation Commission Ordinance is recommended.

ATTACHMENTS: Proposed ordinance revision.

Planning Staff: 
Michele Wood, Asst. Planner

City Manager: 
John J. Holman, City Manager

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

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

Present:

John S. Morrissey , Mayor
Robert Nutter, Councilman, Post 1
Elaine Powierski, Councilwoman, Post 2
Jim Gant, Councilman, Post 3
Sam Colville, Councilman, Post 4
David Reilly, Councilman, Post 5
Linda Williams, Councilman, Post 6

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

AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA,
SECTION 62, HISTORIC PRESERVATION TO REGULATE SIGNAGE WITHIN THE
HISTORIC DISTRICT AND FOR OTHER PURPOSES.

Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this 6th day of April , 2015 that section 62 Historic Preservation of the Code of Ordinances, City of St. Marys, Georgia is hereby amended to read as follows:

Section 62-114. Guidelines and criteria

(b) Signs located within the St. Marys Historic District.

- c. Signs shall initially be reviewed by staff of the planning department as to completeness of the submitted documents. Incomplete applications will not be accepted by the staff of the planning department or reviewed by the historic preservation commission. Planning Staff shall have the authority to approve any sign in the Historic District that match exactly the existing sign regarding size, shape, and location. Text and color are not within the authority of the HPC to review or approve. All other signs must receive HPC review and approval.
- d. Complete applications for any signs that are either new, or a revision to the size, shape, and location, shall then be submitted to the historic preservation commission for review in public session with the historic preservation commission voting to approve or disapprove the submitted sign. The owner of the sign or representative authorized in writing to represent the owner, is required to be in attendance to present the application to the historic preservation commission. Owner or representative shall be authorized to make decisions for or on behalf of the owner.

1 (6) Permitted Signs and Specific regulations:

- 2 a. No more than two (2) exterior signs per lot. Of the two exterior signs, only one
3 may be pylon or freestanding, and one shall be wall mounted. See paragraph
4 “aa” of this section regarding banners.
5
6 e. Multi-tenant buildings with one main door to the exterior shall post one sign at
7 the main entry not to exceed six inches by 18 inches, for each tenant stacked
8 vertically below the building name which shall not exceed 12 inches by
9 18inches.
10
11 g. ~~Backlit, neon, digital, LED, flashing, or changing illumination is prohibited~~
12 ~~whether located on the exterior or behind the glass and visible from the~~
13 ~~sidewalk or street. Except as noted herein, freestanding signs (similar to push-in~~
14 ~~signs) may not be located on sidewalks or on street right-of-ways or on~~
15 ~~medians.~~
16
17 h. ~~Non-illuminated signage in the windows of exterior windows shall be no more~~
18 ~~than 20 square feet to enable visibility into the building for security purposes. One~~
19 ~~push-in real estate sign not to exceed four (4) square feet located OFF of the~~
20 ~~public ROW is permitted, in front of the property being sold or rented.~~
21
22 i. ~~Signs with changeable or moveable letters/messages are not permitted.~~
23 ~~Political signs in compliance with applicable laws as contained in the O.C.G.A~~
24 ~~are permitted only on privately owned property with consent of the property~~
25 ~~owner but NOT within the City or State Right of Way (ROW).~~
26
27 j. ~~Roof signs are not permitted. Yard sale signs are not permitted anywhere within~~
28 ~~the Historic District.~~
29
30 k. ~~Billboards are not permitted. Except on public bulletin boards established for the~~
31 ~~purpose, only businesses or activities located within the Historic District are~~
32 ~~permitted to post signage of any type (including banners) within the Historic~~
33 ~~District.~~
34
35 l. ~~Freestanding signs (similar to sandwich signs) may not be located on sidewalks~~
36 ~~or on street rights of way or on medians. Intensive, permanent *son et*~~
37 ~~*luminaire* displays shall receive a COA from the Historic Preservation~~
38 ~~Commission, as well a City review based on the Assembly portion of the City~~
39 ~~Ordinances. Temporary community related displays shall be approved by the~~
40 ~~City Manager.~~
41
42 m. ~~One push-in real estate sign not to exceed four square feet located OFF of the~~
43 ~~public ROW is permitted. Paintings or works of art that do not convey a~~
44 ~~commercial message are permitted upon approval of the Historic Preservation~~
45 ~~Commission.~~
46
47 n. ~~Political signs not to exceed two square feet per sign for any registered candidate~~
48 ~~(for any city, county, or federal election), one per candidate, only on privately~~
49 ~~owned property with consent of the property owner but NOT within the right of~~
50 ~~way (ROW). Signage related to alcohol or alcohol containing products shall be in~~
51 ~~compliance with applicable laws as contained in O.C.G.A. § 3-4-26 (2014) for~~
52

1 distilled spirits and/or O.C.G.A. § 3-6-25.1 (2014) for wine and as per Ordinance
2 10 – Alcoholic Beverages.

- 3
4 o. ~~Yard sale signs are not permitted anywhere within the historic district.~~ Flags.
5 Official U.S. or GA flags shall be flown in accordance with protocol established by
6 the Congress of the United States for the Stars and Stripes, or State of GA as
7 applicable. Other flags, such as ‘open’, ‘sale’, ‘antiques’ and the like shall be
8 permitted one (1) per business in addition to an official US flag. Maximum size of
9 any flag shall be 4’ by 6’.
- 10
11 p. ~~Signs advertising businesses or activities not located on the same site as the~~
12 ~~sign are not permitted.~~ Traffic safety and traffic directional signs installed
13 within the right-of-way of a public street, and traffic safety and traffic
14 directional signs along private streets driveways and in off-street parking lots
15 that are installed per the requirements of the city engineer or per city, state, or
16 federal ordinance shall be permitted.
- 17
18 q. ~~Businesses or activities located outside of the historic district are not permitted to~~
19 ~~post signage of any type within the historic district.~~ Street address numbers
20 attached to buildings (maximum letter height 12 inches) to ensure visibility for
21 public service recognition shall be permitted.
- 22
23 r. ~~Intensive holiday displays (such as but not limited to festivals/activities relating to~~
24 ~~Christmas, New Years, Easter, July 4th, Rock Shrimp, Mardi Gras) shall receive a~~
25 ~~COA from the historic preservation commission, as well a city review based on the~~
26 ~~assembly portion of the city ordinances prior to 60 days of the event. Any signage~~
27 ~~regarding sponsorship shall be limited to eight inches by 24 inches.~~ Any sign not
28 visible from a public street does not require Historic Preservation Commission
29 approval.
- 30
31 s. ~~Paintings or works of art that do not convey a commercial message are~~
32 ~~permitted upon approval of the historic preservation commission.~~ Signs
33 pertaining to the time a business, activity, or establishment is open, and
34 conditions under which patrons may receive service, including credit card
35 identification signs or stickers are permitted on or adjacent to the main entry
36 door.
- 37
38 t. ~~There shall be no signs advertising alcohol or products containing alcohol.~~ Signs
39 with changeable menu messages (specials) or fixed menus are permitted as
40 sandwich signs (on private property) of size to match sandwich board signs as
41 approved by City Council or wall mounted up to a maximum size of 2 square feet.
- 42
43 u. ~~Official flags. Official U.S. or GA. flags shall be flown in accordance with protocol~~
44 ~~established by the Congress of the United States for the stars and stripes, or State~~
45 ~~of Georgia, as applicable.~~ Any sign or banner regarding ‘official’ sponsorship of any
46 event held on private property shall be limited to 18” by 60” and not be placed
47 within the ROW. Sponsorship signs shall be permitted to be placed only on the
48 parcel containing the event a maximum of fourteen (14) calendar days in advance
49 of the event, with removal on or before five (5) calendar days after the event.
50

- v. ~~Traffic safety and traffic directional signs installed within the right of way of a public street, and traffic safety and traffic directional signs along private streets driveways, and in off street parking lots that are installed per the requirements of the city engineer or per city, state, or federal ordinance shall be permitted. Banners other than those noted in 'aa' shall be permitted, one per building/site, up to a maximum size of 18" x 60" only for the duration of a special event, such as a seasonal sale, seasonal event, etc. and located in the same location as approved by the HPC for the initial banner submission. These banners shall be initially placed with concurrence of Planning Staff and/or the HPC. After the initial placement of the banner, future banners shall be located in the same position, of the same size and attachment method. No other banners will be permitted.~~
- w. ~~Street address numbers attached to buildings (maximum letter height 12 inches) to ensure visibility for public service recognition shall be permitted.~~
- x. ~~Any sign not visible from a public street does not require historic preservation commission approval.~~
- y. ~~Signs pertaining to the time a business, activity, or establishment is open, and conditions under which patrons may receive service, including credit card identification signs or stickers up to a total of all such signs to a maximum of one square feet in area per main entry door.~~
- z. ~~Any signage regarding "official" sponsorship of any event held on a private property shall be limited to eight inches by 24 inches and not be placed within the ROW. Sponsorship signs shall be permitted to be placed only on the parcel containing the event a maximum of 30 days in advance of the event, with removal ten days after the event.~~

(7) Prohibited signs. The following types of signs are prohibited in all zoning districts of the city, except as otherwise specifically provided by this section:

- o. Except as noted above or herein, banners are not permitted.
- y. Signs with changeable or moveable letters/messages are not permitted.
- z. Roof signs are not permitted.
- aa. Billboards are not permitted.
- bb. Signs advertising businesses or activities not located on the same site as the sign are not permitted.

These Amendments shall become effective upon passage.

ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA

JOHN F. MORRISSEY, MAYOR

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ATTEST:

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

CITY COUNCIL MEETING

April 20, 2015

NEW BUSINESS: Approve the Revisions to Definitions of the Zoning Ordinance

PURPOSE: To revise Section 110-8 Interpretation of Terms; Definitions within the Zoning Ordinance for clarification.

RECOMMENDATION: Planning Staff and City Manager recommend approval.

HISTORY/ANALYSIS: Roger Weaver prepared a document which was presented to the Planning Commission for consideration at the January 27, 2015 Planning Commission meeting. The document was in regard to the confusion in the industry regarding the definition of manufactured homes. Mr. Weaver stated the definition presented included wording similar to those of the State Fire Marshal Code.

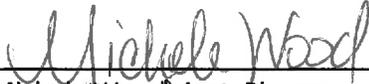
In the request to revise the definition of manufactured homes and the removal of modular homes, the revision would also prohibit the use of storage containers (conex boxes) in residential zones and place time limitations for temporary (or portable) storage containers.

The request was postponed at the January 27, 2015 Planning Commission meeting to allow the members additional time to review the proposed changes. The request was then presented to the Planning Commission at the February 24, 2015 in which the Planning Commission voted unanimously to approve the proposed changes.

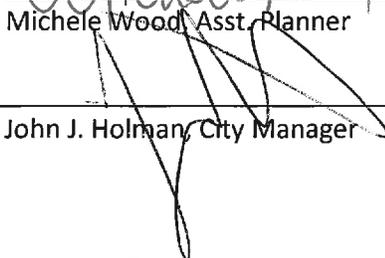
Approval of the revisions under Definitions of the St. Marys Zoning Ordinance is recommended.

ATTACHMENTS: Proposed ordinance revision & document prepared by Roger Weaver.

Planning Staff:


Michele Wood, Asst. Planner

City Manager:


John J. Holman, City Manager

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ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA

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

Present:

John S. Morrissey, Mayor
Robert Nutter, Councilman, Post 1
Elaine Powierski, Councilwoman, Post 2
Jim Gant, Councilman, Post 3
Sam Colville, Councilman, Post 4
David Reilly, Councilman, Post 5
Linda Williams, Councilman, Post 6

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

AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA,
SECTION 110-8 ZONING ORDINANCE TO DELETE THE WORD 'MODULAR' FROM THE
DEFINITIONS AND REPLACE WITH A NEW DEFINITION OF MANUFACTURES HOMES AND
INCLUDE DEFINITIONS FOR SHIPPING CONTAINERS AND TEMPORARY STORAGE
CONTAINERS.

Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this 6th day of
April, 2015 that section 110-08 Zoning of the Code of Ordinances, City of St. Marys, Georgia is
hereby amended to read as follows:

SECTION 110-08. INTERPRETATION OF TERMS. DEFINITIONS.

Manufactured homes: ~~A factory built, single family structure that is manufactured under the authority of 42 U.S.C. Sec. 5401, the National Manufactured Home Construction and Safety Standards Act, is transportable in one or more sections, is built on a permanent chasis, and is designed to be used as a place of human habitation with or without a permanent foundation when connected to the required utilities. It is not constructed with a permanent hitch or other device allowing transportation of the unit other than for the purpose of delivery to permanent site, and does not have wheels or axles permanently attached to its body or frame.~~ All structures identified by any manufacturer as modular, manufactured, and/or prefabricated shall be considered 'manufactured' and shall be permitted only in the residential zones identified in ordinance 110. Manufactured homes shall be constructed in strict compliance with the data and definitions contained in OCGA 8-2-131 and the Ga State Fire Marshals Regulations 120-3-7. In addition, all manufactured homes shall be constructed with a permanent foundation of either concrete block, brick, or galvanized metal stud with solid stucco finish to resist Coastal Hurricane wind loading requirements. Any manufactured home located within a 1% Flood Plain shall comply with City Ordinance Chapter 54 as well as all applicable FEMA Flood requirements. All foundation skirting shall be of permanent material around the entire perimeter of the manufactured home, with ventilation vents (and flood vents if required) to

1 ventilate the area. The payment of a yearly renewal fee and inspection is required for all
2 new manufactured homes.

3 **Shipping Containers:** For the purposes of this ordinance, any residential structure made
4 up of modules of portable storage containers also known as conex boxes or shipping
5 containers of any size length or condition are not permitted in any residential zone of the
6 City.

7 **Mobile homes:** A transportable factory built home, designed to be used as a year-round
8 residential dwelling and built prior to the enactment of the Federal Manufactured Housing
9 Construction and Safety Standards Act of 1974, which became effective June 15, 1976.
10 Mobile homes are not permitted uses in any district. Existing mobile homes (also known
11 as trailers, single wide, double wide, etc.), may remain until the mobile home becomes
12 damaged, worn out or obsolete. Replacement of a pre-existing mobile home that is
13 damaged, worn out or obsolete shall be replaced with a manufactured home upon
14 determination by the Building Inspector that the existing mobile home is damaged, worn
15 out or obsolete. The Building Department shall be the sole determiner of the condition of
16 the mobile home. If required to be replaced with a manufactured home, the definition and
17 conditions as listed for a Manufactured Home shall apply. Manufactured Homes are only
18 permitted within the MH zone.

19 **Temporary Storage Containers:** Temporary(or portable) storage units are transportable
20 units designed and used primarily for temporary storage of building materials, household
21 goods, personal items, construction debris and other materials for use on a limited basis
22 on residential property. Temporary storage containers are required to be removed within
23 two weeks of the issuance of the Certificate of Occupancy. For the purposes of moving,
24 the container would be permitted for no longer than three months.

25 This Amendment shall become effective upon passage.
26

27 ST. MARYS CITY COUNCIL
28 ST. MARYS, GEORGIA
29
30

31 _____
32 JOHN F. MORRISSEY, MAYOR
33

34 ATTEST:
35

36 _____
37 DEBORAH WALKER-REED, CITY CLERK
38 CITY OF ST. MARYS, GEORGIA
39



New Business

CITY COUNCIL MEETING

March 16, 2015

TITLE: REQUEST FOR PERMISSION TO SERVE ALCOHOL: HISTORIC ST. MARYS FISHING CLASSIC SPONSORED BY ROTARY CLUB OF CAMDEN.

PURPOSE: Consideration of request to serve alcohol for Fishing Classic in Zone I and a portion of Zone II, between Seagrove and Wheeler Streets, on Saturday May 30, Noon to 8:00 PM and Sunday May 31, 1:00 PM to 8:00 PM.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The City Clerk received a request for use of the Howard Gilman Memorial Waterfront Park from Friday May 29 thru Sunday May 31 for the Historic St. Marys Fishing Classic sponsored by the Rotary Club of Camden County. The area of the event is Zone I and Zone II, between Seagrove and Wheeler Streets. This included a request to serve alcohol, beer and wine only, on Saturday May 30, noon to 8:00 PM and Sunday May 31, 1:00 PM to 8:00 PM.

The request before the Board is for permission to serve alcohol.

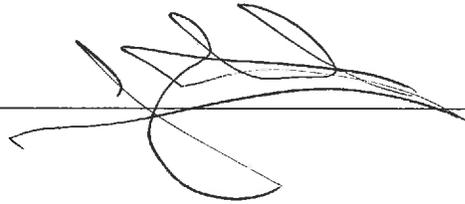
The following conditions would be in place if approved:

- Only beer and wine to be sold at a booth location outside the confines of the park.
- Vendor will be responsible for checking identification and for selling wrist bands to only persons over 21 years of age who wish to purchase alcohol
- Sponsor will provide signage at entrance/exit points in the park stating that alcohol may not be taken past the event boundaries.
- Sponsor will provide staff at entrance points to the event to monitor guests entering and leaving the event boundaries.
- St. Marys Police Officers, as required by the Chief of Police, will be hired to patrol the event.
- Sponsor will provide adequate trash receptacles

The following attachments are included:

1. Historic St. Marys Fishing Classic and Sight Map.
2. Assembly Permit Request for Public Events.

**City
Manager:**

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke that extends to the right, crossing a horizontal line.

Historic St Marys Fishing Classic

Sponsored by:

Rotary Club of Camden

The Rotary Club of Camden has reserved Howard Gilman Memorial Waterfront Park from Friday May 29 thru Sunday May 31. The event will feature live music between 10:00AM and 8:00PM on Saturday May 30, and 1:00PM till 8:00PM on Sunday May 31. The expected attendance for the event is 1000 people. The event Sponsor will be responsible for electricity usage by vendors at the event. An assembly application was filed on April ----, 2015 and is pending Council approval of the permit to serve alcoholic beverages itemized below.

We request permission to serve alcohol between the hours of 12:00PM and 8:00PM on Saturday May 30, and 1:00PM and 8:00PM on Sunday May 31. The alcohol will be sold by Southern Junction, a licensed alcohol vendor in St Marys, Georgia. The following is a list of stipulations that the Sponsor agrees to:

Only beer and wine will be sold at a booth located outside the confines of the park.

The vendor will be responsible for checking identification and for anyone attempting to purchase alcohol. They will be responsible for selling wristbands to only persons over 21 years old who wish to purchase alcohol.

Alcohol consumption will be limited to Zone 1 and the portion of Zone 11 between Seagrove and Wheeler Streets.

Excessive consumption of alcohol will not be permitted.

The Sponsor will provide signage at entrance/exit points in the park stating that alcohol may not be taken past the event boundaries.

The Sponsor will provide staff at entrance points to the event (as indicated on the attached map) to monitor guests entering and leaving the event area. Additionally, the Sponsor will hire officers, as required by the Chief of Police, to patrol the event area to insure all ordinances related to alcohol purchase and consumption during the permitted hours are being obeyed.

The Sponsor will provide adequate trash receptacles for trash or garbage created as a result of beverage and/or food consumption.

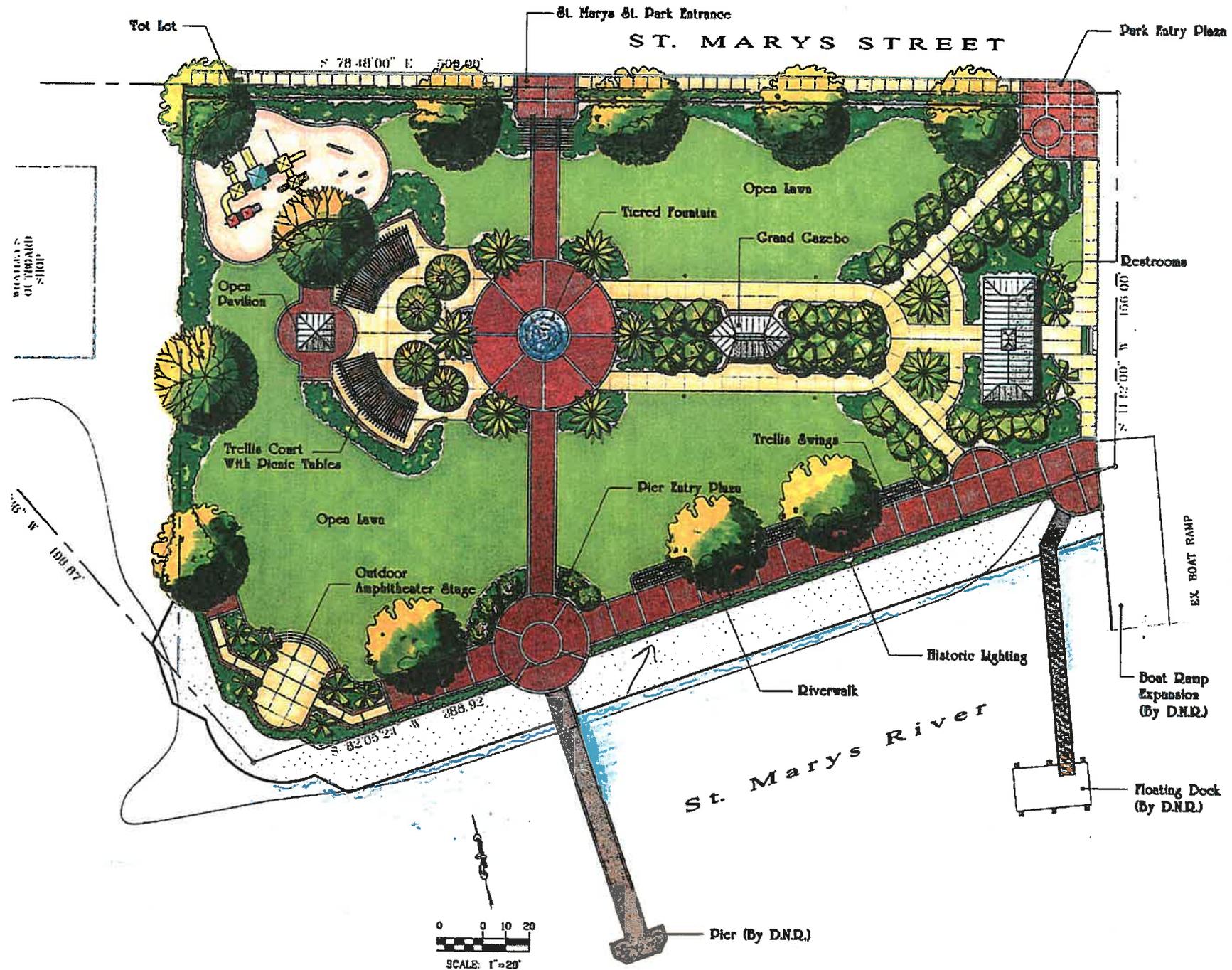
4/17/15

The Historic St Marys Fishing Classic would like to use the riverwalk area of the park to put up vendor tables.

The walk is 16 feet wide, and we would use about 10 feet, leaving 6 feet for pedestrian traffic.

Thank you for your consideration

Jane Brubaker



Deborah Walker-Reed

Subject: FW: St. Marys Fishing Classic

From: Mary Chapman [REDACTED]
Sent: Friday, April 17, 2015 11:40 AM
To: Deborah Walker-Reed
Subject: Re: St. Marys Fishing Classic

Hi Deborah,

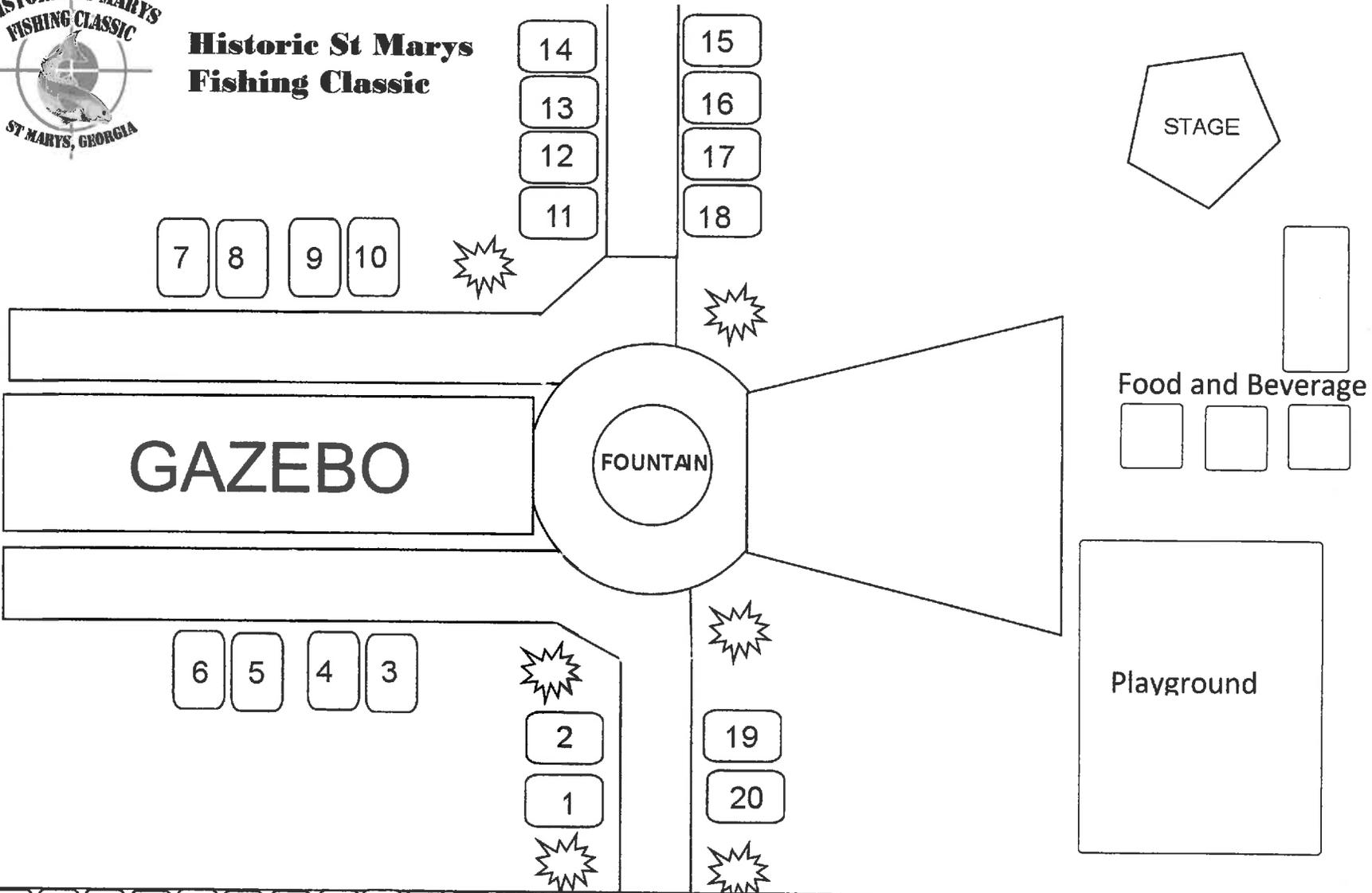
Thanks for following up with me, yes we will be using Southern Junction Events Center Alcohol license for the St. Marys Fishing Classic which will be held May 29th thru the 31st. If you need anything else please give me a call at [REDACTED]

Thanks,
Mary



Historic St Marys Fishing Classic

Wheeler Street



S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24
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C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13	C14	C15	C16	C17	C18	C19	C20	C21	C22	C23	C24	C25	C26	C27	C28	C29	C30
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N1	N2	N3	N4	N5	N6	N7	N8	N9	N10	N11	N12	N13	N14	N15	N16	N17	N18	N19	N20	N21	N22	N23	N24	N25	N26	N27	N28	N29
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Existing parking spaces will be used to create an emergency access lane

Seagr...
Stre



Southern Junction -
Alcohol License

ASSEMBLY PERMIT REQUEST FOR PUBLIC EVENTS

(Please print or type all information.)

EVENT COORDINATION

EVENT NAME: Historic St Marys Fishing Classic
DATE OF EVENT: 5th 12³⁰ / 15 START TIME: 7:00 AM FINISH TIME: 10:00 PM
REQUESTING ORGANIZATION: Rotary Club of Camden
TYPE OF ORGANIZATION: Not for profit SOI C3

EVENT COORDINATOR'S CONTACT INFORMATION:

EVENT COORDINATOR (APPLICANT): Jeanne Brumbelow
RELATIONSHIP OF APPLICANT TO ORGANIZATION: Member/Chairman
ADDRESS: 805 Reveries Dr. West
PHONE NUMBERS: HOME _____
WORK _____
CELL _____
E-MAIL: jbrumby@ballsouth.net
INDICATE A CONTACT NAME AND NUMBER FOR PUBLIC RELEASE TO PROMOTE THE EVENT:
Jeanne Brumbelow 229 869 2253

EVENT SPECIFICS

PRE-ASSEMBLY TIME: 5:00 AM PRE-ASSEMBLY LOCATION: Knuckleheads
WILL A PUBLIC ADDRESS SYSTEM OR MUSIC BE USED? YES NO _____
IF SO, WHERE AND AT WHAT TIME(S)?
8 AM - 8 PM 5/30 8 PM / 8 PM 5/31
WILL ARTIFICIAL LIGHTING BE USED? YES _____ NO
IF SO, WHERE AND AT WHAT TIME(S)?

STREETS

(If public roads will be blocked, indicate affected streets and/or intersections to be blocked.)
St Mary St from Seagrave to Whelan
Block Rd off around 3:00 on 5/29/15
NUMBER AND LOCATION OF PARKING SPACES THAT NEED TO BE BLOCKED OFF
All parking between Whelan & Seagrave

SUPPORT

WILL PORTABLE STAGE BE NEEDED? YES _____ NO X

WHOLE STAGE _____ HALF STAGE _____

WHERE? _____

ELECTRICITY NEEDED? YES X NO _____

WHERE? Vacant Lot between Park & Lang's / St Mary's St

See above to what

ESTIMATE THE NUMBER OF:

PEOPLE: 1000 ANIMALS: _____ VEHICLES: _____

TEMPORARY STATIC STRUCTURES:

Vendor tents, boats, trucks

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: X Gazebo X Picnic Area X Stage X Entire Park X Fountain

Outside Waterfront Park: _____ Marsh Walk _____ Waterfront Pavilion _____ Other

If "Other," describe: _____

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

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

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

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

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

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

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

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

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

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

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

MAPS:

In order to properly respond to the needs of individuals or organizations in planning events within St. Marys, the event organizer needs to provide a map of the event set-up to include any parade routes, race routes, attraction locations, street closures, blocked parking, handicap access/parking and other relevant issues or attractions. All such maps should be attached to this form when it is submitted to the City for approval.

STIPULATIONS - TO BE COMPLETED BY CITY STAFF

After review by the City Staff, there may be stipulations that have to be met by the Applicant in order for the event to be approved. If no stipulations are defined by the staff, this section will not apply.

* Need minimum 10 officers @ \$25/hr during times of alcohol sales.

* Need sign permit for banners in Park

* May need to adjust due to Tolley Bldg construction.

* Need Council Approval for alcohol sales. (April 20th) meeting

APPLICANT'S AFFIDAVIT

I (the applicant)/we (the entity) HAVE HAVE NOT, (circle one) in the past, conducted or participated in an event of a substantially similar nature to that which is the subject of this application. If applicant circled "have" above, where and when did such prior event(s) take place?

S&A Karate Tournament Howard Cotton Park

As a result of such event(s) did the applicant or entity become the subject, whether or not then operating under the same name, as plaintiff or defendant, of any legal action, civil, and/or administrative? YES NO

I/we HAVE HAVE NOT, (circle one) defaulted upon or are in arrears as to any judgment civil, criminal or administrative rendered against the applicant or entity, or is in violation of any injunction or restraining order entered against the applicant, or entity, whether or not then operating under the same name, as a result of participation in any prior event(s) or a substantially similar nature to that which is the subject of the instant application, and if so, a description of said judgment or order and an explanation for non-compliance is attached to this application. The applicant and, where applicable, its officers, employees, members and shareholders, hereby agree to indemnify and save harmless the City of St. Marys, Georgia, its agents, officials and employees, from any claims, demands, injuries or damages, including reasonable attorney's fees incurred, that may arise or be brought against the City for injuries to persons or damage to property resulting from acts or omissions of the Applicant, its agents, employees or representatives.

I/we hereby agree to abide by all stipulations noted above from the City of St. Marys in order to receive approval on this assembly permit. I/We fully understand that these stipulations may not be altered in any

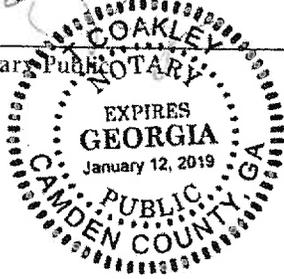
form without the expressed approval of the City of St. Marys. Any alteration of the noted stipulations once approved may lead to disapproval of this assembly permit.

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

Jana B... [Signature]
Applicant's Signature

4, 11, 2015
Date

Notary Public



4, 11, 15
Date

1, 12, 19
Date My Commission Expires

STAFF REVIEW:

Date of Staff Review: 4, 13, 15

Fire Dept.: [Signature]

Police Dept.: [Signature]

Public Works: [Signature]

National Park Service: _____

Staff Recommendation: (check one)

Approved

Approved With Stipulations

Disapproved

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

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

City Manager

1, 1
Date

CC: Tourism, DDA, City Clerk

CITY COUNCIL MEETING

April 20, 2015

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

PURPOSE: Consideration of request to serve alcohol for wedding reception to be held at Howard Gilman Memorial Park on Saturday October 17, 2015 from 6:00 PM to 10:00 PM.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The City Clerk received a request for use of the park for a wedding and reception. Areas to be reserved include the Gazebo, Amphitheatre, Fountain, Picnic Area, and Lawn. This included a request to serve alcohol, beer and wine only, from the hours of 4:00 p.m. to 10:00 PM. The request before the Board is for permission to serve alcohol.

The following conditions would be in place if approved:

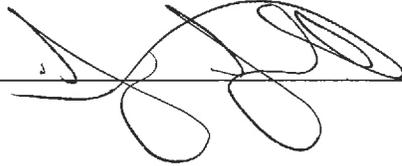
- All guests to be carded and no guests have been invited under the age of 21.
- Employ a licensed restaurant/caterer who will also be responsible for checking that only guests with proper ID showing they are at least 21 years old.
- Alcohol will only be served at specific locations.
- A St. Marys Police Officer will be hired during the hours of the reception.
- All guests over the age of 21 will be required to wear a wristband if they are served alcohol. Only those wearing a wrist band with proper identification will be served.
- Shuttle vehicles provided by Word of Life Ministries and/or local cab company.
- All walkways will be kept clear for the general public.

A similar request was approved at the Council meeting of March 15, 2015.

The following attachments are included:

1. E-Mail from Ashley Mcghee to City Clerk DTD 4/8/15.
2. Howard Gilman Memorial Park Reservation Request.

**City
Manager:**

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

Deborah Walker-Reed

Subject: FW: Tesar wedding party

FROM: Ashley Mcghee
Sent: Wednesday, April 08, 2015 7:30 AM
To: Deborah Walker-Reed
Subject: Tesar wedding party

To whom this may concern:

Thank you for your time and consideration as my husband and I are looking forward to celebrating our marriage with a ceremony on October 17 of this year. We are requesting permission to be able to provide alcoholic beverages, limited to beer and wine only, during our cocktail hour and reception in the park.

Cocktail hour will begin at 6:00pm (around the fountain) with the reception immediately following and ending at 10:00pm (gazebo and grass area). We will have wait staff and bar tenders from a licensed restaurant/caterer who will be responsible for checking identification of all who plan on drinking. I am happy to provide their information once I choose a vendor. However, I do not have anyone under the age of 21 on my guest list which I am happy to provide you with as well.

We have also contacted a local hotel and received group rates for those attending. Those staying at the hotel will be provided with a shuttle curtesy of Word of life ministries. Those not staying at the hotel, we have contacted a local cab company who will be offering transportation.

Our desire to serve our guests alcoholic beverages is simply to celebrate and toast us good wishes and to provide good 'ole southern hospitality.

I look forward to hearing back from you soon and if you have any questions or need any further information, contact me anytime.

Thank you,
Austin & Ashlev Tesar

Howard Gilman Memorial Park

120 St. Marys Street
St. Marys, GA 31558
Phone: (912) 510 4041
Fax: (912) 510 4013



Howard Gilman Memorial Park

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

Reservation Application

Name of Organization Represented: _____

Name of Applicant: Austin + Ashley Tesar

Address: 745 B Douglas Dr 31558 St Marys GA

Phone: _____ (Daytime) _____ (Evening)

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

Area to be reserved: Gazebo Picnic Area Stage Fountain

Date of Reservation: 10/17/15

Beginning Time*: 10:00^{am} Ending Time*: midnight
(*NOTE: The times must include set-up and clean-up.)

Music Hours**: 4 - 11:00pm Expected Attendance: 200
(**NOTE: The City's Noise Ordinance will not permit music to be played after 11:00 PM.)

Applicant's Signature: A. Tesar Date: 10/13/14

To be completed by City Personnel

City Personnel Accepting Application: (Signature)

Date application submitted: 10-13-14

Tran#60
100-38.1010 \$ 600 Special Events Rental
100-12.2600 \$ 200 Deposits Payable
\$ 800

CITY COUNCIL MEETING
April 20, 2015

TITLE: AUTHORIZATION FOR ENTERING INTO PROFESSIONAL SERVICES AGREEMENT WITH THE UNIVERSITY OF GEORGIA CARL VINCENT INSTITUTE FOR MAIN STREET RENAISSANCE STRATEGIC VISIONING AND PLANNING.

PURPOSE: Facilitate the City of St. Marys to Develop an Initial Vision and Work Program for the Downtown/Main Street Area.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The City Council directed staff to work on research and development for Master Planning and Visioning for the City of St. Marys. A focus of this project has been the Main Street/ Downtown Area.

This project will provide a three-stage process including Public Input and Engagement, Visioning and Design and Implementation of a Work Program. This will compliment and support the overall Master Plan and Visioning process for the entire City.

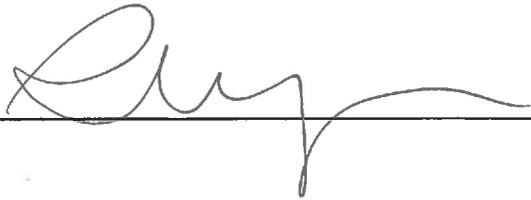
Through the program this partnership will provide access to the technical assistance necessary for clear and concise strategic downtown and city visions and plans for local government leaders, Main Street Programs, downtown development authorities, downtown merchants, property owners, lending institutions and citizens. The purpose of the partnership is to ensure a clear vision and work program for Main Street/Downtown St. Marys. This area would encompass the St. Marys Historic District.

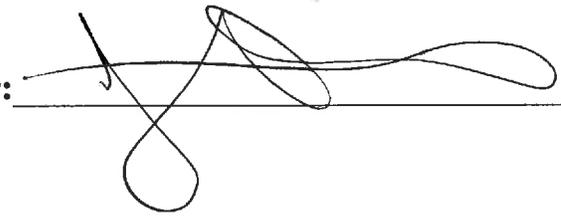
The City was selected for this process based on a competitive application and received a financial incentive award of \$7,500 from the Georgia Municipal Association. I want to thank Ms. Rebecca Myers for her work on this grant program.

The total cost of the project is \$42,500 less the \$7,500 grant for a total cost to the City of \$35,000. The project will take approximately six months and therefore be funded over the 2015 and 2016 General Fund budgets.

The following attachments are provided:

- MOU
- Scope of Work
- Sample Study (Bainbridge)

Main Street Coordinator: _____ 

City Manager: _____ 

**CARL VINSON INSTITUTE OF GOVERNMENT
ATHENS, GEORGIA**

Memorandum of Understanding

This agreement is made and entered into as of the date of execution by and between the City of St. Marys and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia. The University of Georgia's Carl Vinson Institute of Government (Institute of Government) will perform all obligations of the Board of Regents of the University System of Georgia under this agreement.

The Institute of Government agrees to assist the City of St. Marys with developing an initial vision and short term work program that satisfies the bronze level requirements within the *Downtown Renaissance Act* (detailed Scope of Work included as Exhibit A). The total cost of the service is \$42,500. In consideration of the foregoing, the City of St. Marys agrees to pay the Institute of Government a fee of \$35,000 for the full and faithful performance of the services described herein, with the Georgia Municipal Association contributing the additional \$7,500. The Institute of Government will present to the City of St. Marys an invoice for services after the completion of work. The invoice should be sent to: Mr. John J. Holman, City Manager, 418 Osborne Street, St. Marys, GA 31558, John.Holman@stmarysga.gov; telephone 912-510-4041. The City of St. Marys shall promptly process the invoice and issue its payment to the Institute of Government not more than 30 days after receipt of said invoice.

The Institute of Government also agrees to retain all records bearing upon payments under this agreement until the expiration of three years after final payment and grants the agency access to and the right to examine such records. The City of St. Marys will own all documents produced by the Institute of Government under this agreement.

The Institute of Government employees will not be employees of the City of St. Marys while performing this service and will not be entitled to fringe benefits normally accruing for employees of the City of St. Marys.

This agreement will become effective upon signing by both parties and will terminate on January 15, 2016 or earlier upon written notice by either party. In the event of such termination the City of St. Marys will pay the Institute of Government a prorated portion of the contract amount consistent with the revised termination date and will also pay the Institute of Government for all non-cancellable and outstanding obligations related to this agreement.

FOR THE
CITY OF ST. MARYS:

FOR THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA BY
AND ON BEHALF OF THE UNIVERSITY
OF GEORGIA:

By: _____

By: _____
Jere W. Morehead, President

Date: _____

Date: _____

Downtown St. Marys Strategic Vision and Plan

SCOPE OF WORK

Phase I

1. Designate a local community member as the lead downtown liaison

One person will be designated as the community liaison and will be in charge of the process.

- Main Street Manager

2. Formation of Steering Committee, which will guide the overall process.

- The Steering Committee should be a diverse group of 5-9 people
- Community liaison should Chair the Steering Committee

3. Data Collection and Review

- The community liaison will collect and send to Institute of Government relevant plans and GIS data that have been developed over the previous five years; i.e., comprehensive land use plans, parks and recreation plans, zoning and ordinances, public works, etc.
- Institute of Government will do a plan review

4. Survey Development and Distribution

- An electronic and hardcopy survey will be developed by Institute of Government and community liaison. The survey will be online for two-months.
- The community liaison will be responsible for distributing and advertising the survey throughout the community.
- The community liaison will collect all hardcopies.

Possibilities of organizations for distribution:

- Arts Council
- Banks
- City Departments
- County Departments
- Development Authority
- Downtown Merchants
- Downtown Property Owners
- Downtown Residential
- Downtown Churches/Faith-based Organizations
- Newspaper
- Chamber of Commerce
- Health Systems
- Real Estate Firms
- Schools

Phase II

5. Initial Steering Committee Meeting, Site Visit

- Institute of Government will lead a kickoff session with the Steering Committee
 - Review scope of work
 - Define project area
 - Conduct Steering Committee focus group
 - Explain the Visual Preference Assessment and charge the committee with its implementation.

6. Conduct Interviews and Community Input Meeting, Site Visit

The Institute of Government will conduct up to ten (10) face-to-face interviews with key people identified by the community liaison. Up to ten (10) additional interviews can be conducted by phone. The Institute of Government will conduct up to ten (10) focus groups with key community groups and conduct a community-wide meeting.

7. Steering Committee Update

At the completion of the 2-3 day site visit, the Steering Committee will be briefed on the initial public input findings.

8. Vision and Plan Development

The Institute of Government will spend the next two to three months focusing on integrating the community input into illustrative designs.

Phase III

9. Steering Committee Meeting

- Public input review
- Key issue identification
- Strategy review and development
- Work Plan overview
- Discuss soliciting Work Plan volunteers

10. Work Program Meeting (two to three meetings)

The Steering Committee and community liaison are responsible for recruiting community members to participate in the Work Plan development. The Institute of Government will work with the community members to develop action items to initiate the short-term Work Plan.

- Work Plan overview
- Work Plan area of interest selection
- Develop short term (1year) implementation goals and strategies
- Work Plan development

Final Presentation and Report

11. Final Plan Presentation

The Steering committee and action item leaders, along with the Institute of Government, will make a final presentation so the community can see what was developed and is recommended based on their input.

12. Final Report Development

Following the Work Plan development, the Institute of Government will finalize the plans and recommendations and layout the document for publication. The Institute of Government will create twenty (20) full-color illustrative reports that provide before and after visuals of design scenarios along with implementation recommendations. The final report will also be accompanied by a compact disc (to keep printing costs low) as an appendix to account for the public engagement information, analysis as well as other relevant information gleaned throughout the process.

DRAFT

DRAFT



BAINBRIDGE

2014 STRATEGIC VISION AND PLAN

CREDITS

BAINBRIDGE STEERING COMMITTEE:

AMANDA GLOVER DDA Executive Director
ADRIENNE HARRISON CVB Executive Director
AL COLLINS DDA Chair
MEREDYTH EARNEST First United Methodist Church
JEFF FINDLEY Post Searchlight
DIANE STRICKLAND Chamber of Commerce Director
DARRELL COX Property owner
MATT PALMER Palmer Insurance Agency
DUSTIN DOWDY WBGE Live 101.9 FM

ACTION ITEM GROUPS:

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BRIAN & KAREN COOK Potential downtown property owners
CHERYL CARVAJAL Firehouse Gallery/Art Council
LARRY NICHOLS Decatur County Historical Museum

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JULIE HARRIS HPC Chair
JESSICA CANNON Jessica Cannon Photography, Studio 115
DIANE STRICKLAND Chamber of Commerce Director
VICKI BAILEY Local artist, Artsy on the Square
MEREDYTH EARNEST Steering Committee/First United Methodist Church

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ADRIENNE HARRISON Steering Committee/CVB Director
ABBY PARSONS Owner A to Z Children's Boutique
JEFF FINDLEY Steering Committee/Post Searchlight
DUSTIN DOWDY Steering Committee/WBGE Live 101.9 FM
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AL COLLINS Steering Committee/DDA Chair
ZACK PARSONS DeHildren Realty
DARRELL COX Steering Committee/Downtown property owner
MATT PALMER Steering Committee/Palmer Insurance Agency
ROLLINS MILLER Miller Griffin Realty

MAYOR AND CITY COUNCIL:

MAYOR EDWARD REYNOLDS
LUTHER CONYERS
JOE SWEET
ROSLYN PALMER
PHIL LONG
GLENNIE BENCH
DON WHALEY
CHRIS HOBBY, CITY MANAGER

DOWNTOWN DEVELOPMENT AUTHORITY:

AL COLLINS Chair
GARY PHILLIPS Co-Chair
TOM CONGER
GLORIA REEVES
EMILY YENT
THERESA YORK
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CHRIS HIGDON Manager, Community Development

Georgia Department of Community Affairs:

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**North Broad Street Community Park Design created by DCA and Georgia Trust for Historic Preservation for the Bainbridge Main Street Program, see pages 36-37.*

Small Business Development Center

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Special Thanks

to Nikki Rich of Rich Graphics for volunteering to create the new downtown logo, the brochure, and banner for the Bassmaster Elite Series.

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INTRODUCTION

About Bainbridge

Bainbridge's charm emerges from the rich sense of history that residents and the land alike hold.

Long before the arrival of European settlers (Spanish explorers were in the area as early as 1540) and modern settlements (the first in 1765), the Seminole and Creek Indians had settled on the banks of the Flint River for centuries. In 1818, Spanish and U.S. troops defeated and removed the remaining Native Americans. The Georgia Legislature formed Decatur County in 1823, with the city itself being incorporated just six years later in 1829. Modern-day Bainbridge sits in the southwest corner of the state, serving as the county seat of Decatur County, and its southern-most boundary is the Florida state line. Bainbridge is also centrally located, with easy access to some of the South's largest cities, sitting 40 miles north of Tallahassee, Florida, 60 miles east of Dothan, Alabama, and 60 miles south of Albany, Georgia at the intersection of U.S. highways 84 and 27.

The Bainbridge-Decatur County area offers much more than memories of an exciting past. Because of its location adjacent to the meandering Flint River, Decatur County's soil makes for lush and fertile agricultural land. In addition to wealthy farming lands, Bainbridge serves as one of Georgia's two inland ports. Bainbridge has its own boat basin and is close to Lake Seminole, making

the river an important economic and recreational resource. Watersports, particularly bass fishing, have recently attracted new visitors and commerce to Bainbridge. In 2011 and 2012, the city profited more than \$1.5 million from the popularity of bass fishing tournaments. City residents are beginning to recognize the growing power of these fishing tournaments and are excited to harness that power to enliven their downtown. If residents, city officials, and community leaders can develop ways to attach the city to its greatest resource, Bainbridge's charming and historic downtown will be well on its way.

Recent Happenings

In September 2013, a team from the University of Georgia's Carl Vinson Institute of Government, the Georgia Municipal Association, the Georgia Cities Foundation, and the Georgia Department of Community Affairs began working with Bainbridge's leaders to develop a strategic vision and plan for the city. While the team's public input approach revealed many of the city's needs and potential spaces for improvement, it also highlighted how proactive and successful Bainbridge's downtown leaders have been in recent years.

In 2013, 11 new businesses opened and a total of 30 jobs were created, while only 4 businesses closed with a loss of 6 jobs.

Other highlights from 2013 include the following:

- The Downtown Development Authority launched a new downtown website: www.downtownbainbridgega.com.
- Willis Park, the centerpiece of downtown Bainbridge, was completely re-landscaped.
- Bainbridge was designated as a GEMS community by the Georgia Department of Community Affairs. Georgia's Exceptional Main Street (GEMS) program is a pilot program for Georgia's Main Street network and provides advanced technical assistance for communities that have shown proven leadership in the field of downtown development.
- Two new downtown events were developed: the Art & Wine Walk and a Progressive Dinner.
- A downtown recruitment packet and incentives were redesigned to inspire and encourage future entrepreneurs and current property holders.
- SPLOST funds were used to undertake a \$4.6 million rehabilitation of Bainbridge City Hall.
- Bainbridge became a member of the 2013 National Main Street Program.

PARTNERS

The Partnership, consisting of Georgia Municipal Association, the Georgia Cities Foundation and the Carl Vinson Institute of Government, working in cooperation with the Georgia Department of Community Affairs assisted the City of Bainbridge by creating a strategic vision, plan, and short-term work program. Bainbridge's strategic vision and plan was created via a three-stage process.

Partners

Carl Vinson Institute of Government

For more than 85 years, the Carl Vinson Institute of Government has worked with public officials throughout Georgia and around the world to improve governance and people's lives. From Georgia's early days as a largely agrarian state with a modest population to its modern-day status as a national and international force in business, industry, and politics with a population of almost 10 million, the Institute of Government has helped government leaders navigate change and forge strong directions for a better Georgia.

Georgia Municipal Association

Created in 1933, the Georgia Municipal Association (GMA) is the only state organization that represents municipal governments in Georgia. Based in Atlanta, GMA is a voluntary, nonprofit organization that provides legislative advocacy, educational, employee benefit, and technical consulting services to its members. GMA's purpose is to anticipate and influence the forces shaping Georgia's communities

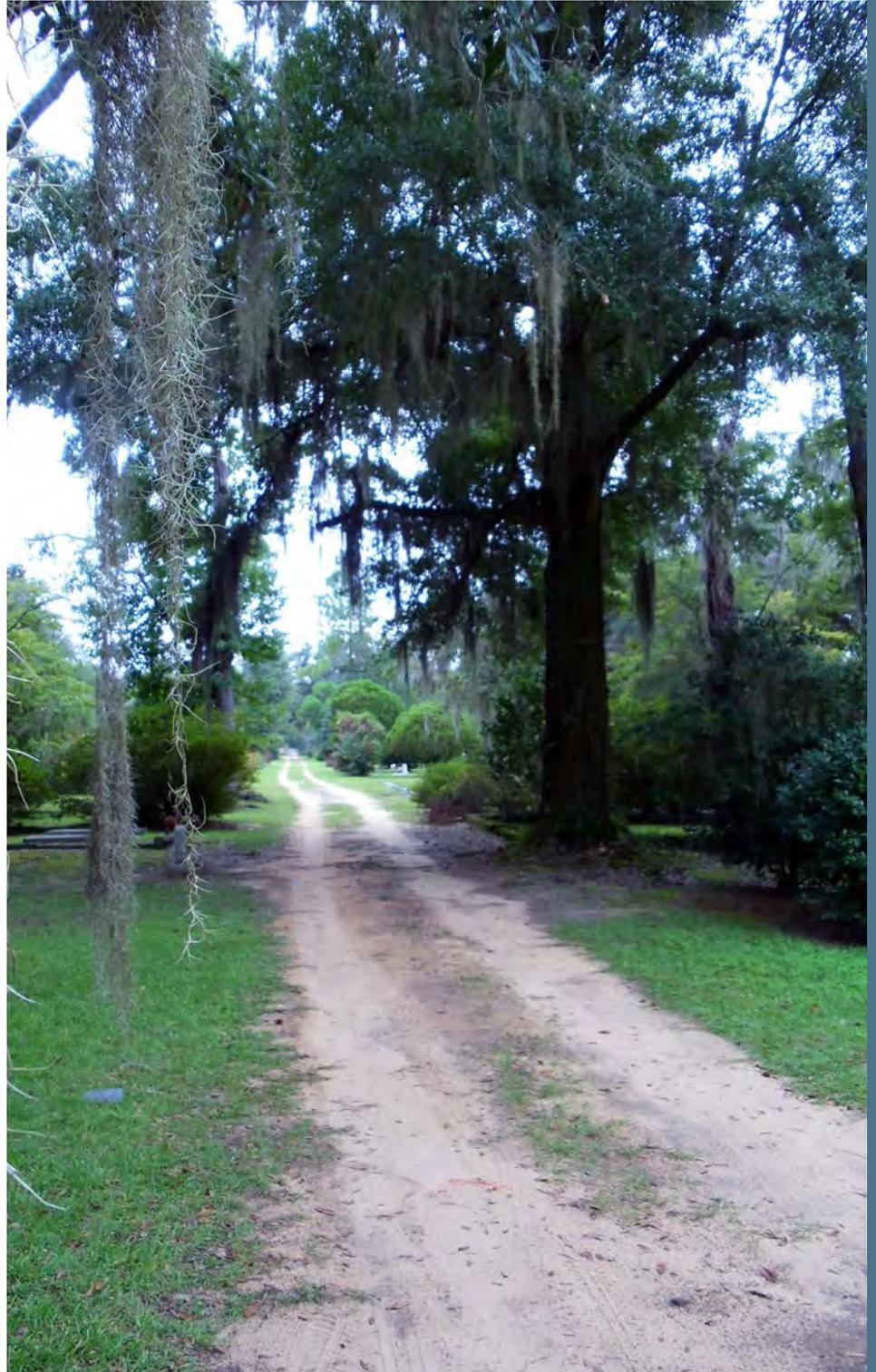
and to provide leadership, tools, and services that assist local governments in becoming more innovative, effective, and responsive.

Georgia Cities Foundation

The Georgia Cities Foundation, founded in 1999, is a nonprofit subsidiary of the Georgia Municipal Association. The foundation's mission is to assist cities in their efforts to revitalize and enhance downtown areas by serving as a partner and facilitator in funding capital projects through the revolving loan fund. Its services include the Revolving Loan Fund Program, the Heart & Soul Bus Tour, the Peer-to-Peer Mentoring Tour, the Downtown Development Authority Basic Training, and the Renaissance Award.

Georgia Department of Community Affairs

The Georgia Department of Community Affairs (DCA) was created in 1977 to serve as an advocate for local governments. On July 1, 1996, the Governor and General Assembly merged the Georgia Housing and Finance Authority with the Department of Community Affairs. Today, DCA operates a host of state and federal grant programs; serves as the state's lead agency in housing finance and development; promulgates building codes to be adopted by local governments; provides comprehensive planning, technical, and research assistance to local governments; and serves as the lead agency for the state's solid waste reduction efforts.



THE STRATEGIC VISIONING AND PLANNING PROCESS

Strategic visioning is a collaborative planning and decision-making process that relies on broad stakeholder participation and a focus on asset-based development to create a shared community vision, plan, and implementation work plan.

Strategic visioning helps communities better understand their assets, more clearly identify priorities, and then use both as a basis for planning. Throughout the development of the plan, the community identifies issues that are affecting the community, articulates big-picture goals, and develops short-term and long-term strategies to address the issues.

There are three key steps in the strategic visioning and planning process:

Where are we now?

It is essential to understand the current conditions of downtown Bainbridge. The first step involves demographic research, plan reviews, and public engagement. Focus groups, one-on-one interviews, a town hall meeting, community-wide surveys, and a visual preference assessment reveal the community's story as well as issues and opportunities.

Where are we going?

In phase two of the process, the community looks to the future to shape a new vision. This vision is interpreted through illustrations and design recommendations so that all can see the physical translation of the collective vision.

How do we get there?

The final step in the strategic visioning process is to create an implementation plan that moves the community toward its vision for the future. Community input and effort form the foundation for the implementation plan, which is critical for a successful outcome.

The 3-step Planning Process

1 WHERE WE ARE

- Plan Review
- Demographic Scan
- Visual Preference Assessment
- 1-on-1 Interviews
- Focus Groups
- Survey

2 WHERE WE ARE GOING

- Design
- Renderings
- Visualization

3 HOW WE GET THERE

- Work Program
- Design Solutions
- Short-term (6-18 months)
- Long-term (2-10 years)

PROCESS TIMELINE

Step One:

KICKOFF MEETING WITH DANNY BIVINS TO DISCUSS INITIAL PLANS

- Steering Committee formation
- Steering Committee meeting dates
- Survey development
- Survey distribution
- Local plan collection

Step Two:

FINALIZE SURVEY AND SEND TO THE INSTITUTE OF GOVERNMENT

- Plans submitted to the Institute of Government for review
- Steering Committee meetings scheduled
- Site visit dates scheduled
- Survey distribution plan

Step Three:

PUBLIC PROCESS KICKOFF

- Begin scheduling face-to-face interviews, focus group meetings, and town hall meeting
- Launch survey
- Distribute survey

Step Four:

COORDINATE

- Steering Committee, focus groups, and interviews
- Distribute survey

Step Five:

COLLECT SURVEYS AND SUBMIT TO THE INSTITUTE OF GOVERNMENT FOR ANALYSIS

Step Six:

SITE AND PUBLIC ENGAGEMENT VISIT

- Steering Committee meeting
- Focus groups
- Photo documentation
- Interviews
- Steering Committee meeting update
- Solicit work program volunteers

Step Seven:

ANY FOLLOW-UP INFORMATION TO THE INSTITUTE OF GOVERNMENT

- Close survey
- Solicit work program volunteers
- Reminder of next Steering Committee meeting

Step Eight:

STEERING COMMITTEE MEETING

- Public input review
- Work Plan overview
- Solicit work program volunteers

Step Nine:

WORK PROGRAM MEETING

- Work Plan overview
- Work Plan area of interest selection
- Action groups formed
- Initial Action Items selection

Step Ten:

WORK PLAN DEVELOPMENT

- Continue to develop implementation steps for Action Items

Step Eleven:

WORK PLAN FINALIZATION

- Internal meeting with Amanda Glover and each Action Item subgroup
- Finalize Action Items
- Report progress to date
- Determine six-month calendar

Step Twelve:

FINAL PRESENTATION

- Presentations
- Action Item subgroup presentations



Steering Committee Meeting
VISUAL PREFERENCE ASSESSMENT

PUBLIC INPUT

More than **250** electronic and hard copy surveys were completed.

12 focus groups were held with strong participation from the following:

- Steering Committee members
- The Chamber of Commerce and the Industrial Development Authority
- Downtown property and business owners
- Realtors and bankers
- The Mayor, City Council, City Manager, administrators, and employees
- Youth
- The Downtown Development Authority, Planning Commission, and Historic Preservation Commission
- Civic organizations
- Community leaders
- County Commissioners, administrators, and employees

One-on-one in-depth interviews were held with other key members of the community.





PUBLIC INPUT

Question 1:

**What makes Bainbridge unique?
What is your favorite thing about
downtown Bainbridge?**

Focus group feedback and survey responses were honest and insightful. Although the community recognizes aspects of their downtown that could be improved, they are also aware of the strengths their downtown possesses. Willis Park, the centerpiece of downtown Bainbridge, is a point of pride for the city. Willis Park was re-landscaped in 2013, and many view it as an oasis that has the potential to serve many purposes, from a quiet and beautiful place to eat lunch on a workday to the social center for downtown events and festivals. Willis Park is a successful green space because it is attractive, social, and functional. Bainbridge also possesses a small-town charm and quiriness that is swiftly disappearing across the South. The city feels open, friendly, and nostalgic, with Bainbridge and her inhabitants happy to move at their own pace. Both the aesthetics and the history of Bainbridge lend to this charm. Great historic buildings, eclectic architecture, and towering oak trees make residents and visitors feel at home. Survey and focus group responses also show that many are excited about the recent improvements in Bainbridge, naming specifically the streetscape plan, the connectivity plan, and the improvements to City Hall. These improvements, matched with the daily and annual activities Bainbridge

provides its community members, are cause for excitement. Although downtown Bainbridge could improve upon night-time activities, there is a certain buzz during the workday. Finally, Bainbridge's greatest resource is also its most under-accessed resource: the Flint River. Residents are beginning to realize how much potential the river holds.

Question 2:

**What is working well in downtown
Bainbridge?**

Survey and focus group responses centered on recent improvements in Bainbridge, businesses, activities, accessibility, the city government, and aesthetics

Recent improvements:

Bainbridge residents are excited about the direction their city is going. In recent years, due to the city's investment coupled with a host of grants and trainings, downtown Bainbridge has seen renovations. While some of these renovations are simply cosmetic (façade grants are to thank), some renovations have touched buildings that have long been in need of renewal. Building renovations will reintroduce once important historic structures back into downtown Bainbridge, allowing them to function and serve the community. Residents are also excited about the possibility of downtown residential spaces. With such development comes a population that will use downtown during the hours that most do not, after 5:00 pm.



Businesses:

Bainbridge residents are appreciative of stable downtown businesses. They also recognize that city leadership is working hard to bring in new businesses and services, providing training programs for business owners, and offering grants for building improvement. Bainbridge believes in growing well and healthily, embracing a diversification in shopping and eating opportunities while maintaining patronage to local mom-and-pop businesses that have long been the economic cornerstones of downtown Bainbridge.

Activities:

Part of what makes a place a “home” is how that place encourages socializing, fun, and community among its residents. Bainbridge has successfully produced a string of annual events in addition to developing new ways to bring people downtown, most recently through the Art & Wine Walk and a Progressive Dinner in 2013. These activities and events offer residents a safe and fun environment in which to socialize or celebrate, while actively reminding them that their downtown provides a base of businesses and services at their fingertips.

PUBLIC INPUT

Accessibility:

Bainbridge is central to some of Georgia, Florida, and Alabama's prominent towns and cities as well being an inland port on the Flint River. Survey and focus group feedback shows that residents appreciate the walkability of their city, with access to the river, greenspace, and recreation within walking distance of the center of downtown. And although connectivity within downtown Bainbridge could be improved, these resources stand as reasons that residents and visitors would want to spend time there.

The City Government:

Focus group and survey responses show overwhelming popular support for Bainbridge's city government and the work it is doing. Residents see the city government as proactive, responsible, and interested in making life in Bainbridge better for all. Residents have noticed that the Downtown Development Authority (DDA)—an entity that is underutilized in many towns—is active in the redevelopment and rehabilitation of every aspect of downtown Bainbridge. Elected officials support their city as well, opting for action rather than complacency. Residents also appreciate that city leaders seek support from outside sources, be it financial support or alliances with the Department of Community Affairs, Georgia's Main Street Network, and the University of Georgia. Residents know that while their city has not yet realized its full potential, their leadership is mindful and will not settle for less when more is possible.

Aesthetics:

Bainbridge residents are pleased with certain aesthetic elements of their downtown. The historic square with Willis Park at the center is well represented in survey and focus group feedback. The square and park are the heart of downtown, and residents realize how unique and valuable these assets are to Bainbridge. Residents also find downtown Bainbridge's historic architecture to be an invaluable part of the city's charm. Feedback shows that a majority of residents support the rejuvenation and reuse of historic buildings, as long as the reuse protects and preserves historic elements of the structure. Pulling the city together are the big oaks sprinkled throughout Bainbridge. Focus group and survey feedback acknowledges the trees' importance to the identity of the city.

Question 3:

What needs improvement in downtown Bainbridge?

Although many elements of downtown Bainbridge are functioning at a high capacity, survey and focus group feedback revealed several areas in need of improvement.

Vacancy and Blight:

Vacancy and blight are downtown Bainbridge's main ailments. Though downtown contains many successful and vibrant shops, restaurants, and services,

the number of vacant and derelict buildings can be overwhelming. At the end of 2013, there were 23 vacancies in downtown Bainbridge. Many of those vacant storefronts are being used as storage facilities. In many cases, these vacant buildings are not in a functional state. Maintenance and upkeep on vacant properties are essential for a swift turnaround, and when vacant buildings sit unattended for long periods of time, their chances of being renewed decrease.

Activities and Events:

Focus group and survey feedback uncovered a few obstacles to Bainbridge's downtown activities and events. Many suggested that the city hold more community-wide events. However, the city already runs numerous and diverse activities and events. The breakdown is in communication. Many community members are simply unaware of events taking place in downtown Bainbridge. Heightened publicity of these events is key. Another issue mentioned in the community feedback is concern about a lack of a downtown option for big events. Though Willis Park and the river facilities serve many event needs, downtown Bainbridge has no clear venue for larger cultural events.

Businesses:

Bainbridge residents have some concerns about downtown businesses. Because Bainbridge considers itself to be in the regional shadow of Thomasville

and Tallahassee, many are painfully aware that local business is lost to the two larger towns. Keeping local buyers and attracting outside business is important to the success of downtown. This concern correlates with a voiced desire for more diversity in first-floor businesses. Residents want to feel as though all of their needs could be met by visiting downtown: from a small grocer to children's clothing, people want options. Business hours are an issue as well. Extended hours at downtown stores was a widely mentioned need. Many stated that their schedules simply do not allow them to access downtown because most services end at 5:00 pm. Extended hours could increase local business transactions. Survey and focus group feedback also showed a mass desire for nightlife in downtown Bainbridge.

Coordination and Promotion:

Focus group feedback acknowledges difficulties with coordination and promotion in downtown. One issue is the long-range coordination and promotion of events and activities, which could be more successful if properly marketed, both within Bainbridge and regionally. The other issue lies within the promotion and coordination of special programs, resources, and incentives offered by the city to business and property owners. While the city is successful in the number of resources and incentives they offer, their communication regarding these programs is perceived to be lacking.

PUBLIC INPUT



Infrastructure and Connectivity:

Focus group and survey feedback suggests room for a few infrastructure and connectivity improvements. First, traffic routing is considered a problem. Because Bainbridge does not have local control of the main road running through downtown, semi-trucks frequently pass through. This makes pedestrians feel unsafe, regardless of how walkable Bainbridge is. Second, a widespread perception is that parking is significantly lacking in downtown. This feeling stems from the fact that most visitors to downtown are uncomfortable with parallel parking and want to park directly on the square. Parking space analysis shows that Bainbridge actually has an abundance of parking throughout downtown, but because of the orientation of the parking (parallel) and designated private lots, most think there are limited parking options. A lack of directional parking signage is partially to blame. And, of course, third, there is the lack of connection between downtown Bainbridge and its most glowing asset: the Flint River. Almost all feedback underscores a belief that downtown Bainbridge would thrive if the city could find ways to connect itself to the river.

Public Amenities:

Public amenities such as public restrooms, outdoor eating areas, dog parks, and well-lit pedestrian trails are missing in downtown Bainbridge. Feedback voiced the public's desire for these community services. Each of these amenities would help to better serve the community.

Demographics:

The community needs activities and opportunities for youth involvement. Most feel as though the youth population is

underrepresented in downtown Bainbridge. Feedback also suggests that added residential development in downtown would bring a more populated feel to the area, giving it a sense of place and increasing downtown's hours of usage.

Question 4:

What is your vision for a vibrant downtown?

The Bainbridge community acknowledges all of the positive attributes of their downtown but concedes that more can be done. The top 10 signs of vibrancy mentioned were:

1. People out and about ("a sidewalk community"),
2. Filled storefronts and business additions,
3. Night-time activities,
4. Downtown living,
5. A downtown that embraces and connects to the Flint River,
6. Business incentives,
7. Family-oriented activities,
8. Promotion of downtown,
9. Improvement of derelict properties, and
10. Integration of youth into downtown planning.



Top Issues:

- Parking
- Attraction or draw for children and families
- Design: gateway, streetscape, and pedestrian improvements
- Connectivity to the river
- Housing: increase the number of upper-story and traditional downtown residences
- Business recruitment: groups and incentives
- Derelict and vacant buildings
- Integration of youth into downtown

BAINBRIDGE WORK PLAN

The Carl Vinson Institute of Government is using an organized and systematic approach to downtown redevelopment and revitalization modeled after the Main Street Four-Point Approach®. The process involves creating a community vision based on broad community engagement and input that leads to the development of an implementation plan with a step-by-step guide for success. The plan focuses on four program components: **Organization, Promotion, Design, and Economic Development**. To be successful, communities must look to address issues and opportunities in each of the components, working with broad public support for the betterment of the community.

Across each of the four program components, there is a critical element: public engagement.

Those who live in a place know more than anyone what is needed and what is wanted. The buy-in and support of the community are essential so that we can address issues and seize opportunities. A community must, first and foremost, meet the needs of its residents—after that, opportunities to increase tourism and other economic opportunities will follow. Bainbridge has created a work program built upon the input of its residents that addresses the following components:

Organization:

Organization refers to working to establish accord and co-action among the various and diverse groups that have a stake in the downtown district. By getting everyone in the downtown district to work together toward a unified goal, the coordination of the Main Street Program can provide direct and consistent management for downtown.

Promotion:

The goal of promotion is two-fold: creating a positive image of downtown that will both ignite community pride and improve consumer and investor confidence in the downtown. Promotion includes advertising, retail promotion, special events, and the marketing of events.

Design:

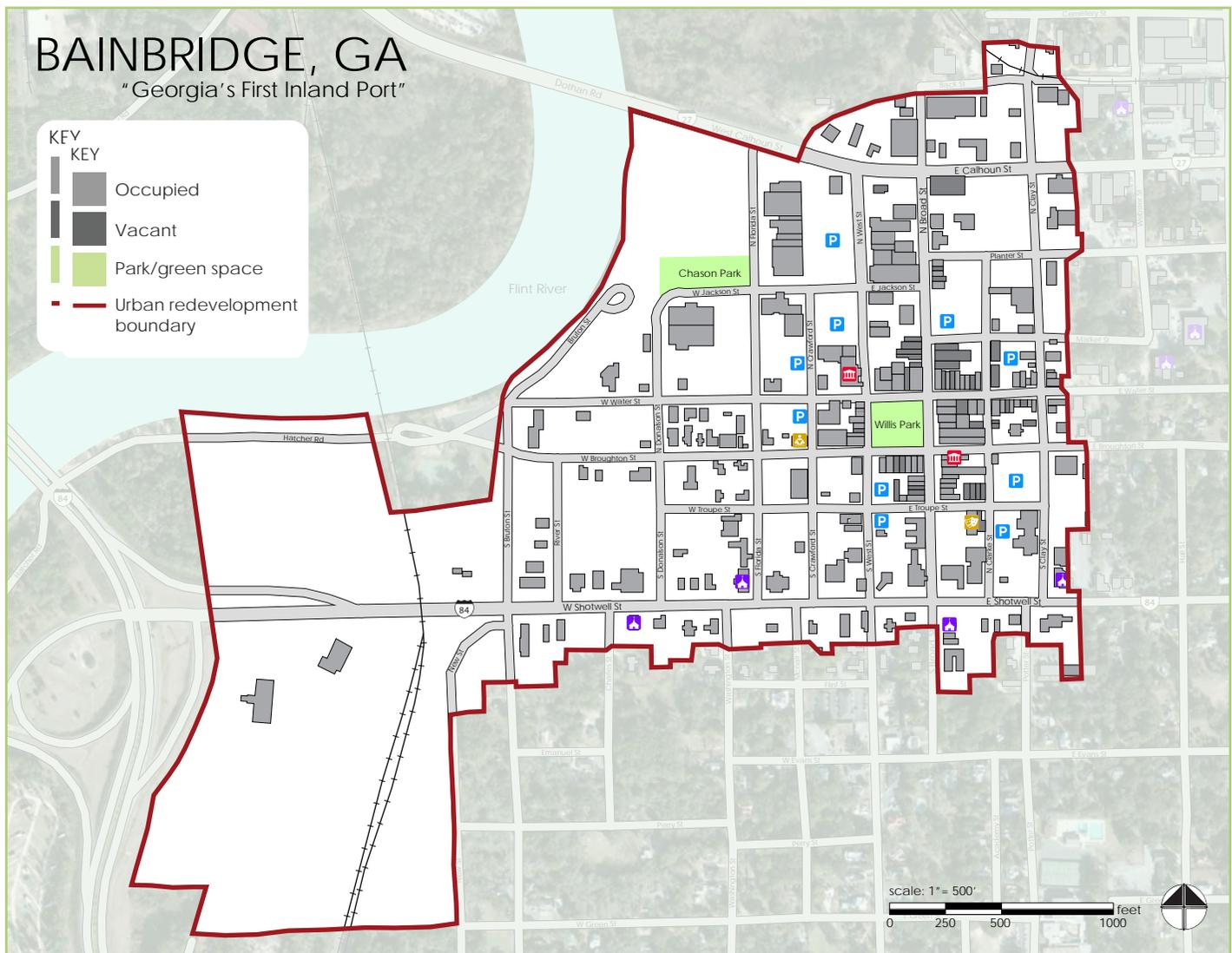
Design simply means re-creating downtown to be a safe, beautiful, and welcoming space for all who visit, work, and live there. Design includes giving attention to public and private buildings, storefronts, signage, public spaces, parking areas, street furniture, public art, landscaping, merchandizing, window displays, and promotional materials.

Economic Development (the Four-Point Approach uses the term “economic restructuring”):

Economic development means building on and strengthening a community’s existing economic assets while diversifying the economic base. Economic development can be achieved through techniques to

retain and expand successful businesses and thus providing a balanced commercial mix. Other strategies include sharpening the competitiveness and merchandizing skills of business owners and attracting new businesses the local market can support.

These four points work together, each supporting and assisting the others, to improve the social, political, physical, and economic vitality of a downtown.



Bainbridge, Georgia Scope of Work Map: The base map displays the Urban Redevelopment Area for the City of Bainbridge marked by the red line. Important sites are illustrated with the corresponding icon, while vacant buildings within the downtown area are shown in dark gray.

ORGANIZATION

Work Program Items

Mid-to Long-Range Work Program Strategies

Organization

1. Partner with Bainbridge State College:

A college is a great community and regional asset. Downtown Bainbridge could explore the possibility of creating a strategic relationship with Bainbridge State College to grow both the downtown and the college.

- *Expand college classes to downtown:* For example, offer a cosmetology program, adult education, an international program, and/or student housing downtown.
- *Connect with Bainbridge College:* Bainbridge College is a fantastic resource for the city. Students and professors could be recruited to aid in the downtown planning process. This would be an opportunity for students and professors to actively learn while improving the quality of their home.

2. Organize a Local Merchant Group:

Develop a group for merchants focused on retail promotion. This group would give long-established merchants such as Ronnie Godwin and new merchants a chance to meet, exchange promotion and sale ideas, organize downtown events, and share wisdom and new

techniques. This group would meet quarterly to strategize. Developing a local merchant group would also be helpful for those interested in starting a new business in downtown Bainbridge.

3. Create a Youth Main Street Advisory Board:

Downtown Bainbridge has an active Main Street program with strong local government and community support, and there is an opportunity to groom future leaders with an interest in downtown. Creating a youth advisory board would benefit both the participants and the downtown: youth can be actively involved, lending new and creative ideas while helping downtown Bainbridge understand how to better serve this sector of the population. This would make the younger population active downtown stakeholders, allowing them to feel invested in the success of their downtown.

4. Develop a Shop Downtown Campaign:

Starting a “shop local” or “shop downtown” campaign in partnership with high school students is a way to remind community members to consider spending money locally rather than at national chain stores. For every \$100 spent in locally owned stores, \$68 returns to the community through taxes, payroll, and other expenditures. For every \$100 spent in a national chain, only \$43 stays local. Spend it online, and nothing stays local. By working with high school students, the community could develop a local customer base of

students and their family members. By shopping locally, money stays in the community, and this encourages a positive economic environment for people interested in starting small businesses. One community member suggested using online resources such as Cash Mob or the 3/50 Project to help generate retail traffic.

- *Follow up with Ronnie Godwin*

5. Help Promote Nonprofit Downtown

Events: During the public engagement process, people specifically asked for more events downtown. Downtown Bainbridge currently has many events, but participation numbers are inconsistent. Many residents said that they simply did not know about the activities. A first step could be to develop multiple ways to publicize current downtown nonprofit attractions and their events.

- *Bainbridge Little Theatre*
- *Firehouse Gallery*
- *Museum*

6. Recruit New Volunteers for Activities

and Events: During the public engagement process, many people expressed an interest in becoming more involved in the future development of downtown Bainbridge. Some specific residents were identified as having particular and valuable skills in community leadership that are not being utilized. (For instance, Ted Snell has

experience with the New Hampshire State Senate and 4-H program and could be a resource for the Farmers' Market. He could meet one-on-one with farmers and backyard gardeners to help reorganize and reinvigorate the market.)

ORGANIZATION



PARTNER WITH BAINBRIDGE STATE COLLEGE

Before: This building at the corner of Florida Street and Water Street is currently up for sale and vacant. The building looks dated and the property needs landscaping.



After

After: The rendering above shows the building being used for new classroom space for Bainbridge State College, which would provide another connection between downtown Bainbridge and the College. The rendering shows the following improvements to the building: a new roof has been installed and a brick veneer façade has been installed to match the west exterior wall. The following improvements have been made to the property: the parking lot has been repaved and re-stripped, Bainbridge State College sign has been added, and grass, shade trees, shrubs, and flowers have been planted.

PROMOTION

- 1. Brand Downtown:** The Downtown Development Authority and the Main Street Program have an opportunity to enhance their graphic look. A local graphic artist could volunteer his or her time and expertise to create a downtown brand. (The Design Committee is also working on this item.)
- 2. Generate Local Positive Press:** Generating local and regional positive press could lead to immediate excitement about the new developments in downtown Bainbridge. To achieve this, the Bainbridge Chamber of Commerce, the Convention and Visitors Bureau, the Downtown Development Authority, and other organizations should map and coordinate an annual calendar of events. These organizations could then partner with local and regional media to publish a monthly calendar of events for downtown Bainbridge that would include group ad rates for any businesses wanting to advertise or give seasonal updates. This would actively promote all the activities and progress taking place in downtown.

a day out, or nightlife. All the while, downtown Bainbridge has its own set of assets that should be acknowledged and advertised regionally. A short list of Bainbridge's most important assets and/or events should be made and appropriate regional advertising implemented. Continued coordination with the Convention and Visitors Bureau and other local organizations is critical.
- 3. Engage in Regional Advertising:** Focus groups and survey results suggest that Bainbridge citizens perceive themselves as being in the regional shadow of Tallahassee and Thomasville. Most reported that they were more likely to travel to Tallahassee for shopping, dinner,
 - 4. Link Downtown Assets:** Bainbridge's downtown is rich with assets, yet focus group and survey results show that many people still feel as though something is missing in their downtown. Creating links among existing downtown assets like Chason Park, the Flint River, and Oak City Cemetery could help raise community members' awareness of their downtown's assets. Links could be made with infrastructure as well as through programming and events. The Connectivity Master Plan already contains ideas for connecting Chason Park and the Flint River. Another idea is for the city to create its own landmarks. For example, the largest oak tree in the downtown could be determined and then transformed into a destination, much like The Big Oak in Thomasville, Georgia.
 - Create QR codes for Willis Park
 - Monuments, history, time capsule
 - Example: Central Park in New York

- Design and install a kiosk for Willis Park and Cheney Griffin Park

5. Create Multiple Child/Family Draws: Bringing children and families into downtown is a vital step in creating a vibrant city. Bainbridge could implement a series of playgrounds for active play, connecting downtown to the Flint River. These playgrounds would be fun, interactive, and educational. A splash pad would also be an excellent resource for Bainbridge. Splash pads are useful when there is no centrally located city pool. They are cost effective, no life guards are necessary, they can be turned on for unexpected hot spells, and they require little maintenance. The Little Theater, located in downtown, is also an excellent resource for children and families. This resource could be expanded to aid in childcare for parents who want to have a night out in downtown, or it could become a venue that serves adults as well as children. For example, Bainbridge could sponsor a progressive dinner in downtown, ending the night with a film at the Little Theatre.



The Old Library

BROUGHTON STREET, BAINBRIDGE, GA

PROMOTION



BRAND DOWNTOWN

The Downtown Development Authority and the Main Street Program have an opportunity to enhance their graphic look. Downtown Bainbridge logo designs were created by Nikki Rich of Rich Graphics.



rie
TOV
RID
gia



Front



Back

Downtown Bainbridge brochures designed by: Nikki Rich of Rich Graphics, downtown Bainbridge, GA.

PROMOTION



LINK DOWNTOWN ASSETS

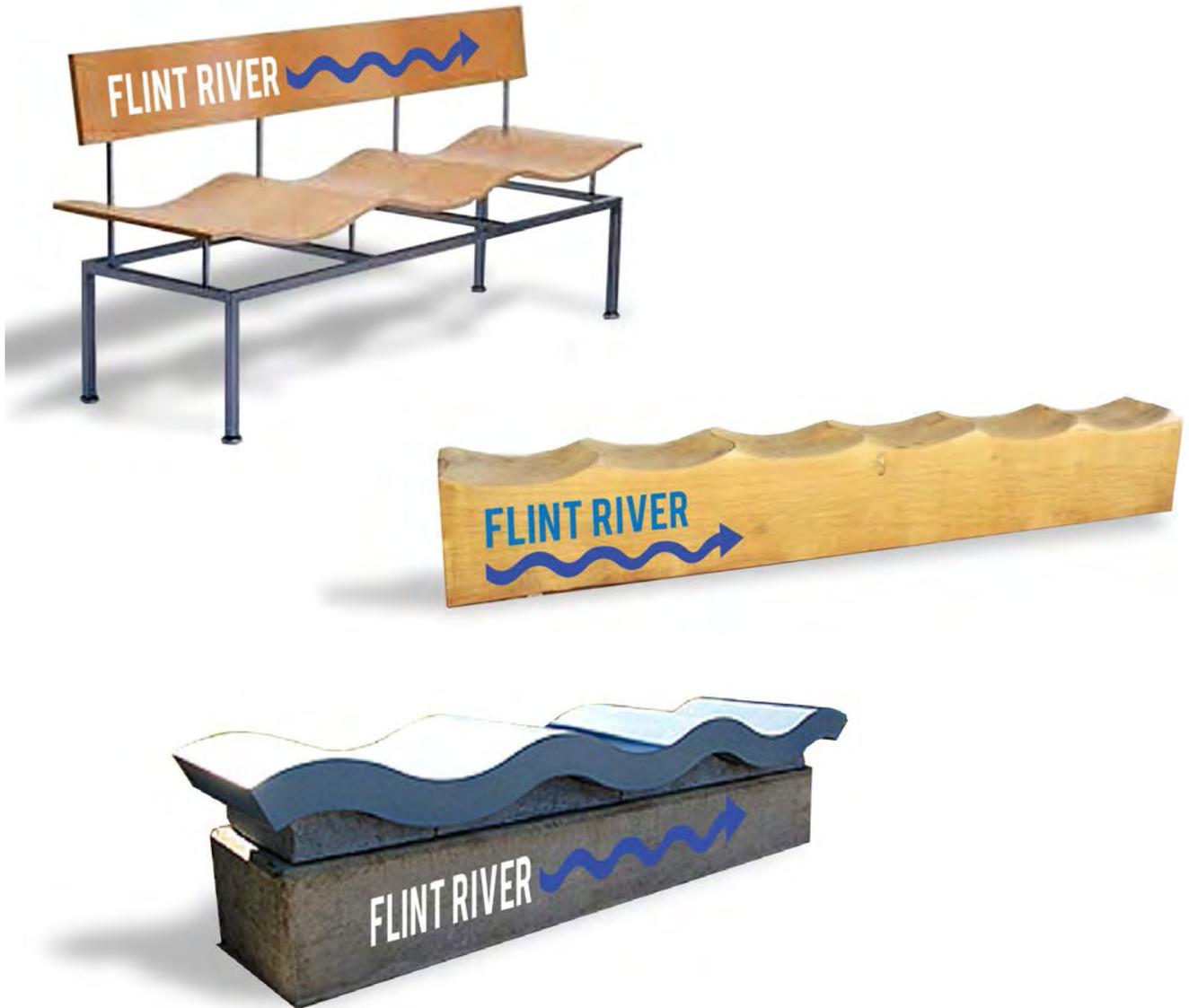
Before: Utility boxes stand at two of the corners of the square in Willis Park. Currently it takes away from the beautiful landscape of the square.



After, option 1: A chalkboard has been added in to the utility box to serve as a message board for current local events. The event shown in this rendering is the 2014 Bassmaster Elite tournament held in March.

After, option 2: This option shows a printed advertisement that is attached to the utility box. Both options beautify what was once an unsightly object and utilize it to share information with downtown visitors.

PROMOTION



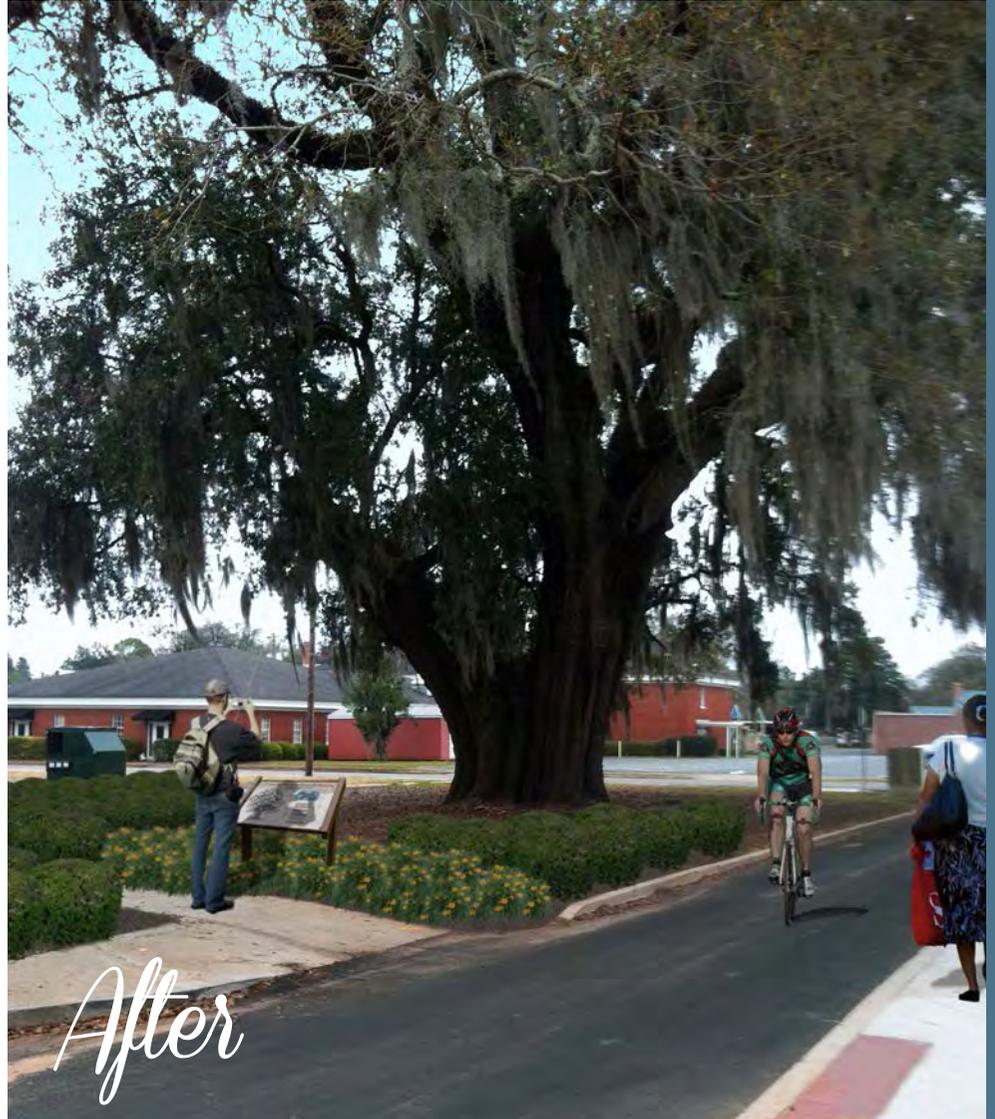
LINK DOWNTOWN ASSETS

River-inspired bench designs such as these could decorate downtown while serving as directional signage to the Flint River.



Before: The largest tree in Bainbridge is unfortunately only seen by vehicles and their occupants without people ever realizing the tree's significance.

After: By adding a small informational sign and some plantings, the largest tree in Bainbridge gains the recognition it deserves becoming an additional attraction to the downtown area.



BAINBRIDGE OAK TREES

As a way to link downtown assets and create destinations within downtown, the largest oak tree in the downtown could be determined and then transformed into a destination, much like The Big Oak in Thomasville, Georgia.

PROMOTION



CREATING CHILD AND FAMILY DRAWS

Before: This space is located along the riverfront.

After: The rendering shows what the space would look like with a new playground that would draw visitors to the river. A slide has been installed adjacent to the staircase (see rendering right.)



After: The rendering (right) shows a detail of the hill slide in the above rendering.



PROMOTION

CREATING CHILD AND FAMILY DRAWS: NORTH BROAD STREET COMMUNITY PARK DESIGN

**Created by The Georgia Department of Community Affairs Downtown Design Studio and The Georgia Trust for Historic Preservation for the Bainbridge Main Street Program.*



Georgia Department of Community Affairs
675 Pulaski Street, Suite 900
Athens, Georgia 30601



*Created by The Georgia Department of Community Affairs Downtown Design Studio and The Georgia Trust for Historic Preservation for the Bainbridge Main Street Program.

PROMOTION

CREATING CHILD AND FAMILY DRAWS

Rebuilding the dock

Before: This area located on Bruton Street near Chason Park has the remnants of a dock. The dock posts remain intact and could easily be used to build a platform.

After: The dock posts have been used to build the platform so that park visitors can use it again.



DOWNTOWN BAINBRIDGE MOVIE NIGHT

Before: This empty parking lot and large wall on the side of The Langston Center building in downtown Bainbridge poses a good opportunity for downtown activities.

After: During the nice weather months, downtown Bainbridge could host a movie night once a month. Any property like this one that has a large wall and open lot would work. The rendering shows a projector screen showing a movie as members of the Bainbridge community lounge in their camping chairs, eat picnic dinners, and relax.



DESIGN

1. Create and Implement a Parking Campaign:

Parking was one of the predominant issues mentioned during the public input process. There is a widespread feeling that downtown Bainbridge does not have enough parking; however, this is only a perception. To begin to address this negative parking perception, Bainbridge could conduct a parking count. The city should determine the number of on-street parking spaces in downtown, the number of on-street parking spaces on the square, the locations of all public parking lots, and the overall number of spaces. The location of all private lots and the number of private parking spaces should also be determined. All businesses and offices should be surveyed to see where owners and employees are currently parking, and, if needed, the city could explore the option of partnering to utilize private lots for public parking. The city could create a map and graphic to communicate parking availability. Parking signage would also be helpful: attractive parking signage, "no parking" signs, and parking way-finding. In addition, signage could state the number of feet to a parking area.

- *Explore the possibility of reconfiguring parts of downtown for angled parking:* The survey results show that many Bainbridge residents prefer angled parking to parallel parking. In many cases, if only parallel parking is

available, people feel as if there is no parking available. A study could be done to assess the configuration of downtown to learn if there is enough room to convert parking spaces to angled parking to better serve Bainbridge residents.

- *Revitalize the Calhoun Street bridge "streetscape"*
 - *Need design of new lighting on bridge, trees*
 - *Check on property adjacent to Daren's Service Center. Good place to install downtown "welcome" sign/directional signage*
 - *Design directional signage to downtown*
 - *Refer to the programmatic study done by SkyDesign to determine sign locations*
- ## 2. Gateway Signage:
- The purpose of gateway signage is to announce the presence of and entry into a destination. Because of the multiple ways in and out of downtown as well as the bypass, one can pass by downtown Bainbridge without connecting to the heart and soul of the community. By defining the main entrances into Bainbridge with distinctive signage and plantings, passersby would be more likely to recognize and access the downtown.
- ## 3. Expose Brick Streets:
- Downtown Bainbridge could continue to expose certain sections of the historic brick

streets. Exposing the brick streets will reinforce the charm of Bainbridge that is already represented by the historic downtown architecture, traditional square formation, and big oak trees. Exposed brick streets would act as an effective traffic calming tool as well.

4. Engage in Targeted Property

Development: The North Broad area is a good district on which to focus redevelopment efforts. The city, Downtown Development Authority, other organizations, and residents of the neighborhood could work together to develop a recruitment plan for buildings and businesses. The neighborhood could then begin to imagine vacant land as mixed-use properties. These ideas could be illustrated with before and after renderings.

5. Expand the Downtown Streetscape

Plan: Expanding the downtown streetscape plan outside of the current parameters to include other sections of the downtown would beautify the spaces and draw people and businesses into those areas. An extension of the streetscape plan would allow the entire downtown to feel uniform, maintained, and attractive. A complete streetscape plan would address alleyways as well. Many cities and towns are now using alleyways as through-ways: places for public art, plantings, and pedestrian lighting.

In so doing, they are transforming alleyways from perceived dangerous spaces into active, beautiful, and useful ones.

6. Improve Downtown Parking Lots:

When parking lots are located in and around downtown centers, they can often decrease the “human scale” of a downtown. The River Plaza Shopping Center, located on North West Street, is within walking distance of downtown and the Flint River. Greening River Plaza’s parking lot could help make the strip center more attractive and cohesive with the surrounding areas. River Plaza is also in need of a face-lift: some simple cosmetic amendments could make the space more accessible.

7. Create connections to the Flint River and River Park:

Throughout the public input sessions, the Flint River was listed as one of Bainbridge’s primary draws as well as one of the downtown’s most underutilized assets. Creating connections between the river and downtown that are pedestrian, golf cart, trolley, and bike friendly would provide Bainbridge a wealth of new resources by linking the city’s current resources with a path that could be used for recreation, education, and connectivity.

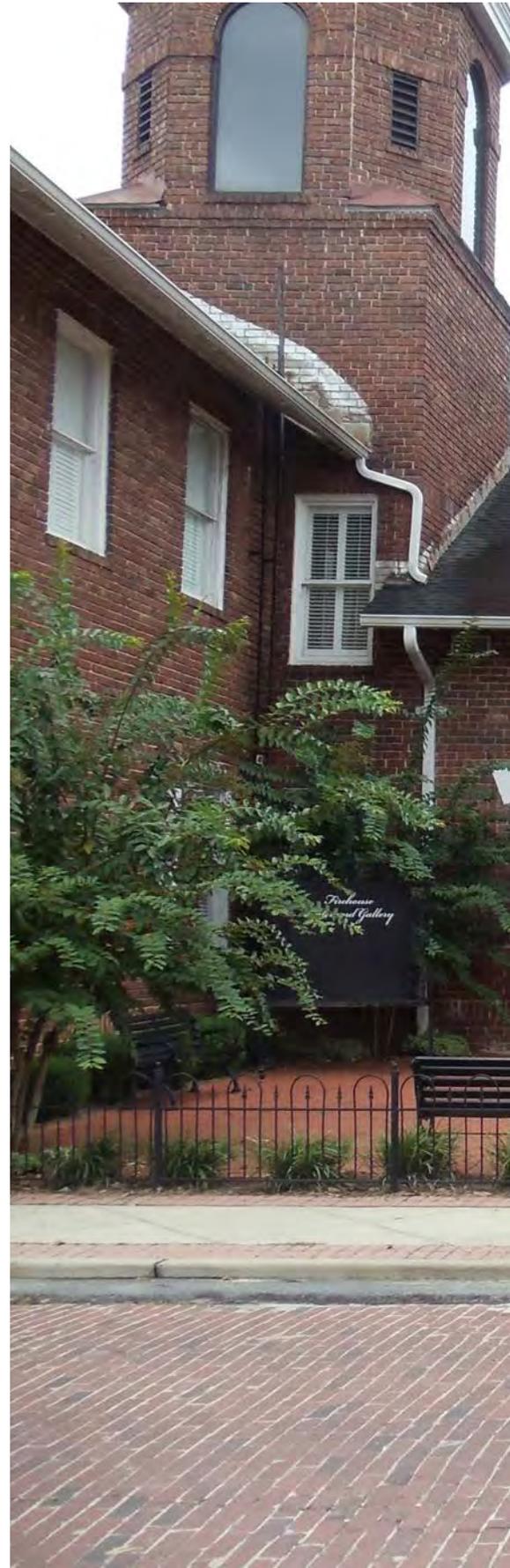
8. Create Renderings:

The City of Bainbridge could partner with the Institute of Government’s Spectrum Studio and the Department of

DESIGN

Community Affairs' Main Street Design Studio to display renderings of currently vacant and derelict buildings. The renderings would illustrate possibilities for the vacant spaces and would be displayed in the windows of the buildings.

- 9. Target Tree Planting:** Bainbridge is known as the City of Oaks. The large historic oaks create an attractive, unique sense of place as well as a valuable and marketable identity. By adding a few oaks at key locations, the entire historic downtown would feel as though it were covered by a canopy of trees. It is also important to plan for tree replacement as the oaks age. By replanting gradually, the downtown and surrounding areas would never appear bare.
- 10. Consider Opting for North Broad Street**
Local Control: North Broad Street, the main downtown street, is currently controlled by the Georgia Department of Transportation. A few issues need to be addressed in regard to North Broad, and local control might be the best way to address them: planting larger trees along the street, reconfiguring parallel parking to angled parking, reducing the speed limit from 35 mph to 25 mph, and adding a second-floor balcony on a building along Broad.





Firehouse Center & Gallery
BAINBRIDGE, GA

DESIGN

PARKING

Broad Street

Before: Broad Street has a somewhat monotone street look with each block having the same two trees and parking arrangement. Lack of seating and shade are also problematic for pedestrians.

After: Through introducing angled parking on one side of the street and curb bump-outs in the extra spaces at the block corners, the City of Bainbridge is able to increase available parking, increase the biodiversity of plantings, and create an overall improved aesthetic for the downtown area. This model utilizes the current street dimensions and can be modified to fit all along Broad Street.

Before:
Aerial view,
Google Maps

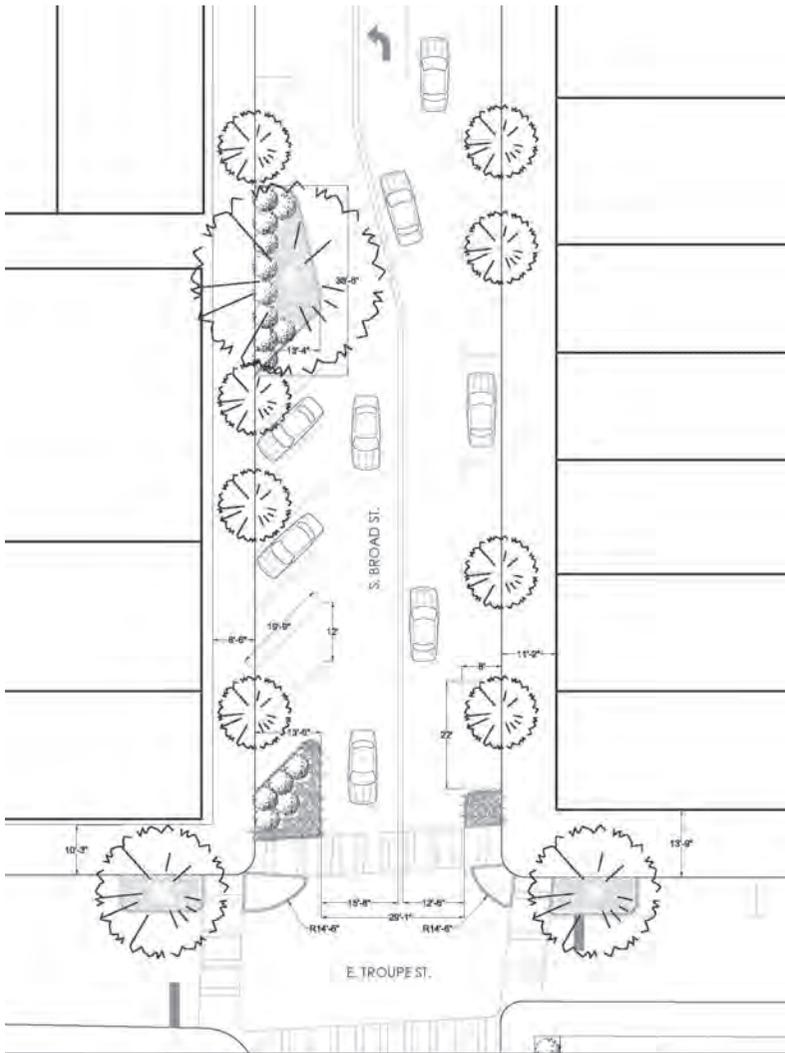


205 State Route 1 Bus, Bainbridge, Georgia, United States
Address is approximate

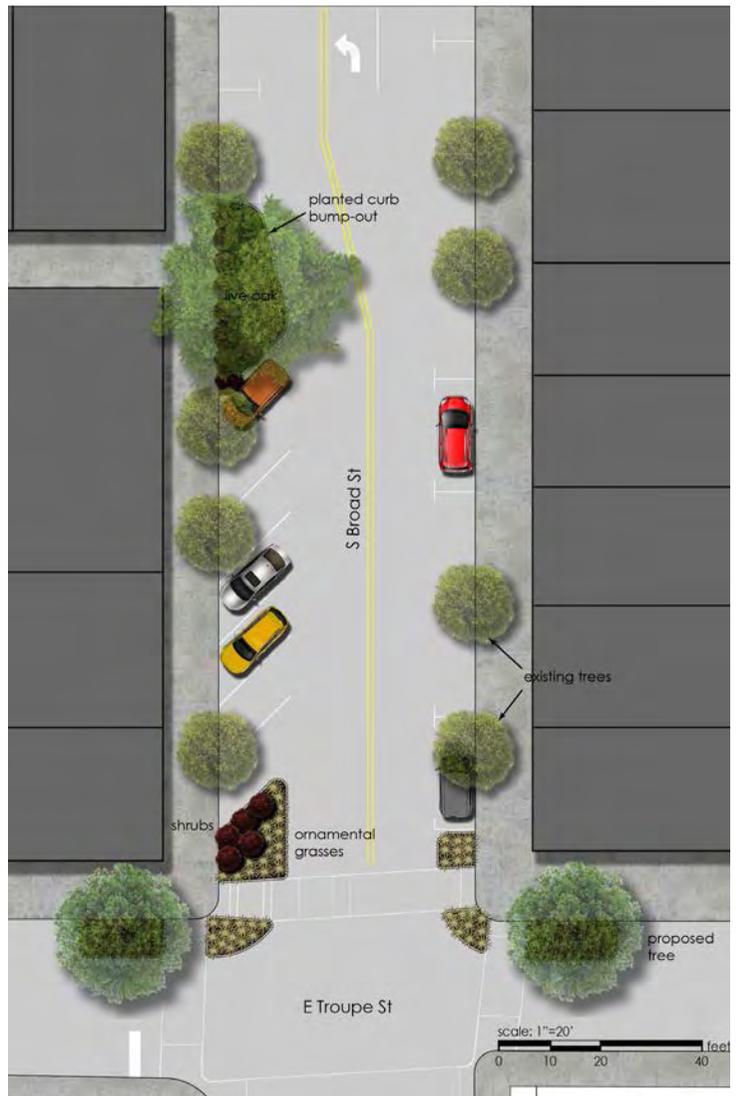


Perspective view,
Google Maps

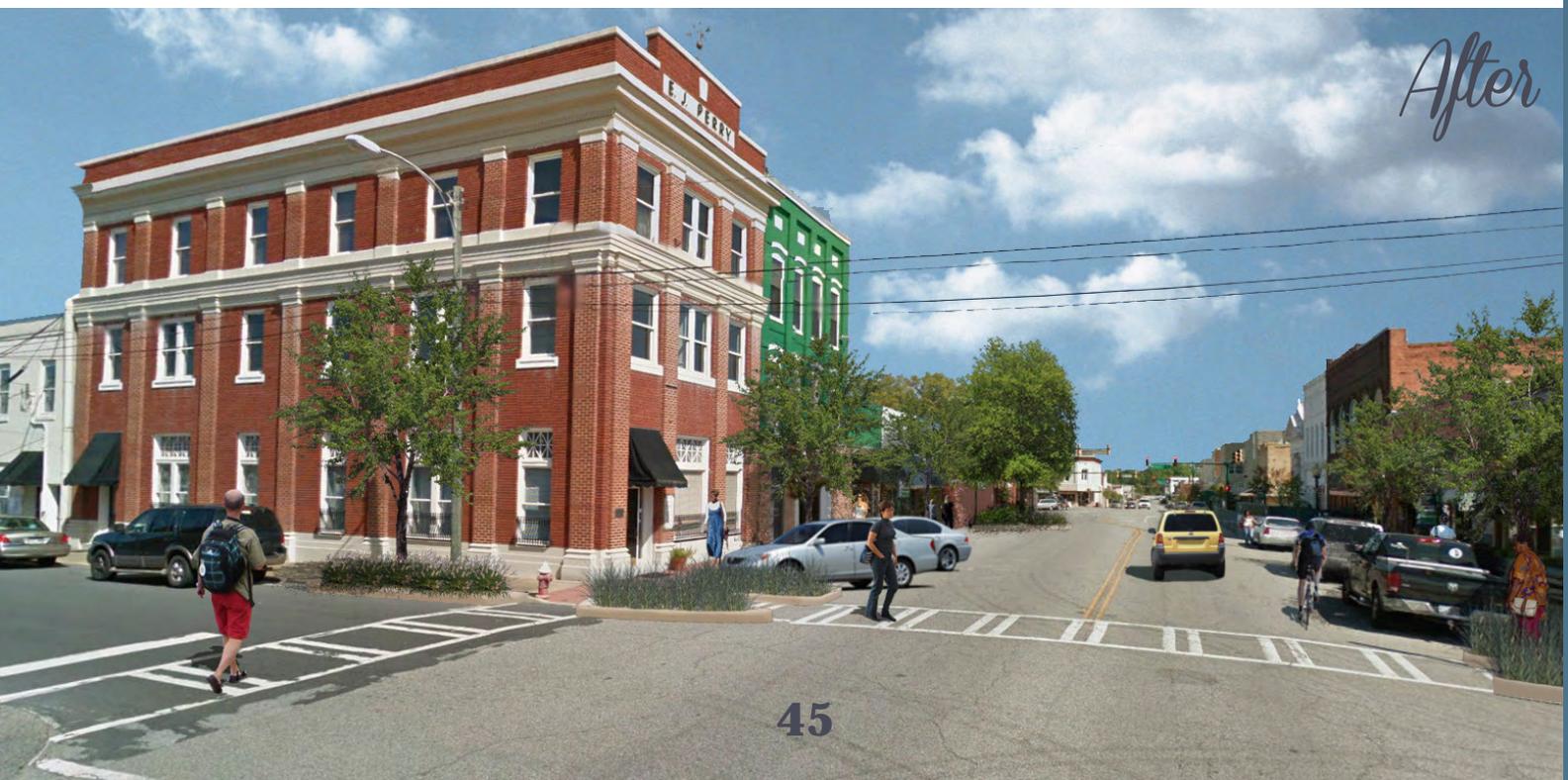
Before



After: Dimensioned Plan View



After: Rendered Plan View



DESIGN

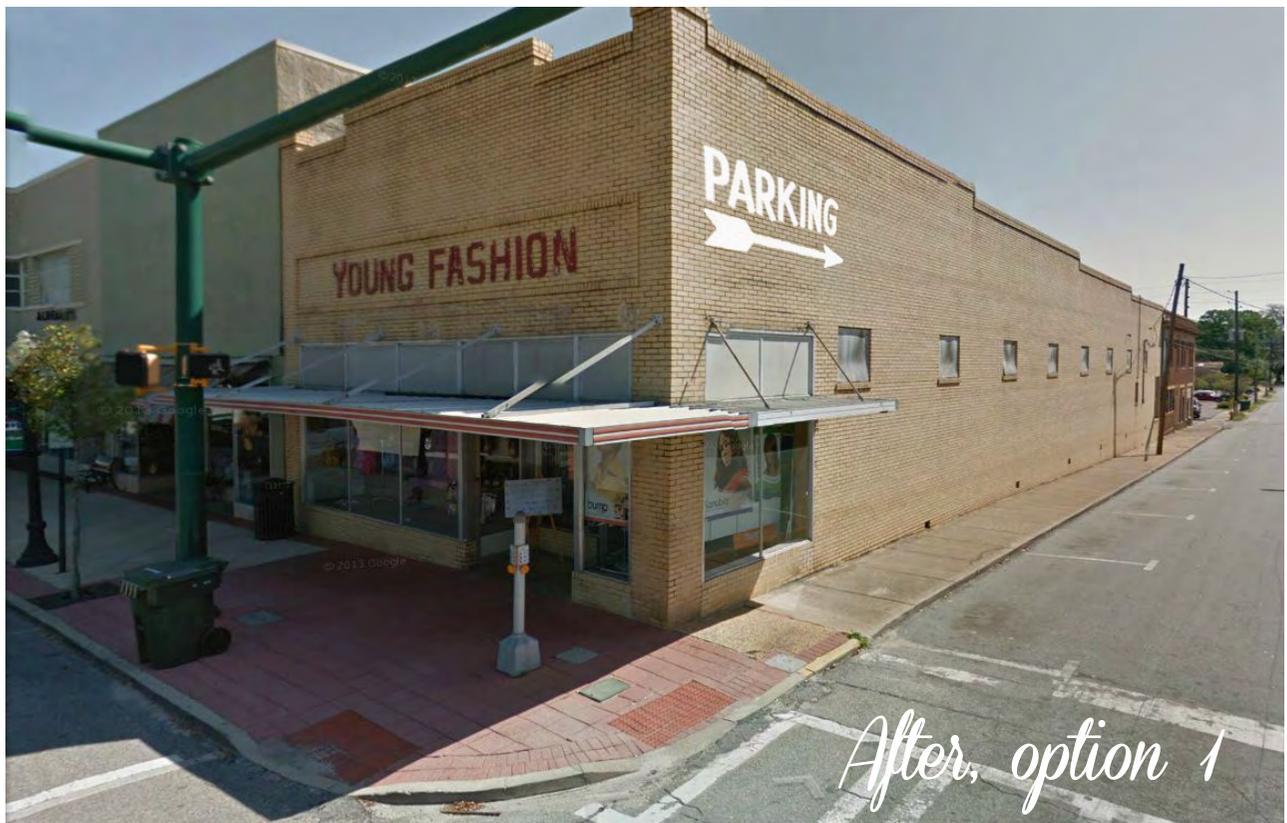
PARKING

Signage

Before: This building is located near downtown parking. There is no sign, however, to let visitors know they are close to the parking lot.



After, option 1: The rendering below shows a painted parking sign and arrow on the building close to the corner, directing drivers to the nearby parking lot.

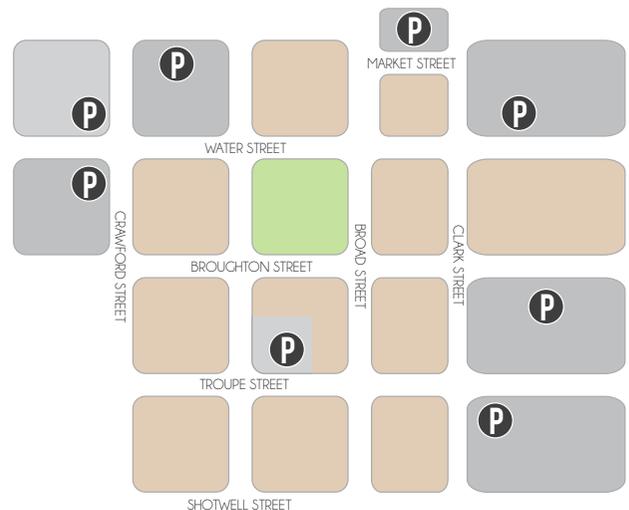




After, option 2

After, option 2: The rendering above shows a mural parking sign with a vintage car directing drivers to the nearby parking lot.

Parking Map: Downtown parking maps like this one can be placed on marketing materials and signs downtown to guide visitors to available parking.



P = AVAILABLE PARKING

DESIGN

PARKING

Parking Lots

Parking was one of the predominant issues mentioned during the public input process. There is a widespread feeling that downtown Bainbridge does not have enough parking; however, this is only a perception. This lot, for example, provides downtown parking but needs signage to direct drivers.

Before: This parking lot is used for downtown parking, however, there is no sign indicating that this is free parking to downtown visitors.

After: The rendering shows the parking lot with improved landscaping and a new downtown parking sign pointing the way to the entrance. The sign is designed using the same shape and color scheme as other downtown Bainbridge signs to improve branding identity throughout downtown.





After

DESIGN

GATEWAYS

Before: This location near the highway off-ramp is a major gateway to downtown Bainbridge.

After: The rendering shows the grass median with new downtown directional signage that reflects the character of downtown, improves branding identity, and catches the eyes of travelers.



Before: This grassy median at the highway off-ramp is a major gateway into downtown Bainbridge.

After: The rendering shows the grass median with new downtown directional signage that reflects the character of downtown, improves branding identity, and catches the eyes of travelers.





DESIGN

GATEWAYS

Cleaning up gateway properties

Before: While there is a small downtown directional sign at the corner of Clark St. and Shotwell St., it is hard to see and does not indicate a sense of arrival or character of downtown Bainbridge. Also, the adjacent property needs repair and does not portray a welcome feeling to those traveling to Bainbridge.



Before

After: The rendering below shows the corner with new downtown directional signage (the same logo design used in other gateway areas to increase downtown branding identity). Shade trees and greening improve the streetscape, and the adjacent property has been fixed.



DESIGN

GATEWAYS

Branding Mural

Before: This building is located at a gateway area to downtown on Calhoun Street.

After: A mural has been added to the building to welcome visitors.



Directional Mural

Before: This photograph shows the intersection of Broad and Calhoun Streets, which is a gateway area to downtown. However, there is no signage present indicating the way to downtown.

After: To direct visitors to downtown, a painted "DOWNTOWN" sign has been added to the Bainbridge Hardware Co. Building. Also, landscaping improvements such as planted grass and shade trees have been added to give visitors a sense of arrival and beautify the streetscape.





DESIGN

GATEWAYS

Bainbridge is known as the City of Oaks. The large historic oaks create an attractive, unique sense of place as well as a valuable and marketable identity. By adding a few oaks at key locations, the entire historic downtown would feel as though it were covered by a canopy of trees.

Before: The photograph below shows a view of Calhoun Street as one approaches downtown Bainbridge.

After: Downtown Bainbridge has a variety of large oak trees. The rendering shows what Calhoun Street could look like if the design element was continued to gateway areas.



Trees in Willis Park





Before: The photograph shows a driveway just off of Calhoun Street heading away from downtown towards the Calhoun Street Bridge.

After: The driveway has been repaved and large oak trees have been planted to continue the design element of large oaks from downtown to gateway areas like this one.

DESIGN

EXPOSE BRICK STREETS

Before: Underneath the pavement, downtown Bainbridge has unique historic brick streets.

After: The rendering shows what this area would look like if the historic brick street was uncovered. The brick street adds more historic character and charm to downtown.





STREETSCAPE

Before: A sidewalk downtown shows cracks, no shade trees exist, and landscaping needs maintenance.

After: The rendering shows how simple improvements make a big difference. The same sidewalk design that is used around the town square in downtown is applied here with the brick edging and street lamps. Basic landscaping improvements have been done and shade trees have been planted.



After

DESIGN

STREETSCAPE

Alley

Before: This alley located off of Broad Street near Willis Square is underutilized. Landscaping and paving are needed to make this a connectivity asset.

After: As shown in the rendering, the alley has been transformed from an unused space to a destination. A sidewalk has been added, along with street lamps and string lights. Landscaping improvements include planted grass and flowers to add more green space to downtown. A deli and ice cream shop are shown in the rendering to activate the space, however, a number of different options are available.

Before



After

Parking Lot Greening

Before: This is a parking lot located in the Historical District.

After: Shade trees have been planted.



Before



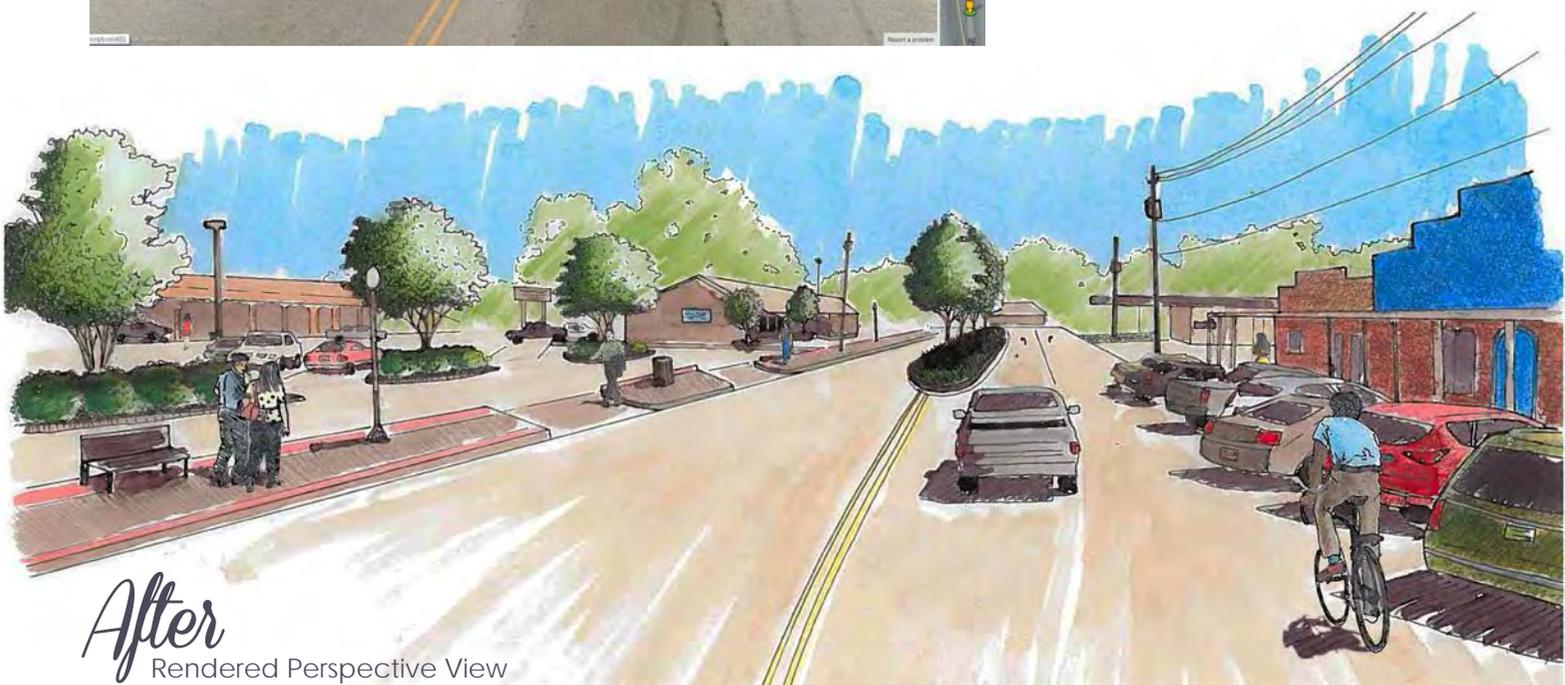
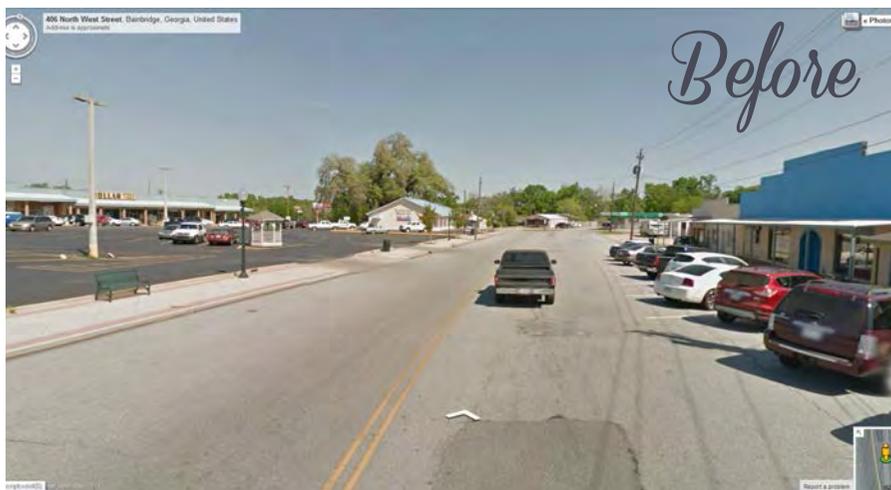
After

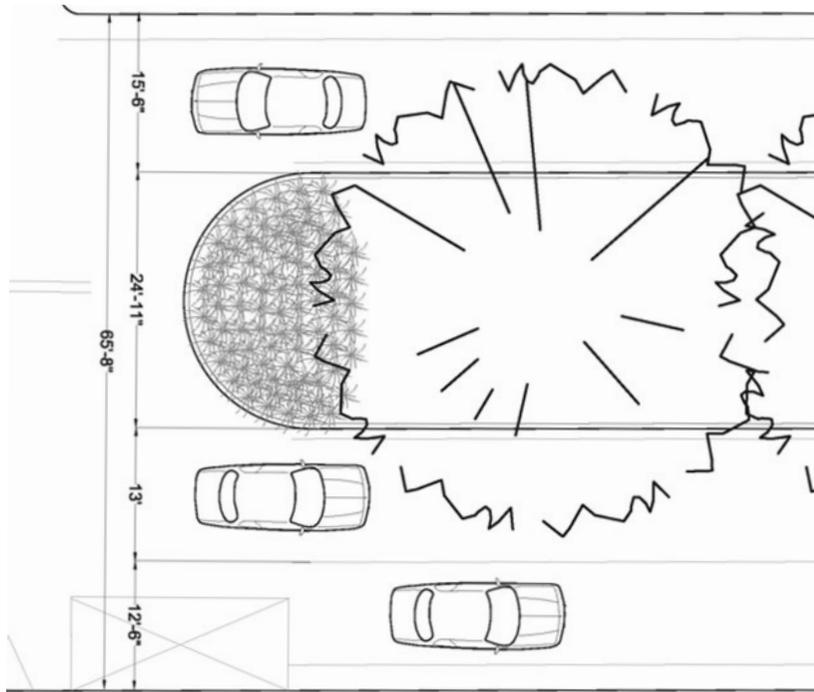
DESIGN

STREETSCAPE

Before: An oversized street adjacent to a treeless parking lot creates a hot and intimidating environment for pedestrians. On the opposite side of the street, vehicles dominate the sidewalk which is normally used for foot traffic.

After: By adding a planted center median and parking lot trees, West Street becomes a much shadier and hospitable environment for all. The median can also be used as an additional gateway for the downtown area by adding signage which fronts Calhoun St. The angled parking for vehicles is retained; however, the sidewalk is made pedestrian-friendly with additional plantings and seating.





After
Dimensioned Plan View



After Rendered Plan View

DESIGN

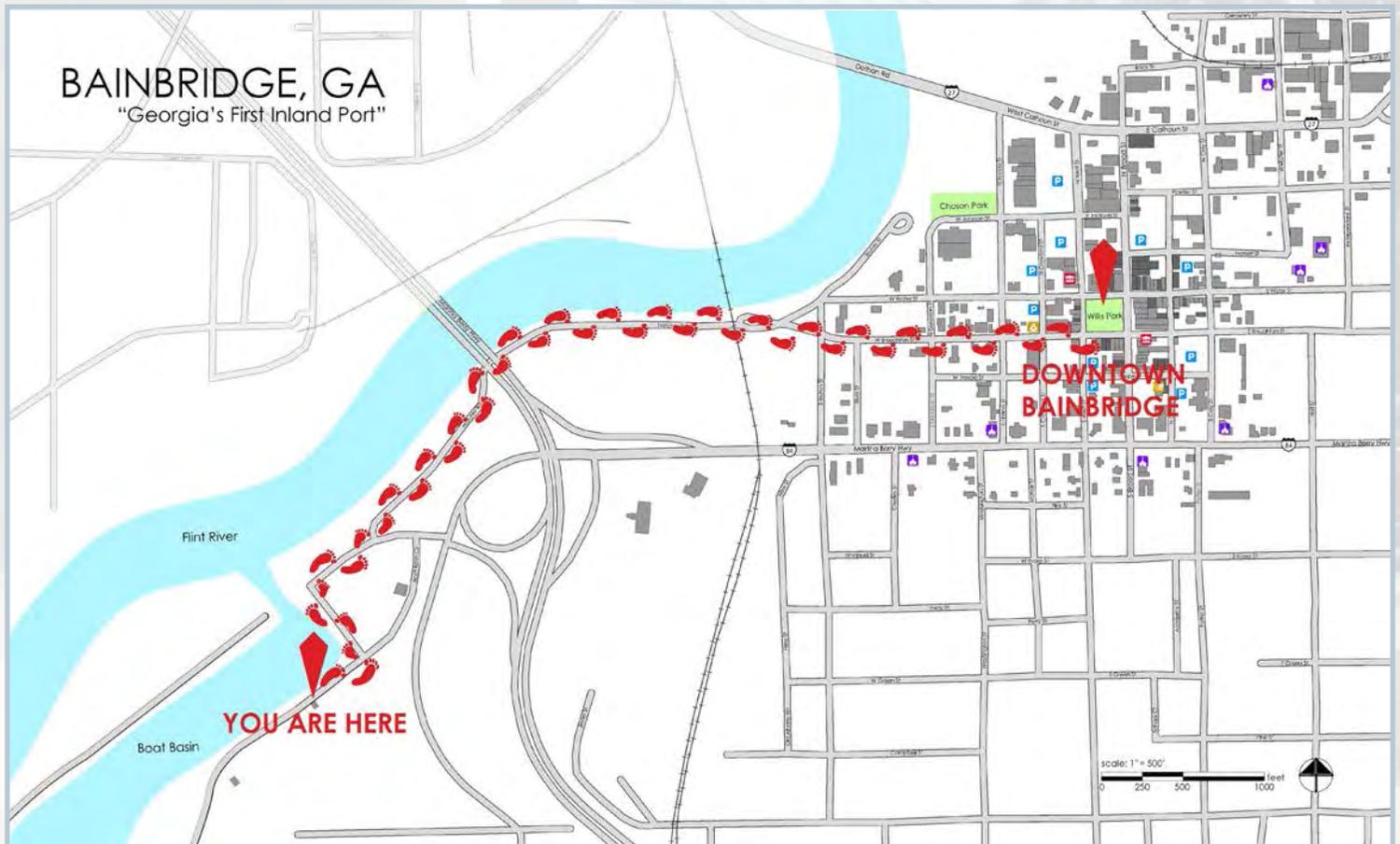
CONNECTIONS

Boat Basin Public Restroom

Before: Currently the new restroom facility at the Earle May Boat Basin serves only one function.

After: A map of Bainbridge can be added to the outside with the best route to downtown in order to better orient visitors to the area during festivals and events.





Orientation Map (shown in the rendering, below left): This map shows the pathway from the Flint River to downtown Bainbridge.

DESIGN

CONNECTIONS

Painted Sign

Before: No signage pointing to downtown exists.

After: Another way to direct people to downtown is to paint it on the ground or on infrastructure. The rendering shows what this could look like using the downtown Bainbridge logo.



Directional Sign

Before: This area near the Flint River is another opportunity for gateway signage that could lead visitors to downtown.

After: The rendering shows improved landscaping and new downtown Bainbridge signage with an arrow pointing the way to downtown via Hatcher Road. This sign utilizes the new downtown logo that is used throughout Bainbridge as a way to increase downtown branding recognition.





ECONOMIC DEVELOPMENT

- 1. Fill Vacant Spaces:** Public input shows that Bainbridge is conscious of the number of vacancies downtown. To make the vacancies less daunting and more active, the Bainbridge DDA could work with local realtors to develop individual signage for each vacant building. For instance, a classic “This building is not vacant, it is full of possibility” sign could be placed in storefronts along with all of the necessary information about the space for rent: information about incentives with web address links, the DDA’s email address, and pricing.
- 2. Beautify Downtown Derelict Properties:** The best way to address the negative appearance of derelict buildings in downtown Bainbridge would be to start with a can of paint. Many of the downtown buildings could be vastly improved with a coat of paint and other minor exterior cosmetic fixes. The property owners of derelict buildings should be contacted for their involvement, but if they are not willing to comply, the Downtown Development Authority and the city could step in to improve the appearance of such buildings.
- 3. Enforce Codes:** Code enforcement can be a difficult tool to utilize, but many of the issues raised throughout the public input process could be addressed through enforcement. A first step could be a city-owned property assessment to determine compliance with current codes. This effort would be a great step forward in reducing the amount of blight and vacancy in downtown Bainbridge.
 - The next step for code enforcement is to address downtown fire safety.* During the public input process, much discussion focused on public safety concerns like downtown buildings not up to code that are used as storage. This is a significant fire safety concern.
- 4. Create Redevelopment Funds:** Derelict buildings were mentioned time and time again throughout the public engagement process. Creating downtown redevelopment funds could act as an incentive to persuade property owners to fix up their derelict properties.
- 5. Recruit New Businesses:** The need to attract new businesses and fill vacant spaces was discussed in multiple focus groups. Currently, the Bainbridge DDA takes many steps to recruit businesses. Some additional steps like categorizing vacant buildings as “move-in ready” or “not move-in ready” could help spur more development.
- 6. Develop Downtown Businesses:** UGA’s Small Business Development Center (SBDC) is currently working with downtown Bainbridge clients. Bainbridge should continue to work with the SBDC for business development guidance, hold training events on a regular basis, and promote training through the merchant group.
- 7. Hold a Downtown Current Economic Incentive Informational Meeting:** The informational meeting would target bankers, realtors, and developers in the city and region, educating them on downtown Bainbridge’s incentives.

8. Create Upper-story Housing Incentives/ Marketing: Bainbridge could take steps to promote the existing upper-story housing in their downtown while developing other incentives for upper-story housing.

- *Safety grants: For instance, wiring and fire safety grants could encourage upper-story housing redevelopment. (Consider creating and implementing a sprinkler system program similar to Dahlonge's.)*
- *Upper-story housing marketing: When marketing Bainbridge's downtown housing, it would be the DDA's responsibility to list upper-story housing options on its website, in addition to developing a waiting list to promote the option. To make people aware of the downtown living option, the DDA could partner with clubs within the community to host an "Upstairs Downtown Tour" of current apartments or staged prospective spaces.*
- *Specifically, market the second floor of the Belcher Building.*

9. Create a Downtown Destination:

Bainbridge's public input suggests that most people want their downtown to be active, beautiful, historic, and vibrant. For Bainbridge to thrive in these ways, it must develop downtown draws. Many residents requested activities or places that will draw children and their parents—activities that will serve the entire family. Also, creating public restrooms would allow for all-day outings.

10. Install a Splash Pad and Playground: The DDA has an existing greenspace/splash pad plan that was created by the DCA Design Studio. If the splash pad project were completed, then the water feature could become the destination that downtown Bainbridge needs. A Youth Main Street Committee should be involved in the planning and design process. Public restrooms should also be incorporated into the plan. Clean public restrooms are critical to keep people downtown throughout the day. Daily and on-going maintenance and safety plans must be incorporated.

11. Revitalize the Historic District: Focus should be on the Chason Park or West Water Street Historic Districts. Streetscape improvements should be coordinated with housing redevelopment incentives to drive downtown housing development in this area. To showcase the value of historic district revitalization, the Historic Preservation Society and the DDA could hold a private tour for bankers and realtors at the unique home in the old grocery freight building as an example of adaptive reuse.

12. Create a Business Recruitment Plan: There is an overwhelming public desire for additional restaurants and shops in downtown Bainbridge. It would be helpful if Bainbridge could explore businesses in similarly sized towns that could be recruited ("recruiting locally").

ECONOMIC DEVELOPMENT



VACANT WINDOWS

Before: The photograph shows a vacant storefront downtown.

After: The rendering (above, right) shows what the storefront would look like if vacant windows were filled with local programs, such as this art show made by students from West Bainbridge Elementary. While the building is still vacant, at least storefront windows will be filled with programs that reflect the character and culture of Bainbridge while the space inside is waiting to be leased or sold.



FAÇADE IMPROVEMENTS

Before: This building on West Street on the square is vacant and has a broken awning.

After: The rendering (below, right) shows what the building would look like if the awning was removed to expose the original transom lights and a new metal awning was installed. Also, a business sign was added.



ECONOMIC DEVELOPMENT

FAÇADE IMPROVEMENTS: A CAN OF PAINT

Sometimes just a can of paint can significantly improve the look of a property.

Before: This corner-facing building is located at the intersection of Broad Street and Planter Street. The blue building, located just right, has a lot of unsightly chipping paint.



After: The blue building has been painted, greatly improving the aesthetic of this corner.



ECONOMIC DEVELOPMENT

FAÇADE IMPROVEMENTS: A CAN OF PAINT

Sometimes just a can of paint can significantly improve the look of a property.

Before: Located on North Broad Street, this building could use some paint and cleaning up.



After: The rendering (right) shows what it would look like if the building was painted white and minor landscaping improvements were made.



After: The rendering shows what it would look like if a bass mural was added to the improvements.



ECONOMIC DEVELOPMENT

FAÇADE IMPROVEMENTS: A CAN OF PAINT

Sometimes just a can of paint can significantly improve the look of a property.

Before: This vacant building is located on North Broad Street and is in need of painting and repair.



After: Bainbridge is known as Georgia's Inland Port City. The rendering below shows how a couple cans of paint could not only improve the aesthetic of this façade, but also capture the unique nautical history of Bainbridge.



ECONOMIC DEVELOPMENT

FAÇADE IMPROVEMENTS: A CAN OF PAINT

Sometimes just a can of paint can significantly improve the look of a property.

Before: A vacant, derelict building front is an eyesore to the local community.



Before



After; With a fresh can of paint and some elbow grease, this building façade is renewed. Local artists or even school groups can be invited to paint murals on the brickwork for temporary advertising, wayfinding signage, or simply pieces of art can be on display. Once an eyesore to the neighborhood, the building becomes a source of community pride.

ECONOMIC DEVELOPMENT

FAÇADE IMPROVEMENTS: A CAN OF PAINT

Sometimes just a simple can of paint can significantly improve the look of a property.

Before: This building on North Broad Street is currently vacant and for rent. In need of much repair, it may be difficult to attract a tenant.



After: With a paint job and new awning, this property looks much better.



ECONOMIC DEVELOPMENT



VACANT LOT

Before: This empty lot is located on North Broad Street.

After: The rendering shows how the space could be used for seasonal events, such as Christmas tree sales.



FAÇADE IMPROVEMENTS

Before: This building is located on N. Broad Street. It is currently occupied by two businesses, Joe & Bev's Resurrection Car Wash and Brinson's Barber & Beauty Shop. The building looks dirty and outdated, and signage is small and hard to read from the road.

After: Two colors of paint have been added to differentiate the businesses and clean up the building's exterior. Window sills and door frames have been painted white and air conditioning units have been removed. New and larger signage has been installed for both businesses to create brand identity and make them more noticeable to road traffic.

Logo design: The logo concept shown left is a new design shown in the rendering (right). The concept is inspired by existing signage on the building.





ECONOMIC DEVELOPMENT

FAÇADE IMPROVEMENTS

Before: As shown in the photograph below, The “Rich’s Casuals” building located on East Water Street is vacant and needs some maintenance.

After: As shown in the rendering (right), the building’s original brick façade has been restored (as seen in the historic photograph). The upper story is now downtown loft living space with windows and a double door installed. The ground level is shown as being occupied by an antiques business.





ANTIQUES

bainbridge
ANTIQUES

After

Decatur County Courthouse
DOWNTOWN BAINBRIDGE, GA





SHORT TERM ACTION ITEMS

BY COMMITTEE

ORGANIZATION

ACTION ITEM: DOWNTOWN BAINBRIDGE ART & WINE WALK

Lead: Cheryl Carvajal & Amanda Glover

Partners: Vicki Bailey, Rollins Miller, Suzy Loeffler

Timeline: April 17 Kick-off (4:00–8:00 pm) through May 3

Funding:

- DDA—ticket and brochure printing, wine glasses
- B-DCCA—children’s art kits (giveaway)
- Businesses—wine/food purchases

Obstacles:

- Obtaining enough participating businesses
- Gathering enough participating artists

Steps:

1. Approach businesses to recruit the targeted number of artists.
2. Gather willing artists to submit applications by March 21.
3. Consider recruiting top high school artists.
4. Match artists to businesses, and create contact links.
5. Design the brochures.
6. Get the word out through all media outlets.
7. Sell tickets/order glasses/print brochures.
8. Set up artwork (April 14–17).
9. 3:00 pm, April 17: Set-up tables, etc.
10. 4:00–8:00 pm, April 17: Run event, photograph windows/displays
11. May 3, assist artists with tear down/removal of art.
12. Solicit feedback via survey from artists and business owners.

ACTION ITEM: DOWNTOWN MERCHANTS ASSOCIATION

Lead: Shawn Edwards

Partners: Amanda Glover, Lee Tennyson, Lori Shiver

Timeline: 2nd and 3rd quarter, 2014

Funding: Merchants' dues

Obstacles: Vacant/ unoccupied/ blighted buildings; unwilling merchants

Steps:

1. Coordinate meetings with downtown merchants and property owners; establish an association, charter, etc.; assign duties and responsibilities.
2. Coordinate/ partner with Chamber, CVB, DDA.
3. Create cooperative advertising such as billboards, TV, radio, etc. to promote downtown merchants.
4. Begin planning events (i.e., First Friday, street dance) to bring people downtown and bring merchants together.
5. Create website/ social media outlets to advertise and promote events, businesses, available properties, and job openings.

ORGANIZATION

ACTION ITEM: INVOLVE BAINBRIDGE STATE COLLEGE STUDENTS IN THE DEVELOPMENT OF SEVERAL ADVERTISING CAMPAIGNS FOR THE DOWNTOWN DEVELOPMENT AUTHORITY

Lead: Brian and Karen Cook

Partners: Bainbridge State College administration and students

Timeline: Students need to be involved during the brainstorming of these projects.

Funding: Should be little to no cost for development. Just the printing and any ads deemed necessary for a successful campaign.

Obstacles: Simple coordination of all assets

Steps:

1. Contact college counselors, SGA, and student ambassadors and arrange a meeting to talk to the students.
2. Pitch for interns to head the project.
3. Coordinate all assets and arrange meetings with students.
4. Give them a clear timeline and express expectations.
5. Set measurable goals for execution and roll-out.
6. The DDA will have the final say on what is published and what is not.
7. Allow a final grade for projects and feedback from the panel.

I think a student-based ad campaign will add a youthful flavor to our ad campaign and give students the ability to do some real world design. Also getting the college on board with this not only equates to manpower but a substantial cost saving.

ACTION ITEM: VOLUNTEER RECRUITMENT

Lead: Amanda Glover

Partners: Community

Timeline: Continual

Funding: N/A

Obstacles: N/A

Steps:

1. Find potential volunteers in the community.
2. Listen to new ideas presented by the volunteers.
3. Place volunteers in their area of interest.

PROMOTION

ACTION ITEM: THIRD FRIDAY

Lead: Adrienne Harrison

Partners: DDA, Downtown Businesses

Timeline: Hold event by the end of May 2014

Funding: CVB

Obstacles: Other communities' events, getting businesses to buy in

Steps:

Choose a date (maybe April or May?).

- May 16, 2014
 - Street Dance: End of year school blowout (Dr. Rayfield)
 - Downtown movie night: project movie on side of Bainbridge Little Theatre (Fall 2014)
 - Downtown Living History Tour (Fall 2014)
1. Create a downtown steering committee group made up of businesses and students from the high school and college.
 2. Find entertainment that will attract crowds of all ages to the street dance.
 3. Encourage businesses to stay open late (maybe offer sales or other attractions?).
 4. Create ads for the local newspaper.
 5. Create fliers to distribute at downtown businesses and local schools.
 6. Visit the local radio station to talk about the events.

✓ ACTION ITEM: RIVER TOWN DAYS PARKING

Lead: Jessica Barwick

Partners: Chamber, CVB, DDA

Timeline: Finalize logistics by February 28, 2014. Have all materials printed by March 7, 2014.

Funding: DDA

Obstacles: Other parking areas, visibility, getting people to travel down Shotwell Street instead of bypass

Steps:

1. Secure two trolleys from Ag Expo.
2. Find drivers for the trolleys.
3. Decide on what parking areas to promote.
4. Decide on a pick-up point for the trolleys.
5. Develop the banner and signage for the parking and pick-up points.
6. Develop the route for the trolleys.
7. Work with RTD to promote the downtown parking areas.
8. Encourage stores to promote downtown parking for the event.
9. Create a generic brochure about Downtown Bainbridge.



PROMOTION

ACTION ITEM: CHAMBER OF COMMERCE YOUTH PROGRAM DOWNTOWN EXCURSION DAY

Lead: Diane Strickland

Partners: Chamber of Commerce, City and downtown non-profits

Timeline: Two months, then yearly

Funding: N/A

Obstacles: N/A

Steps:

1. Schedule a partners meeting.
2. Develop a one-day youth schedule.
3. Deliver a downtown leadership day.
4. Survey feedback.
5. Schedule for following year.

DESIGN

ACTION ITEM: EXPOSE BRICK STREETS AROUND WILLIS PARK

Lead: Tom Conger

Partners: To be determined

Timeline: To be determined

Funding: City of Bainbridge

Obstacles: Getting Mayor and City Council on board

Steps:

1. Call the City of Thomasville and learn how much it cost to remove asphalt and restore its brick streets.
2. Discuss the pros and cons of brick streets.
3. Call the City of Bainbridge and determine the cost for the West Water Street.
4. Determine possible funding options.
5. Meet with the Mayor and Council to discuss exposing brick street.
6. Finish work on West Water Street (in front of the Courthouse).
7. Prioritize which streets to uncover.

ACTION ITEM: REPLANTING OF SHADE TREES IN DOWNTOWN

Lead: Meredyth Earnest and other members of design committee

Partners: Hal Earnest, City of Bainbridge, possibly the Georgia Urban Forest Council (gufc.org), and local urban forester, if applicable

Timeline: To be determined

Funding: To be determined, possibly fundraisers or “name a tree” promotion

Obstacles: Funding, space downtown to plant on right of ways

Steps:

1. Determine if downtown Bainbridge has access to an urban forester or a key person employed to deal with trees in downtown.
2. Contact that person.
3. Create a downtown tree asset map.
4. Determine public spaces suitable for tree planting.
5. Develop plan goals for the replanting of trees.
6. Determine private spaces suitable for tree planting.
7. Outline funding needed to achieve these goals.
8. Develop a fundraising plan or secure a program sponsor.
9. Promote that it is happening.
10. Plant the trees.
11. Partner with the City Tree Committee.

DESIGN

✓ ACTION ITEM: UPDATED GRAPHICS FOR DOWNTOWN

Lead: Nikki Rich

Partners: DDA

Timeline: Graphic complete, board approved

Funding: N/A

Obstacles: N/A

Steps:

1. Survey citizens and ask what Bainbridge means to them.
2. Meet with Amanda and Adrienne to discuss ideas and color.
3. Create the logo and branding concepts.
4. Present the logo concepts and determine the final look.
5. Get DDA Board approval.
6. Utilize the new designs.
7. Celebrate the new designs.
8. Communicate the success through all media outlets.

Updates:

1. Inspiration: old southern town, hometown, roots, classic American architecture, the River, love of outdoors and nature, welcoming people, close-knit community
2. After taking these descriptions to heart, we decided the logo should have a historic, traditional feel while keeping it fresh and modern. It should also reflect the southern architecture in downtown. The colors chosen are historic and complement the paint schemes present in downtown today. They are also complementary to the DDA website.
3. While creating the downtown logo, we are concurrently working on a logo for Bainbridge. We are very close to a finished logo and are awaiting council approval. The logos for downtown and the city will be complementary in design and color.



DESIGN

ACTION ITEM: DOWNTOWN BAINBRIDGE PARK AND CHILDREN'S PLAY AREA

Lead: Julie Harris

Partners: Sonya Dean, Christi Surratt

Timeline: Completion expected in Spring 2015

Funding: Land: city owned; restroom facilities: city provided; parking lot: city provided; lighting: city provided; play structures and tables: donations from civic organizations

Obstacles: Lack of existing lighting, lack of restroom facilities, possible security issues, lack of parking

Steps:

1. Work with Bainbridge city leaders to select an appropriate location.
2. Select and get approval on the play structure from the City of Bainbridge.
3. Get a lighting plan from the City of Bainbridge.
4. Get a parking plan from the City of Bainbridge.
5. Get a restroom facility plan from the City of Bainbridge.
6. Get a signage plan from the City of Bainbridge.
7. Approach local civic organizations about support.
8. Complete funding.
9. The City of Bainbridge will install lighting, signage, parking, and the play structure.
10. Promote the park through local radio and newspaper spots.
11. Work with Bainbridge Public Safety on a continuing basis.

ECONOMIC DEVELOPMENT

ACTION ITEM: ENTREPRENEUR TRAINING

Lead: Zack Parsons/Stephen Whittaker

Partners: Zack Parsons/Stephen Whittaker/To be determined

Timeline: Host first training in summer 2014

Funding: Fee for admission/Sponsorships (I think we need to work to make it free to entrepreneurs.)

Obstacles: Identifying and publicizing to entrepreneurs; funding the program

Steps:

1. Identify downtown success stories in Bainbridge and other communities.
2. Meet with local business owners to identify keys to developing a successful and effective business plan.
3. Meet with SBDC to discuss consulting opportunities available to entrepreneurs. Identify how entrepreneurs can prepare for an effective meeting with SBDC.
4. Meet with local lending institutions to identify common keys for successful and effective loan requests. Identify underwriting requirements that are common across local lenders.
5. Identify incentives or small business/downtown loan programs to entice entrepreneurs to develop downtown.
6. Design an entrepreneurs' package that includes a list of key contacts (DDA, lending institutions, realtors, SBDC, etc.), downtown success stories, a checklist of items needed for effective meetings with SBDC and lending institutions, advice from successful business owners, and a list of available properties in downtown.
7. Present this package to DDA.
8. Develop entrepreneurs' workshops.
9. Meet with the college to see if it is interested in participating/hosting entrepreneurs' workshops.
10. Hold the first workshop in the summer of 2014.
11. Based on the results of the workshop, tweak the plan.

ACTION ITEM: ARTIST-IN-RESIDENCE PROGRAM (“AIR”)

LEAD: Rollins Miller

Partners: Frank Aultman, Arts Council (BDCCA)

Timeline: One year to develop plan and find space

Funding: To be decided

Obstacles: Finding a suitable space

Steps:

1. Develop a business plan that explains and defines the project.
2. Develop the pros and cons.
3. Create a financial plan.
4. Find an initial starter space.
5. Recruit artists.
6. Work the plan.

ECONOMIC DEVELOPMENT

ACTION ITEM: ECONOMIC INCENTIVE PACKET

Lead: Amanda Glover

Partners: Adrienne Harrison

Timeline: Complete by April, 2014

Funding: for printing and binding \$300.00

Obstacles: N/A

Steps:

1. Evaluate incentive programs.
2. Prioritize information.
3. Spectrum Studio will create the initial packet layout.
4. Amanda and Adrienne will edit and adjust the design.
5. Organize properties by "move-in ready" status.
6. Send the document to the printer.
7. Disseminate the new packet to potential developers.

ACTION ITEM: NEW BUSINESS DOWNTOWN

Lead: Matt Palmer and Rob McRae

Partners: To be determined

Timeline: 2014

Funding: N/A

Obstacles: Existing businesses and financial concerns

Steps:

1. Gauge interest among local restaurant owners.
2. If interested, Rob will prepare financials for potential restaurant additions.
3. Sit with the potential business owner and present a business plan.
4. Help coordinate with property owners and begin building/ opening of the new restaurant.
5. If not interested, begin to search for small franchises/ ideas.
6. Collect information on franchises and costs.
7. Prepare a business plan for a presentation.
8. Make a list of potential investors.
9. Present the plan to those who are interested.



201 North Milledge Avenue
Athens, GA 30602-5482
www.cviog.uga.edu

CITY COUNCIL MEETING

April 20, 2015

TITLE: READY STREET DRAINAGE IMPROVEMENTS

PURPOSE: To authorize the Mayor to sign a contract with Thomas and Hutton Engineering Company for the design of the project at a cost of \$25,200 and to sign a contract with Resource and Land Consultants for environmental permitting at a not to exceed cost of \$31,500.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The ditch area along the St. Marys Intracoastal Gateway (SMIG) Property on Ready Street continues to silt up as a result of the tidal flow from the St. Marys River. Thomas and Hutton was asked by the city to provide an engineering cost for drainage improvements for this ditch as well as tie the existing multiuse trail on St. Marys Street into the SMIG property. Due to the environmental issues at this location, both the US Army Corps of Engineers and the Georgia Department of Natural Resources have jurisdictional areas and both will require permitting. Since the environmental permitting is ever changing, Thomas and Hutton contacted Resource and Land Management to provide a proposal for the environmental permitting. Both proposals are attached.

Funding for this project would come from SPLOST VII.

Department Director: _____

City Manager: _____

THOMAS & HUTTON

50 PARK OF COMMERCE WAY | SAVANNAH, GA 31405
912.234.5300 | WWW.THOMASANDHUTTON.COM

February 26, 2015

Mr. Bobby Marr
Public Works Director
City of St. Marys
819 Point Peter Road
St. Marys, GA 31558

Re: Ready Street Road/Drainage Improvements
St. Marys, Georgia
Letter Agreement for Services

Dear Mr. Marr:

Thank you for requesting our consulting services for the referenced project. It is our understanding the City of St. Marys wishes to replace approximately 250 linear feet of tidally influence, Ready Street outfall channel with a piped conveyance system and tide gate. Furthermore, the City wishes to construct a sidewalk over the proposed pipe conveyance from the Stable Alley to St. Marys Street that will tie into the St. Marys Multi-use Pathway - Phase III project. It should be noted that given existing elevations along Ready Street range from 3 to 4 (NAVD88) in the area of the project, the proposed piped conveyance system and flap gate will not cease tides higher than elevation 3.5 to 4 from potentially flooding Ready Street. Flap gate function will be directly dependent on regular maintenance and removal of debris that can prohibit the gate from closing during surcharged tidal conditions. To be cost effective, this project proposes to supplement the topographic survey completed by Jackson Surveying Inc., for the St. Marys Multi-use Pathway Phase III project. This letter agreement does not include environmental consultant services. These services have been proposed by Resource + Land Consultants, Inc. under a separate agreement.

Our services will consist of the Survey Phase, Design Phase, Permit Phase, monitoring during the Construction Phase and Closeout Phase, as set forth in the General Provisions, supplemental exhibits, attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

____ Owner's Initials
 Consultant's Initials

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
Survey:	Fixed Fee - Budget	\$ 1,500.00
Design:	Fixed Fee - Budget	\$ 9,800.00
Permit:		
Construction Permits	Fixed Fee - Budget	\$ 3,500.00
Wetland Permit Drawings	Fixed Fee - Budget	\$ 2,400.00
Construction:		
Bid Assistance	Fixed Fee - Budget	\$ 3,000.00
Observation	Fixed Fee - Budget	\$ 4,000.00
Reimbursable Expenses:	Time & Expense - Budget	\$ 1,000.00
Additional Services:	Time & Expense	

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through construction.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable construction cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

This proposal between The City of St. Marys ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services on a Time & Expense Basis Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

If the arrangements set forth in these documents are acceptable to you, please sign and initial the enclosed documents in the spaces provided below and return to us. This proposal will be open for acceptance until March 31, 2015, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

_____ Owner's Initials

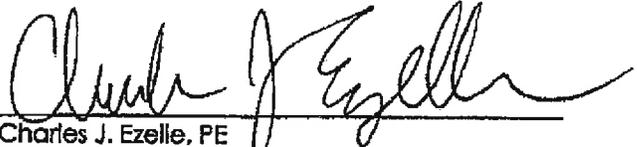
 Consultant's Initials

Mr. Bobby Marr
Letter Agreement for Services
February 26, 2015
Page 3

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By 
Charles J. Ezelle, PE
Principal/ Brunswick Regional Director

By 
Kevin M. Smith, PE, CFM
Principal/Water Resources Group Leader

KMS/mbw

Enclosures: Scope of Services
General Provisions
Consulting Services Rate Sheet

ACCEPTED: _____, 2015

By _____

TITLE

Owner's Initials

 Consultant's Initials

SCOPE OF SERVICES

Thomas & Hutton's consulting services have been requested to replace approximately 250 linear feet of tidally influence, Ready Street outfall channel with a piped conveyance system and tide gate. Furthermore, the City wishes to construct a sidewalk from the Stable Alley to St. Marys Street that will tie into the St. Marys Multi-use Pathway – Phase III project. It should be noted that given existing elevations along Ready Street range from 3 to 4 (NAVD88) in the area of the project, the proposed piped conveyance system and flap gate will not prohibit tides higher than elevation 3.5 to 4 from potentially flooding Ready Street. Flap gate function will be directly dependent on regular maintenance and removal of debris that can prohibit the gate from closing during surcharged tidal conditions. To be cost effective, this project proposes to supplement the topographic survey completed by Jackson Surveying Inc., for the St. Marys Multi-use Pathway Phase III project. This letter agreement does not include environmental consultant services. These services have been proposed by Resource + Land Consultants, Inc. under a separate agreement.

1. **SCOPE OF SERVICES**

A. **Survey Phase**

Items to note:

1. **Topographic Survey**

This project anticipates utilizing the topographic survey previously performed by Jackson Surveying, as prepared for the St. Marys Multi-Use Pathway Project. Consultant will supplement existing topographic and record survey with additional information to provide adequate information for design. Visible utilities and appurtenances will be located.

2. **Jurisdictional Line Survey**

This proposal intends on using the existing survey line delineated by Resource and Land Consultants as shown on the plat known as "A Parcel of Land Lying in the City of St. Marys, 29th G.M.M., Camden County, Georgia," prepared by Jackson Surveying, Inc. It should be noted that the Georgia Department of Natural Resources Coastal Resource Division jurisdictional determination for the subject jurisdictional line expires on April 22, 2015. Should the GA DNR jurisdictional line determination expire prior to commencement of the project, a new jurisdictional line survey may be required. Although not anticipated, the jurisdictional line survey can be provided as additional services upon executed contract amendment.

_____ Owner's Initials

 Consultant's Initials

B. Design Phase

1. Engineering Design

After completion of Survey Phase the Consultant shall prepare outfall improvement plans. These plans shall be submitted to the Owner for review. The site development plans will include:

- Grading – finished contours, sidewalks, and grading information.
- Drainage – structure location, pipe route and size, inverts and slopes, including preparation of design calculation.
- Erosion Control – for sidewalk and drainage systems
- Construction Details – sidewalks, drainage and erosion control.
- Quantity Takeoff and Opinion of Probable Construction Cost for drainage systems and sidewalks, including cut and fill calculations for earthwork.
- Technical specifications for selective demolitions, clearing, earthwork, drainage systems, and sidewalks.
- Design calculations – storm drainage
- Attendance at one (1) project meeting
- Coordinate with Geotechnical Consultant – The Owner will retain a geotechnical consultant to perform subsurface investigations and pavement design for the project. The Consultant will coordinate with the geotechnical consultant regarding needs of the project and preliminary design information for the project.

C. Permit Phase

1. Permits

Consultant shall assist Owner with the preparation of submittal packages for the development approval. The payment of fees associated with the application process is the responsibility of the Owner. Consultant shall submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for this project include:

- City of St. Marys
- Natural Resource Conservation District

Submittal fees are not included in our fee schedule and shall be provided by the Owner at the time of submittal. Consultant will assist Owner in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments and if requested, meeting with the agencies on behalf of the Owner.

2. Erosion Control Permit

Consultant will assist the Owner in compliance with the requirements of the permit to Discharge Storm Water Associated with Construction Activity. This assistance may include, when requested by the Owner:

____ Owner's Initials

TH Consultant's Initials

- Submit Notice of Intent (NOI) to the State on behalf of the Owner (as a Primary Permittee). This will include a certification that the Erosion, Sedimentation, and Pollution Control Plan (ES&PCP) has been prepared in accordance with the General Permit.
- Provide an initial observation of the measures installed under the ES&PC within one (1) week after construction activities commence. Additional observations will be conducted as other measures required by the Plan are installed.
- Prepare and submit, as warranted, amendments to the ES&PCP.

The Consultant's services **do not** include:

- Qualified personnel to monitor maintenance of ES&PC measures.
- Continuous monitoring of maintenance of ES&PC measures
- Monitoring of NTU's at outfalls or receiving streams
- Submittal of monthly reports to EPD
- Submittal of Notice of Termination (NOT) and certification

3. **Wetland Permit**

Consultant shall prepare standard letter size permit drawings for inclusion in a permit application package to the US Army Corp of Engineers and the Georgia Department of Natural Resources Coastal Marshland Protection Act Permit. Permit applications are to be prepared by the environmental consultant to be retained by the City. Consultant shall revise plans according to agency comments one (1) time.

D. **Construction Phase**

Consultant will provide the following services for the Construction Phase:

1. **Bid Process**

Consultant shall assist Owner during the bidding process of the project. The Consultant will prepare the bid form and a project description for the use by the City in advertising the project. The Consultant will attend the pre-bid conferment to assist the City in answering technical questions related to the bid documents. The Consultant will then review the bids for the project and provide a recommendation to the City for award of the project. The fee for this task assumes one (1) bid process.

2. **Construction Services**

During the course of construction, the Consultant will provide the following services:

- Review material data, shop drawings, and construction schedules provided by the Contractor.

____ Owner's Initials

 Consultant's Initials

- Provide construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent.
- Attend final field inspections by regulating agencies for the project.
- Review record drawings provided by Contractor.
- Request project acceptance by applicable agencies.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

The fee for this task assumes a 4- day construction period with the consultant providing construction observation services once a week. The Consultant provides construction services as defined above for the work designed by the Consultant. Other construction work that may occur on site is the responsibility of other design professionals or the Owner and expressly not the responsibility of the Consultant.

3. Record Drawing Review

Consultant shall prepare record drawings based on information supplied by the Contractor. The Contractor will provide a survey regarding the constructed facilities. The survey provided by Contractor shall be certified by a registered surveyor licensed in the state in which the work is performed, if required by the governing agency. The scope does not include field work on the part of the Consultant. The information will be compiled in an AutoCAD format by the Contractor and submitted to the Consultant. The Consultant will review this information to reasonably ensure that the information submitted meets the intended design. The Consultant **shall not verify or certify** that the information submitted by the Contractor or Contractor Representative is correct.

E. Exclusions

Items not included in the scope of services are as follows:

- Topographic and record survey
- Land planning
- Water and sewer system design and relocation
- Accessibility construction compliance verification
- Archaeological survey and report
- Wetland/Coastal Marshland Protection Act Permit
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments

____ Owner's Initials

 Consultant's Initials

- Endangered species survey and report
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Georgia Department of Transportation permits or approvals
- Telephones, cable television, gas, and power distribution systems

These items can be coordinated or provided, if requested by the Owner in writing.

2. **PERIODS OF SERVICE**

A. **Design Phase**

After the Survey Phase required for design is complete, Consultant will commence work within five (5) business days and complete work described in this phase within thirty (30) business days.

B. **Permit Phase**

Consultant will commence work within five (5) business days after receipt and complete work described in this phase when all permits are obtained. The Consultant cannot control the time required for the review and/or approval of permit submittal documents by regulatory agencies.

C. **Construction Phase**

This Phase will commence with the execution of the contract documents and will terminate upon written recommendations for final payment to the Contractor. For purposes of this letter agreement, we are assuming a 45-day construction period to complete this project.

____ Owner's Initials



____ Consultant's Initials

PAYMENT FOR SERVICES

For services rendered, Owner shall pay Consultant as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

Consultant reserves the right to suspend work hereunder or any other work to be performed by Consultant for Owner or any of its affiliates under a separate agreement or agreements with Consultant in the event of delinquent payment by Owner to Consultant hereunder or in the event of delinquent payment by Owner or its affiliates to Consultant under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the Owner; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the Owner; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the Owner.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as Instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The Consultant shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project Owner at reasonable times.

OWNER'S RESPONSIBILITIES

A. Access

Owner shall make provisions for the Consultant to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. Owner's Representative

The Owner shall designate in writing one person to act as Owner's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

The Owner is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The Consultant will notify the Owner regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

The professional services performed under this Agreement, as defined in the scope, shall be consistent with sound engineering practices and shall incorporate federal, state, and local regulations and standards that are applicable at the time the Consultant rendered his services.

Consultant will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

MISCELLANEOUS

A. Opinions of Probable Costs

Since the Consultant has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

B. CADD Files

Information supplied to the Consultant for use on the project will be in AutoCAD 2008 format or later version. Translation of files or entering data into a compatible format is beyond the scope of the contract. CADD files generated by the Consultant will be in accordance with the Consultant's CADD specifications.

C. Limits of Liability

Services to be performed by the Consultant under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Consultant toward any person or persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

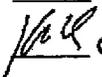
The Owner agrees to limit the Consultant's and its employees' liability to the Owner and to all construction Contractors and Subcontractors on the project, due to the Consultant's negligent acts, errors, or omissions, such that the total aggregate liability of the Consultant to those named shall not exceed \$50,000 or the Consultant's total fee for services rendered on the project described in this contract, whichever is greater. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

D. Acts of Others

The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Consultant shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The Consultant shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or

Owner's Initials



Consultant's Initials

any other persons (except Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release Consultant from liability for failure to perform properly the duties undertaken by Consultant in the Contract Documents.

The Consultant shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals involved in the project. Unless specifically stated otherwise, the Consultant's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The Owner/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the Consultant responsible for any portion of the building, especially as it relates to moisture or mold.

E. Indemnification

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above-named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts, errors or omissions, or willful misconduct by the Consultant.

F. Applications for Permits and Certificates Requested on Behalf of Owner

The Owner shall indemnify and hold the Consultant harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Consultant's personnel to assist in the defense of the issuance of the permit or certificate.

G. Termination

Either party may terminate this Agreement by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. The Consultant shall be paid for services performed to the date of termination, including reimbursements then due.

H. Abandoned or Suspended Work

If any work performed by the Consultant is abandoned or suspended in whole or in part by the Owner, other than for default by the Consultant, the Consultant shall be paid for services performed prior to receipt of a written notice from the Owner of such abandonment or suspension in an amount equal to work performed as of the date of abandonment or suspension.

I. Signage

Owner agrees to allow Consultant to place a sign on the job site during construction. The sign will indicate that the Consultant performed site design. Consultant is responsible for the sign installation and removal.

J. Additional Services of Consultant

If authorized by Owner in writing, Consultant shall furnish or obtain from others, Additional Services of the following types that are not considered normal or customary Basic Services.

1. Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.
2. Furnish the services of special consultant for other than the civil or structural engineering defined in the scope of services. Special services include services such as mechanical or electrical engineering, geotechnical exploration, underwater investigation, laboratory testing, and inspections of samples, materials, and equipment.
3. Preparing to serve or serving as a consultant or witness for Owner in any litigation, public hearing, or other legal or administrative proceeding involving the project.
4. Defending the issuance of any permit or certificate for the project. Services for the defense against third party actions opposing or appealing the issuance of any permit or certificate for the Project will commence with receipt of notification of the action.
5. Services after completion of the Construction Phase, such as inspections during any equipment, material, or construction guarantee period and reporting observed discrepancies under guarantees called for in any contract for the project.
6. If requested by Owner and agreed to in writing, a Resident Project Representative will be furnished and will act as directed by Consultant in order to assist in observing performance of the work of Contractor(s). Through more extensive on-site observations of the work in progress by the Resident Project Representative, Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of Contractor(s). However, the furnishing of such representation will not make Consultant responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions or programs, or for Contractor(s), failure to perform their work in accordance with the Contract Documents.

K. Amendment

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

Owner's Initials

MES

Consultant's Initials



Consulting Services On A Time And Expense Basis

January 1, 2015

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2015 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 205.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 185.00	Senior Manager	Senior Manager Survey Party (3-Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 180.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V	GIS Manager V		
\$ 155.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV	GIS Manager IV		Software/Computer Consultant IV
\$ 145.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III	GIS Manager III		Software/Computer Consultant III
\$ 135.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II	GIS Manager II	Construction Administrator II	Software/Computer Consultant II
\$ 125.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I	GIS Manager I	Construction Administrator I	Software/Computer Consultant I
\$ 120.00	Designer IV Engineering Technician IV	Staff Surveyor IV Survey Field Supervisor Survey Party (2-Men)	Landscape Designer IV	GIS Analyst IV	Field Representative V	
\$ 110.00	Designer III Engineering Technician III	Staff Surveyor III	Landscape Designer III	GIS Analyst III	Field Representative IV	
\$ 100.00	Designer II Engineering Technician II	Staff Surveyor II	Landscape Designer II	GIS Analyst II	Field Representative III	
\$ 95.00	Designer I Engineering Technician I	Survey Party (1-Man) Staff Surveyor I	Landscape Designer I	GIS Analyst I	Field Representative II	Permit Coordinator II, Admin IV
\$ 90.00	CADD Technician III	Survey Technician III	Landscape Technician III	GIS Technician III		Permit Coordinator I
\$ 85.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 80.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I		Admin III
\$ 75.00					Field Representative I	Admin II
\$ 70.00						Admin I
\$ 355.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1-1/2 times the individuals charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at \$0.575 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through January 1, 2016, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.
6. Boats with a length of 17 feet and greater shall be billed at a rate of \$160 per day. Boats with a length less than 17 feet shall be billed at a rate of \$90 per day.

Owner's Initials
Consultant's Initials

25 February 2015



Mr. Bobby Marr, Public Works Director
St. Marys Public Works
819 Point Peter Road
St. Marys, GA 31588

**RE: Proposal to Conduct Wetland Assessment
Ready Street Drainage Improvements
St. Marys, Georgia**

Dear Mr. Marr;

At your request, Resource & Land Consultants offers this letter agreement to provide environmental consulting services for the subject tract located in St. Marys, Georgia.

This letter agreement is hereby offered between St. Marys Public Works c/o Mr. Bobby Marr (CLIENT) and Resource & Land Consultants (CONSULTANT) in accordance with the provisions contained herein. Our services are detailed in Section 1 and terms and conditions for services rendered will be executed in accordance with Section 2.

SECTION 1: SCOPE OF SERVICES

Environmental Permitting: It is not possible to know which Permit will be necessary until review of the final project plans. For this reason, the following includes costs for both permitting processes.

1. **Nationwide Permit Application:** If the proposed activities meet the Nationwide Permit Program guidelines, CONSULTANT will prepare a Nationwide Permit application for submittal to the U.S. Army Corps of Engineers (USACE). The application package will include a completed Nationwide Pre-Construction Notification, brief project description, compensatory mitigation plan, and conceptual site plan and 8.5" by 11" permit drawings prepared by the applicant or the applicant's engineer/ land planner.

CONSULTANT proposes to provide Nationwide Permit preparation services for a fee of **Three thousand five hundred dollars (\$3,500.00)**.

2. **Individual Permit Application:** If the proposed development activities do not meet the Nationwide Permit Program guidelines, CONSULTANT will prepare an Individual Permit application for submittal to USACE. This task includes preparation of the permit application, project justification, development of a compensatory mitigation plan, response to comments received during the public notice and attendance at agency meetings as necessary to discuss this project and matters relating to the permit application. If required by USACE, the applicant must provide site selection criteria that will be included in the alternative analysis that is required as part of the Clean Water Act Section 404(b)(1) guidelines.

This task is subject to the preparation of a suitable conceptual site plan and 8.5" by 11" permit drawings by the applicant or the applicants engineer / land planner. Additionally, this fee does not include compensatory mitigation costs, which are the responsibility of the applicant.

CONSULTANT proposes to provide Individual Permit preparation services on a time and expense basis not to exceed **Twenty five thousand dollars (\$25,000.00)** in accordance with the attached fee schedule. Please note that this budget is based on previous permitting projects similar in scope. Depending on the

complexity of the project or public/agency comments regarding the proposed project, additional effort may be required during the permit review. If public and agency comments indicated that additional permitting effort will be necessary, CONSULTANT will provide a budget estimate prior to incurring any additional cost.

3. **Coastal Marshlands Permitting:** CONSULTANT will assist you in obtaining authorization from the Coastal Marshlands Protection Committee (CMPC) for the proposed project. CONSULTANT will prepare CMPC application package for submittal to the CRD for processing. Our services will also include providing any coordination with the CRD staff, attendance at any meetings necessary to continue processing of the application package and if necessary, presentation of the project during the CMPC public meeting.

CONSULTANT proposes to complete this service on a time and expense basis not to exceed **Six thousand five hundred dollars (\$6,500.00)** in accordance with the attached fee schedule.

SECTION 2: TERMS & CONDITIONS

- A. **Commencement of Work:** Upon written notice to proceed via approval of this letter agreement by CLIENT, CONSULTANT will begin work within thirty (30) calendar days of receipt of executed letter agreement. CONSULTANT will complete work in a timely and customary manner. However, federal and state agencies and their review practices vary greatly, and no guarantees on final completion dates of authorized tasks can be given by CONSULTANT.
- B. **Payment Schedule:** Invoices for services rendered will be sent monthly for hourly contracts for work completed within the previous thirty days in accordance with the attached fee schedule. Invoices for fee-based contracts will be billed at the completion of the specified task or at other intervals as specified in Section 1. Payment will be considered due upon receipt. Payments received after thirty (30) days of the invoice date will be considered overdue, and interest charges will be added on unpaid balances at the rate of eighteen percent (18%) per annum. Work will automatically cease on any projects where unpaid balances exceed sixty (60) days. Special billing and payment schedules may be arranged at the request of the CLIENT. CLIENT agrees to pay any and all costs incurred by CONSULTANT in the collection of any amount due and unpaid by CLIENT, including reasonable attorney's fees.
- C. **CLIENT's Responsibilities:** Execution of this letter agreement serves as authorization for right of entry to subject property. CLIENT insures that CONSULTANT has permission to enter subject properties to perform duties associated with the completion of the scope of work specified in Section 1. CLIENT hereby indemnifies CONSULTANT and agrees to assume all liability associated with any disputes or legal actions that may result from CONSULTANT performing authorized work at the designated project site.
- D. **CONSULTANT's Responsibilities:** The professional services performed in association with this letter agreement shall be conducted in accordance with sound customary environmental consulting practices and will incorporate federal, state, and local regulations and standards that are applicable at the time the CONSULTANT rendered those services.

CONSULTANT will strive to perform services authorized by this letter agreement in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended as part of this letter agreement, or in any report, opinion, document, or otherwise.

- E. **Limits of Liability:** All services and materials provided by the CONSULTANT under this letter agreement are for the use of the CLIENT only and no rights or obligations to anyone other than the CLIENT are implied or conveyed. The CLIENT agrees to limit the CONSULTANT's liability due to negligent acts, errors, or omissions to twenty-five thousand dollars (\$25,000.00) or the CONSULTANT's total fee for the services rendered under this letter agreement, whichever is greater. CONSULTANT shall not be responsible for the

acts or omissions of others associated with a project and will be responsible solely for the acts and performance of CONSULTANT's own employees and agents.

- F. **Indemnification:** CLIENT agrees to indemnify and hold harmless the CONSULTANT from any claims, judgments, and damages including attorney fees from third parties to challenge the Issuance of any permits or certifications.

- G. **Choice of Law/Jurisdiction:** CLIENT and CONSULTANT hereby agree that this agreement and their respective rights and obligations arising hereunder is to be governed by the laws of the State of Georgia, without reference to the choice of law principles thereof. CLIENT and CONSULTANT hereby further agree that the state or federal courts sitting in Chatham County, Georgia shall have exclusive jurisdiction to hear any dispute arising under this agreement, and CLIENT hereby submits itself to personal jurisdiction of such courts.

- H. **Cancellation or Suspension of Agreement:** Either CLIENT or CONSULTANT may cancel this letter agreement by notification in writing at least seven (7) days prior to termination. CLIENT may suspend work by notifying CONSULTANT in writing at which time all services provided by CONSULTANT will cease. Within (10) days of cancellation of letter agreement or suspension of services, all outstanding fees and reimbursable expenses will be paid in full.

SECTION 3: EXECUTION

This letter agreement in its entirety, including Section 1, Section 2, Section 3, and attached Fee Schedule dated January 1, 2015, represent the entire understanding between CLIENT and CONSULTANT with respect to the project and may only be modified by written agreement signed by both parties.

If the terms and conditions of this letter agreement are acceptable, please sign and date in the spaces provided and return the original to CONSULTANT. Please retain a copy for your records.

The services and fees specified in this proposal can be relied upon for a period of ninety (90) days from the date of the letter, unless changed by CONSULTANT in writing. We are pleased that you have inquired about our services and we look forward to helping you with your project.

Sincerely,
RESOURCE & LAND CONSULTANTS


Daniel H. Bucey
Principal

ACCEPTED: THIS _____ DAY OF _____, 2015

BY: _____

TITLE

● **SUMMARY:**

Task	Company	Proposed Amount	Time & Expense / Lump Sum
1. Nationwide Permit Preparation	RLC	\$3,500.00	Lump Sum
2. Individual Permit Preparation	RLC	\$25,000.00	T&E
3. CMPC Permit Preparation	RLC	\$6,500.00	T&E
TOTAL PROPOSED CONTRACT:		\$3,500.00 or \$31,000.00	

● **RLC RATES:**

All time, including travel hours, spent on the project by professional, technical, and clerical personnel will be billed. The following approximate ranges of hourly rates for various categories of personnel are in effect from January 1, 2015 to December 31, 2015:

Category	Hourly Rate
Principal	\$170
Project Manager	\$125
Project Biologist	\$105
Field Technician	\$70
Clerical	\$55

Hourly rates will be adjusted annually to reflect changes in the cost-of-living index as published. Any contracts or work in progress at such time will be billed at the new effective rate for all work yet to be performed. Unless otherwise stated, any cost estimate presented in a proposal is for budgetary purposes only, and is not a fixed price. If it appears that due to factors beyond the control of the CONSULTANT that the specified budget will be exceeded, the CLIENT will be notified prior to conducting further work. Representation by CONSULTANT employees for judicial proceedings will be billed at 1.5 times standard published rate.

● **EXPENSES:**

Travel expenses necessary for the execution of the project, including highway mileage in company or personal vehicles, will be charged at the published IRS standard allowable rate. Additionally, it may at times become necessary for the execution of this agreement for CONSULTANT to hire certain third party subcontractors because of a need for special expertise or skills they may possess. CLIENT hereby acknowledges that this may become necessary and agrees to pay CONSULTANT, in addition to other fees and costs outlined herein, any fees associated with the hiring and retention of such subcontractors deemed necessary in the sole judgment of CONSULTANT.

The following expenses will be billed at direct cost:

- Accommodations, meals.
- Postage and shipping/courier services.
- In-house printing and reproduction.
- Out-sourced printing, copying, reproductions.
- Equipment and supplies necessary to complete specific project, including rental fees.

CITY COUNCIL MEETING

April 20, 2015

TITLE: ST. MARYS HISTORY WALK ENTRANCE

PURPOSE: To authorize the Mayor to sign a contract with LJA Builders, Inc. in the amount of \$27,513.75.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The St. Marys History Walk is preparing for a July 4th grand opening. The entrance to this project was not included in the original scope of phase two of the project. The entrance was designed to be similar to the entrance of the waterfront park and the Gateway Center property entrance concept. The project would include a pergola with brick columns and a concrete walkway from St. Marys Street to the History Walk entrance. The project was advertised for bids and two bids were received as follows:

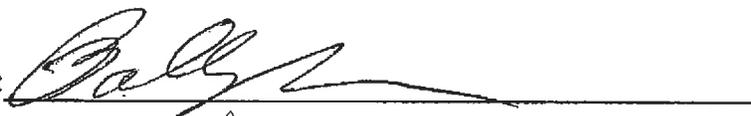
LJA Builders, Inc - \$27,513.75

Coastal Construction, Inc. - \$43,518.00

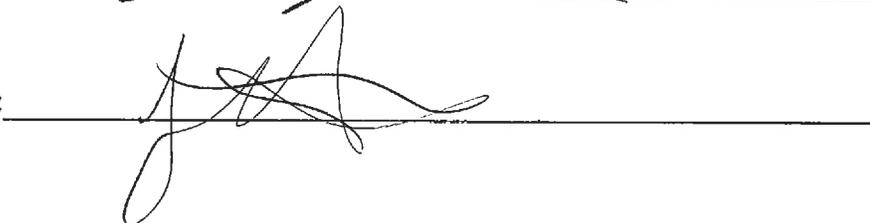
Due to the difference between the bids, the Public Works Department met with the low bidder to discuss the project on site. The contractor appears to have an understanding of the project and can complete the project prior to the grand opening of the History Walk.

Funding for this project would come from the General Fund.

Department Director:



City Manager:



ST. MARYS HISTORICAL WALK ENTRANCE - TRELLIS

Bid Form

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

ST. MARYS HISTORICAL WALK ENTRANCE TRELLIS PROJECT

DATE SUBMITTED: 3/30/15

Gentlemen:

Having carefully examined the Plans, Specifications, and other Contract Documents relating to the St. Marys Historical Walk Entrance Trellis Project, and Addendum No.(s) 0, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor, skill, equipment, tools, and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the afore said Plans, Specifications, and other Contract Documents , and all Amendments and Addenda thereto, for the sums hereinafter stated.

The undersigned agrees to provide all labor, materials, and equipment necessary to perform the work described in the plans, specifications, addenda, etc., all of which comprise the project manual, in accordance with the following bid schedule:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Trellis	1	LS		\$6,800
2	5' wide concrete sidewalk	196	LF		\$7,425
3	10' wide concrete sidewalk	60	LF		\$4,500

TOTAL
L \$18,725

Total Construction Lump Sum Bid: Twenty seven thousand five hundred thirteen dollars and seventy five cents \$ 27,513.75

The undersigned agrees that this Bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of sixty (60) calendar days following such time.

In case the bidder is given in writing by mail, telegraph, email or delivery the Notice of Acceptance of the Bid Proposal within sixty (60) days after the time for the opening of bids, the undersigned agrees to execute within ten (10) calendar days a Contract, (Form of Agreement between Contractor and Owner)

ST. MARYS HISTORICAL WALK ENTRANCE - TRELLIS

for the work for the above-stated compensation and at the same time furnish and deliver to the Owner Certificate of Insurance, and Contractor Certification forms in accordance with the instruction bound in the Project Contract and Technical Specifications.

The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) calendar days from the date to be specified in the Notice to Proceed from the Owner and to complete the construction within 45 consecutive calendar days after Notice to Proceed. It is also agreed that 0 days are included in the specified contract time for adverse weather days as per Article of the Agreement.

The undersigned agrees that this Bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of sixty (60) calendar days following such time.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

This Bid Proposal is respectfully submitted by:

Terea McGawley
Bidder (Print Name)

Terea McGawley
Signature (Owner, Partner or Corp. Officer)

485 S. Augusta Ave
Waucross, GA 31503
Address

Administrative Assistant
Title

912-548-1071
Telephone Number

If Corporation, affix seal here (SEAL)

ST. MARYS HISTORICAL WALK ENTRANCE - TRELLIS

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

Contractor's Name:	LJA Builders, Inc.
State Entity's Name:	City of St. Marys
State Solicitation/ Contract No.:	St. Marys Historical Walk Entrance Trellis Project

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV / Verify™ Company Identification Number

Terna McGauley
BY: Authorized Officer or Agent
(Contractor Name)

3/30/15
Date

admin. assistant.
Title of Authorized Officer or Agent of Contractor

Terna McGauley
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30th DAY OF March, 2015

Donna Tyre
Notary Public

My Commission Expires: June 8, 2015



*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

ST. MARYS HISTORICAL WALK
ENTRANCE - TRELLIS



City of St. Marys
Affidavit Verifying Status
For City Public Benefit Application

By executing this affidavit under oath, as an application for a City of St. Marys, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for:

- Business License
- Georgia Occupational Tax Certificate
- Alcohol License
- Taxi Permit or
- Other public benefit

Please check one

Name: Terea McGauley
Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity

- 1. I am a United States citizen
- OR
- 2. I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of the Code Section 16-10-20 of the Official Code of Georgia.

Terea McGauley 3/30/15
Signature of Applicant Date

Terea McGauley
Printed Name

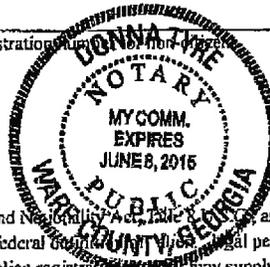
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30th DAY OF March, 20 15

Notary Public Dona Jipe

My Commission Expires: June 8, 2015

Alien Registration Number: _____



*Note: O.C.G.A. § 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8, as amended, provided their alien registration number. Because legal permanent residents are included in the federal definition of aliens, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

**ST. MARYS HISTORICAL WALK
ENTRANCE - TRELLIS**

In witness whereof the parties have executed this Contract this _____ day of _____, 2015.

OWNER:

CITY OF ST. MARYS, GEORGIA

Signed, sealed and delivered
in the presence of:

By: _____ (SEAL)
John F. Morrissey- Mayor

Witness

Attest: _____ (SEAL)
Deborah Walker-Reed - City Clerk

Notary Public

CONTRACTOR:

By: *Teresa McQuade* (SEAL)

Attest: _____ (SEAL)
Secretary (if corporation)

Signed, sealed and delivered
in the presence of:

Witness
Donna Tyre
Notary Public



Coastal Construction, Inc.



City of St. Marys
Public Works Department
St Marys Historical Walk Entrance - Trellis Project

March 31, 2015

City of St. Marys
Public Works Department
418 Osborne Street
St. Marys, GA 31558
ATTN: Mrs. Amy Peeples

RE: City of St. Marys – St Marys Trolley Building Project

Dear Mrs. Peeples,

In accordance with the City of St. Marys, Public Works Department, Invitation to Bid for the St Marys Trolley Building Project, **Coastal Construction, Inc. (CCI)** is pleased to present its proposal to provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to construct the St Marys Historical Walk Entrance – Trellis Project located at the corner of Bartlett Street and West St Marys Street for the City of St. Marys in accordance with the bid documents issued in March 2015 by the City of St. Marys.

Coastal Construction, Inc.
P.O. Box 5039
St. Marys, GA 31558
POC: Doyle Strickland
Email: adoyle@tds.net
P: (912) 882-4233
F: (912) 673-6800

FED ID #: [REDACTED]
GEORGIA GENERAL CONTR LIC #: GCCO000521
CITY OF ST.MARYS GA LIC # 0147

As of March 31, 2015, CCI acknowledges all amendments and addendums issued by the City of St. Marys Public Works Department for this contract. If there are any questions or you would like further clarification regarding our proposal, please do not hesitate to give me a call.

Sincerely,
COASTAL CONSTRUCTION, INC.



A. Doyle Strickland
President

**ST. MARYS HISTORICAL WALK
ENTRANCE - TRELLIS**

Bid Form

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

ST. MARYS HISTORICAL WALK ENTRANCE TRELLIS PROJECT

DATE SUBMITTED: 3-31-15

Gentlemen:

Having carefully examined the Plans, Specifications, and other Contract Documents relating to the St. Marys Historical Walk Entrance Trellis Project, and Addendum No.(s) 0, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor, skill, equipment, tools, and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the afore said Plans, Specifications, and other Contract Documents, and all Amendments and Addenda thereto, for the sums hereinafter stated.

The undersigned agrees to provide all labor, materials, and equipment necessary to perform the work described in the plans, specifications, addenda, etc., all of which comprise the project manual, in accordance with the following bid schedule:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Trellis	<u>1</u>	LS	<u>28,727.00</u>	<u>28,727.00</u>
2	5' wide concrete sidewalk	<u>196</u>	LF	<u>45.25</u>	<u>8,869.00</u>
3	10' wide concrete sidewalk	<u>60</u>	LF	<u>98.70</u>	<u>5,922.00</u>
TOTAL					<u>43,518.00</u>

Total Construction Lump Sum Bid: Forty-three thousand, five hundred, eighteen \$ 43,518.00
The undersigned agrees that this Bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of sixty (60) calendar days following such time.

In case the bidder is given in writing by mail, telegraph, email or delivery the Notice of Acceptance of the Bid Proposal within sixty (60) days after the time for the opening of bids, the undersigned agrees to execute within ten (10) calendar days a Contract, (Form of Agreement between Contractor and Owner) for the work for the above-stated compensation and at the same time furnish and deliver to the Owner

ST. MARYS HISTORICAL WALK ENTRANCE - TRELLIS

Certificate of Insurance, and Contractor Certification forms in accordance with the instruction bound in the Project Contract and Technical Specifications.

The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) calendar days from the date to be specified in the Notice to Proceed from the Owner and to complete the construction within 45 consecutive calendar days after Notice to Proceed. It is also agreed that 0 days are included in the specified contract time for adverse weather days as per Article of the Agreement.

The undersigned agrees that this Bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of sixty (60) calendar days following such time.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

This Bid Proposal is respectfully submitted by:

Coastal Construction, Inc
Bidder (Print Name)


Signature (Owner, Partner or Corp. Officer)

President
Title

P.O. Box 5039
St. Marys, GA 31558
Address

(912) 882-4233
Telephone Number

If Corporation, affix seal here (SEAL)

ST. MARYS HISTORICAL WALK ENTRANCE - TRELLIS

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

Contractor's Name:	Coastal Construction, Inc.
State Entity's Name:	City of St. Marys
State Solicitation/ Contract No.:	St. Marys Historical Walk Entrance Trellis Project

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

BEV / E-Verify™ Company Identification Number

A. Doyle Strickland
BY: Authorized Officer or Agent
(Contractor Name)

3-31-15
Date

President
Title of Authorized Officer or Agent of Contractor

A. Doyle Strickland
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31st DAY OF MARCH

Kathi Renee Fields
Notary Public



[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (I.R.C.A.), P.L. 99-603

ST. MARYS HISTORICAL WALK ENTRANCE - TRELLIS

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

Contractor's Name:	Coastal Construction, Inc
Entity's Name:	City of St. Marys
Solicitation Name or Contract No.:	St. Marys Historical Walk Entrance Trellis Project

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

Contractor's Name:	Coastal Construction, Inc
Subcontractors:	

**ST. MARYS HISTORICAL WALK
ENTRANCE - TRELLIS**

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

Contractor's Name:	Coastal Construction, Inc
Subcontractor's (Your) Name:	
Entity's Name:	City of St. Marys
Solicitation Name or Contract No.:	St. Marys Historical Walk Entrance Trellis Project

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the State Entity identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-VerifyTM Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

**SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE**

____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), PL. 99-603

ST. MARYS HISTORICAL WALK
ENTRANCE - TRELLIS



City of St. Marys
Affidavit Verifying Status
For City Public Benefit Application

By executing this affidavit under oath, as an application for a City of St. Marys, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for:

- Business License
- Georgia Occupational Tax Certificate
- Alcohol License
- Taxi Permit or
- Other public benefit

Please check one

Name: A. Doyle Strickland
Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity

1. I am a United States citizen
- OR
2. I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of the Code Section 16-10-20 of the Official Code of Georgia.

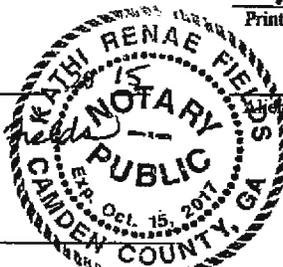
[Signature] 3-31-15
Signature of Applicant Date

A. Doyle Strickland
Printed Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31ST DAY OF MARCH

Notary Public Kathi Renae



Registration number for non-citizens

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provided their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

[Empty box for identifying number]



STATE OF GEORGIA
Brian P. Kemp, Secretary of State
Board for Residential and General Contractors
General Contractor Company

License No. GCCO000521

Status: Active

Coastal Construction Inc
PO Box 5039
Saint Marys GA 31558

Expires: 6/30/2016
Issued: 4/25/2008



Real-time license verification is available at sos.georgia.gov/PLB



STATE OF GEORGIA
Brian P. Kemp, Secretary of State
Board for Residential and General Contractors
General Contractor Qualifying Agent

License No. GCQA000192

Status: Active

Arthur Doyle Strickland
PO Box 5039
Saint Marys GA 31558

Expires: 6/30/2016
Issued: 4/25/2008



Real-time license verification is available at sos.georgia.gov/PLB



CITY OF ST. MARYS
OCCUPATIONAL TAX REGISTRATION CERTIFICATE

No. 0147

EFFECTIVE DATE: 1/01/2015

Issued To: COASTAL CONSTRUCTION

Owner/Agent: DOYLE STRICKLAND

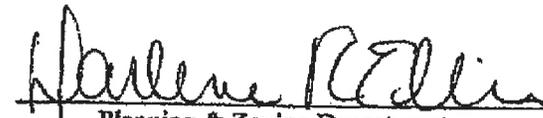
Location: 2110 OSBORNE RD

**Mailing Address: PO BOX 5039
SAINT MARYS GA 31558-5039**

In consideration of which St. Marys, Georgia, has granted a certificate for carrying on the business of
SIC- 15
BUILDING CONSTRUCTION-GEN

This Certificate Expires December 31, 2015

Witness my hand and seal of the City of St. Marys, the day and year written above.


Planning & Zoning Department

POST IN A CONSPICUOUS PLACE
THIS CERTIFICATE IS NON-TRANSFERABLE AND SUBJECT TO REVOCATION IF ABUSED.



CERTIFICATE OF LIABILITY INSURANCE

COAST-2

DATE (MM/DD/YYYY)
02/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wilson Insurance 601 Mary Street Waycross, GA 31601 Hal Wilson, Jr.	Phone: 912-286-1732 Fax: 912-283-2020	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Coastal Construction Inc P. O. Box 5039 St Marys, GA 31558	INSURER A: Grange		
	INSURER B: Builders Insurance Group		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CPP2322678-09	01/02/2015	01/02/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP-AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		CPP2322678-09	01/02/2015	01/02/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCV001709716	01/02/2016	01/02/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COASCON

Coastal Construction Inc
 P. O. Box 5039
 St Marys, GA 31558

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hal Wilson, Jr.

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CITY COUNCIL MEETING

April 20, 2015

TITLE: Budget Ordinance to Move History Tour Funds

PURPOSE: To Move Funds in the FY15 Budget for History Walk Expenses

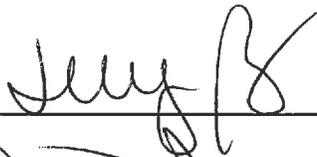
HISTORY/ANALYSIS: In the FY15 Budget, funds were allocated in the Tourism budget for the funding of the History Walk. This project will be expensed through the General Fund Parks Department; therefore, it is necessary to move these funds into the General Fund. In order to complete the History Walk it is necessary to reallocate funds from other departments into the Parks Department.

The City has received donations for the History Walk. It is necessary to record the revenue and allocate funds in the parks department to cover the expense.

RECOMMENDATION: Approval

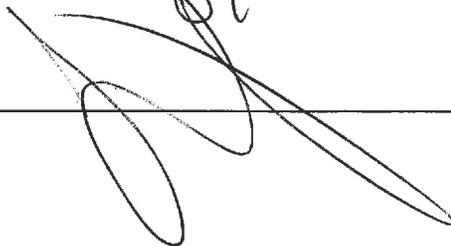
Department

Director: _____



City

Manager: _____



AN ORDINANCE TO AMEND THE FISCAL YEAR 2015
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

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

That it is necessary to amend the FY15 General Fund and Tourism Budget to allocated funds for the History Walk Project.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
275.39.1200 Tourism - OP T/F in General Fund	\$ 36,150	- \$ 15,000	\$ 21,150
275.57540-57.3000 Tourism - Payment to Others	\$ 27,000	- \$ 15,000	\$ 12,000
100.37.2005 General Fund - History Tour Donations	\$ 0	+ \$ 15,000	\$ 15,000
100.51510-61.1015 General Fund - OP T/F Out to Tourism	\$ 36,150	- \$ 15,000	\$ 21,150
100-51100-52.1240 Legislative - Other Purchased Services	\$ 25,000	- \$ 10,000	\$ 15,000
100-51100-52.3310 Legislative - Marketing	\$ 60,350	- \$ 5,000	\$ 55,350
100-51300-52.1220 Executive - Legal	\$ 100,000	- \$ 10,000	\$ 90,000
100-51510-57.9100 Finance - General Contingencies	\$ 22,100	- \$ 20,000	\$ 2,100
100-53210-51.2105 Police - Group Health/Dental Insurance	\$ 330,908	- \$ 10,000	\$320,908
100.56210-54.1400 Parks Admin - History Walk Infrastructure	\$ 0	+ \$ 85,000	\$ 85,000

ADOPTED in legal assembly this _____ day of _____, 2015.

CITY OF ST. MARYS, GEORGIA

By: _____
John F. Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

CITY COUNCIL MEETING

April 20, 2015

TITLE: ST. MARYS HISTORY WALK STREET LIGHTING

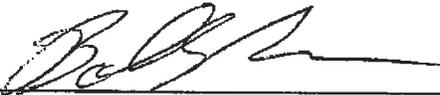
PURPOSE: To authorize the Mayor to sign a contract with GA Power Company in the amount of \$24,425.00.

RECOMMENDATION: Approval.

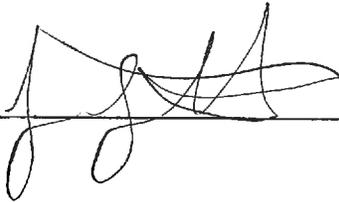
HISTORY/ANALYSIS: The St. Marys History Walk is preparing for a July 4th grand opening. The project lighting for this project was not included in the original scope of phase two of the project. GA Power proposes to provide 5 street lights that match the existing lights on St. Marys Street (except the new lights will be LED instead of high pressure sodium) for this project. The upfront construction costs would be \$24,425 and then would cost \$110 per month (\$22 per light per month) thereafter. A second option would be to pay a recurring monthly fee of \$405 (\$81 per light per month) with no upfront costs. However, even after paying off the construction costs, the fee under this method would not decrease. Therefore, the first option is recommended.

Funding for this project would come from the General Fund.

Department Director:



City Manager:



Mark Holcombe
Account Executive
923 W Oglethorpe Hwy
Hinesville Georgia, 31313
Telephone 912-448-1343
Fax 912-448-1309
Cell 912 547-0659



Date: 03-30-15

To: Bobby Marr
For: Lighting Proposal
Where: Memorial Park on Bartlett St

Cost to:

- 1) Install UG System to serve New Lights
- 2) Install (5) 100W LED Savannah Post Top
- 3) Install (5) 12' Washington Fluted Poles

Option 1:

Monthly Lease: \$ 110.00 (Governmental rate per light \$22.00 each)
Upfront Cost: \$ 24,425.00

Option 2:

Monthly Lease: \$ 405.00
No Upfront Cost

This fee includes our Guarantee Maintenance Policy AND all of the energy used by the lights.

We are committed at Georgia Power Company to provide a lighting system that is top quality and aesthetically pleasing. As a proven leader in the lighting business, Georgia Power Company will back the system that we provide you.

Please call me on my cell if you have any questions.
Thanks for the opportunity to serve your lighting needs.

Mark Holcombe

CITY COUNCIL MEETING

April 20, 2015

TITLE: CINCO DE MAYO FESTIVAL: *Mi Casa Restaurant*

PURPOSE: Council consideration to approve a one day event for alcohol patio sales.

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

HISTORY: Mi Casa Restaurant currently holds a valid 2015 Alcohol License for indoor sales. Jose Refugio Marquez has requested City Council's approval to serve alcohol in a designated area of the parking lot located at 765 Kings Bay Road. The property owners have submitted an authorization letter in support of the event. The event is scheduled for Tuesday, May 5, 2015 from 6:00 p.m. - 10:00 p.m. One off duty Police Officer will be hired at the owner's expense for the entire event to address any problems that might arise, barricades will be utilized in the parking lot to designate alcohol area.

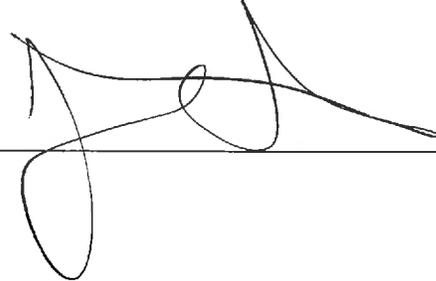
Department

Director:



City

Manager:





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

EVENT COORDINATION

EVENT NAME: Cinco de Mayo Festival
DATE OF EVENT: 05 / 05 / 15 START TIME: 6:00 pm FINISH TIME: 10:00 pm
REQUESTING ORGANIZATION: Micasa
TYPE OF ORGANIZATION: RESTAURANT

EVENT COORDINATOR'S CONTACT INFORMATION:
EVENT COORDINATOR (APPLICANT): Jose Refugio Marquez
RELATIONSHIP OF APPLICANT TO ORGANIZATION: OWNER
ADDRESS: 404 THOROUGHGOOD RD ST. MARY'S CA 91558
PHONE NUMBERS: HOME () _____
WORK _____
CELL _____
E-MAIL: _____
INDICATE A CONTACT NAME AND NUMBER FOR PUBLIC RELEASE TO PROMOTE THE EVENT:
JOSE MARQUEZ

EVENT SPECIFICS

PRE-ASSEMBLY TIME: 5:00 pm PRE-ASSEMBLY LOCATION: At Micasa Restaurant
WILL A PUBLIC ADDRESS SYSTEM OR MUSIC BE USED? YES NO
IF SO, WHERE AND AT WHAT TIME(S)?
MICASA RESTAURANT 7:00 pm to 10:00 pm
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.)
Parking lot at Micasa Restaurant
NUMBER AND LOCATION OF PARKING SPACES THAT NEED TO BE BLOCKED OFF
6 parking spaces on front Door.

SUPPORT

WILL PORTABLE STAGE BE NEEDED? YES _____ NO X

WHOLE STAGE _____ HALF STAGE _____

WHERE? _____

ELECTRICITY NEEDED? YES _____ NO X

WHERE? _____

ESTIMATE THE NUMBER OF:

PEOPLE: 60 ANIMALS: X VEHICLES: X

TEMPORARY STATIC STRUCTURES:

Barricades

ANY OTHER INFORMATION:

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

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

Within Waterfront Park: _____ Gazebo _____ Picnic Area _____ Stage _____ Entire Park _____ Fountain

Outside Waterfront Park: _____ Marsh Walk _____ Waterfront Pavilion _____ Other

If "Other," describe: _____

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

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

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

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

N/A Applicant agrees to assume responsibility for any damages to City property resulting from the event.

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

N/A Applicant assumes responsibility for clean up after any animals involved in the event.

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

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

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

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

MAPS:

In order to properly respond to the needs of individuals or organizations in planning events within St. Marys, the event organizer needs to provide a map of the event set-up to include any parade routes, race routes, attraction locations, street closures, blocked parking, handicap access/parking and other relevant issues or attractions. All such maps should be attached to this form when it is submitted to the City for approval.

STIPULATIONS – TO BE COMPLETED BY CITY STAFF

After review by the City Staff, there may be stipulations that have to be met by the Applicant in order for the event to be approved. If no stipulations are defined by the staff, this section will not apply.

* Need letter from property owner for parking lot usage
* Need Council approval for outdoor alcohol use (safety)
* One (off) Duty police officer will be hired for event

APPLICANT'S AFFIDAVIT

I (the applicant)/we (the entity) HAVE ~~HAVE NOT~~, (circle one) in the past, conducted or participated in an event of a substantially similar nature to that which is the subject of this application. If applicant circled "have" above, where and when did such prior event(s) take place?

MICASA RESTAURANT 5-05-14

As a result of such event(s) did the applicant or entity become the subject, whether or not then operating under the same name, as plaintiff or defendant, of any legal action, civil, and/or administrative? YES NO

I/we HAVE ~~HAVE NOT~~, (circle one) defaulted upon or are in arrears as to any judgment civil, criminal or administrative rendered against the applicant or entity, or is in violation of any injunction or restraining order entered against the applicant, or entity, whether or not then operating under the same name, as a result of participation in any prior event(s) or a substantially similar nature to that which is the subject of the instant application, and if so, a description of said judgment or order and an explanation for non-compliance is attached to this application. The applicant and, where applicable, its officers, employees, members and shareholders, hereby agree to indemnify and save harmless the City of St. Marys, Georgia, its agents, officials and employees, from any claims, demands, injuries or damages, including reasonable attorney's fees incurred, that may arise or be brought against the City for injuries to persons or damage to property resulting from acts or omissions of the Applicant, its agents, employees or representatives.

I/we hereby agree to abide by all stipulations noted above from the City of St. Marys in order to receive approval on this assembly permit. I/We fully understand that these stipulations may not be altered in any

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

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

Jose R MARQUEZ
Applicant's Signature

4, 2, 15
Date

Mary Angela Morrissey
Notary Public

4, 2, 15
Date

03, 09, 2019
Date My Commission Expires



STAFF REVIEW:

Date of Staff Review: 4, 13, 15

Fire Dept.: [Signature]

Police Dept.: [Signature]

Public Works: [Signature]

National Park Service: _____

If "Disapproved," give reason(s):

Staff Recommendation: (check one)

Approved

Approved With Stipulations

Disapproved

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

04, 13, 15
Date

CC: Tourism, DDA, City Clerk

**Double K, Inc.
725 Kings Bay Rd.
Saint Mary's, GA 31558
912-673-6555**

April 02, 2015

RE: Mi Casa Restuarant/

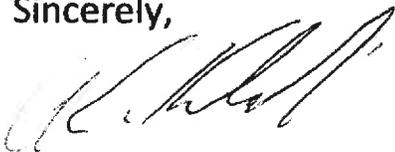
Jose R. Marquez Rodriquez 765 Kings Bay Rd. St. Mary's, GA 31558

To whom it may concern,

As stated in their lease, Mi Casa Restaurant has full use of the parking lots of this plaza. We welcome their weekend festival.

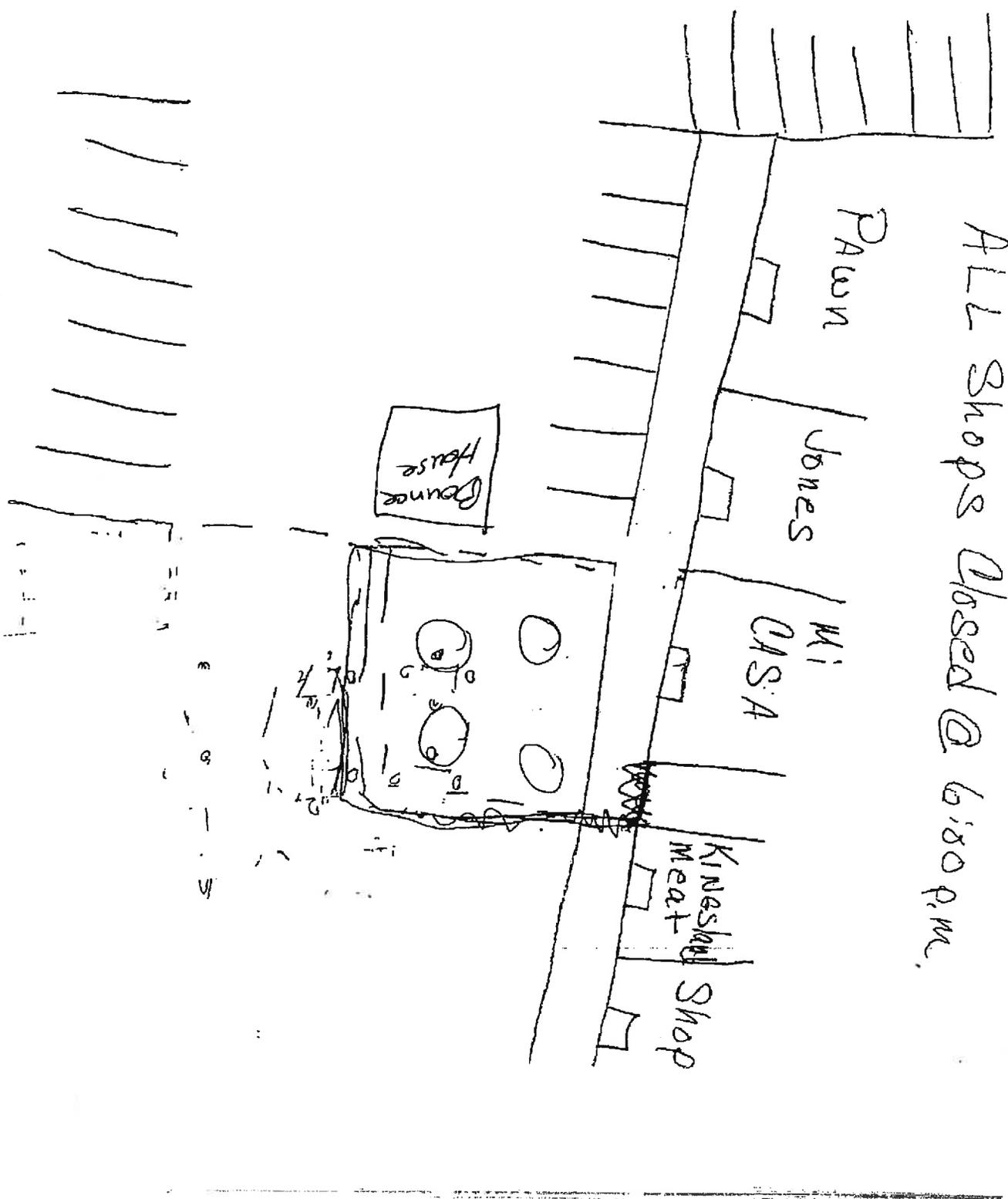
If you have any more questions please feel free to contact me.

Sincerely,



**Christopher K. Kolgakis
Pres. Double K, Inc.**

ALL Shops Closed @ 6:30 P.M.



CITY COUNCIL MEETING

April 20, 2015

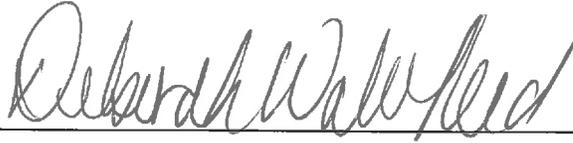
TITLE: CINCO DE MAYO FESTIVAL: Pepper's Mexican Grill & Cantina

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

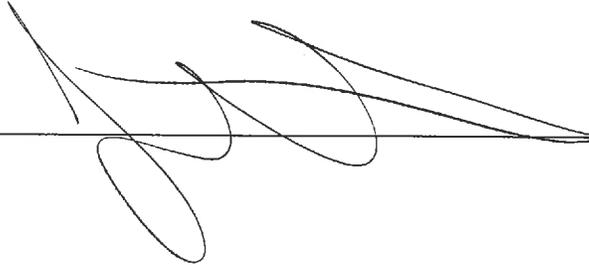
RECOMMENDATION: The Assembly Permitting Committee recommends approval.

HISTORY: Pepper's Mexican Grill & Cantina currently holds a valid 2015 Alcohol License for indoor sales. Felix Gomez (Manager) has requested City Council's approval to serve alcohol in a designated area of the parking lot located at 129 City Smitty Drive, which is indicated on the attached map. The property manager Bob Worgan submitted an authorization letter in support of the event. The event is scheduled for Tuesday, May 5, 2015 from 5:00 p.m. - 11:00 p.m. One Police Officer will be hired at the owner's expense for the entire event to address any problems that might arise.

**Department
Director:**



**City
Manager:**





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

EVENT COORDINATION

EVENT NAME: Cinco de Mayo

DATE OF EVENT: 05 / 05 / 2015 START TIME: 5 pm FINISH TIME: _____

REQUESTING ORGANIZATION: _____

TYPE OF ORGANIZATION: _____

EVENT COORDINATOR'S CONTACT INFORMATION:	
EVENT COORDINATOR (APPLICANT):	<u>Felix Gómez (Gabby)</u>
RELATIONSHIP OF APPLICANT TO ORGANIZATION:	<u>Manager</u>
ADDRESS:	<u>129 City Smitty Dr. St. Marys GA 31558</u>
PHONE NUMBERS:	HOME () _____ WORK () _____ CELL () _____
E-MAIL:	_____ @ _____ .m.
INDICATE A CONTACT NAME AND NUMBER FOR PUBLIC RELEASE TO PROMOTE THE EVENT:	

EVENT SPECIFICS

PRE-ASSEMBLY TIME: 1 pm PRE-ASSEMBLY LOCATION: Peppers Mexican Grill

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

IF SO, WHERE AND AT WHAT TIME(S)?
_____ 5 to 11 _____

WILL ARTIFICIAL LIGHTING BE USED? YES _____ NO X

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

STREETS

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

_____ See attached Drawing + Map _____

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

SUPPORT

WILL PORTABLE STAGE BE NEEDED? YES _____ NO

WHOLE STAGE _____ HALF STAGE _____

WHERE? _____

ELECTRICITY NEEDED? YES _____ NO

WHERE? _____

ESTIMATE THE NUMBER OF:

PEOPLE: 100 ANIMALS: VEHICLES:

TEMPORARY STATIC STRUCTURES:

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

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

Within Waterfront Park: _____ Gazebo _____ Picnic Area _____ Stage _____ Entire Park _____ Fountain

Outside Waterfront Park: _____ Marsh Walk _____ Waterfront Pavilion _____ Other

If "Other," describe: _____

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

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

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

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

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

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

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

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

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

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

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

MAPS:

In order to properly respond to the needs of individuals or organizations in planning events within St. Marys, the event organizer needs to provide a map of the event set-up to include any parade routes, race routes, attraction locations, street closures, blocked parking, handicap access/parking and other relevant issues or attractions. All such maps should be attached to this form when it is submitted to the City for approval.

STIPULATIONS - TO BE COMPLETED BY CITY STAFF

After review by the City Staff, there may be stipulations that have to be met by the Applicant in order for the event to be approved. If no stipulations are defined by the staff, this section will not apply.

~~* Event sponsor to hire (1) officer during alcohol sales times @ \$25/hr.~~

* Need Council approval for outdoor alcohol area.

APPLICANT'S AFFIDAVIT

I (the applicant)/we (the entity) HAVE ~~HAVE NOT~~, (circle one) in the past, conducted or participated in an event of a substantially similar nature to that which is the subject of this application. If applicant circled "have" above, where and when did such prior event(s) take place?

same.

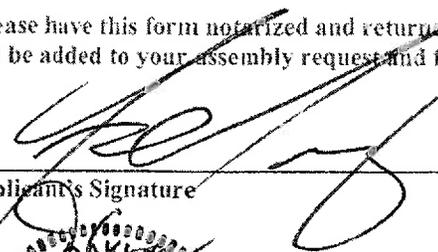
As a result of such event(s) did the applicant or entity become the subject, whether or not then operating under the same name, as plaintiff or defendant, of any legal action, civil, and/or administrative? YES NO

I/we HAVE ~~HAVE NOT~~, (circle one) defaulted upon or are in arrears as to any judgment civil, criminal or administrative rendered against the applicant or entity, or is in violation of any injunction or restraining order entered against the applicant, or entity, whether or not then operating under the same name, as a result of participation in any prior event(s) or a substantially similar nature to that which is the subject of the instant application, and if so, a description of said judgment or order and an explanation for non-compliance is attached to this application. The applicant and, where applicable, its officers, employees, members and shareholders, hereby agree to indemnify and save harmless the City of St. Marys, Georgia, its agents, officials and employees, from any claims, demands, injuries or damages, including reasonable attorney's fees incurred, that may arise or be brought against the City for injuries to persons or damage to property resulting from acts or omissions of the Applicant, its agents, employees or representatives.

I/we hereby agree to abide by all stipulations noted above from the City of St. Marys in order to receive approval on this assembly permit. I/We fully understand that these stipulations may not be altered in any

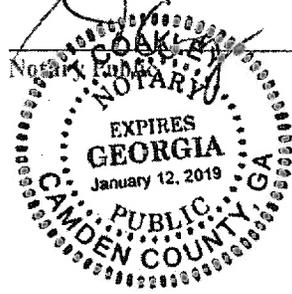
form without the expressed approval of the City of St. Marys. Any alteration of the noted stipulations once approved may lead to disapproval of this assembly permit.

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



Applicant's Signature

04, 09, 15
Date



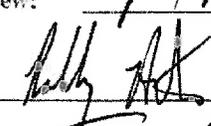
Notary Public

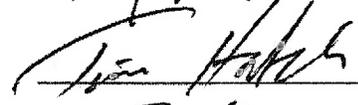
4, 9, 15
Date

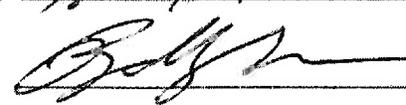
1, 12, 19
Date My Commission Expires

STAFF REVIEW:

Date of Staff Review: 4, 10, 15

Fire Dept.: 

Police Dept.: 

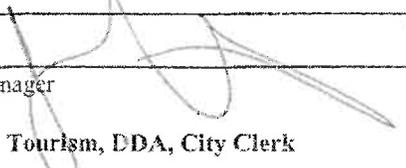
Public Works: 

National Park Service: _____

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

Staff Recommendation: (check one)
<input type="checkbox"/> Approved
<input checked="" type="checkbox"/> Approved With Stipulations
<input type="checkbox"/> Disapproved

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



City Manager

4, 11, 15
Date

CC: Tourism, DDA, City Clerk

PEPPERS MEXICAN RESTAURANT

Date: 04-05-15

Dear Mayor and City Council Members:

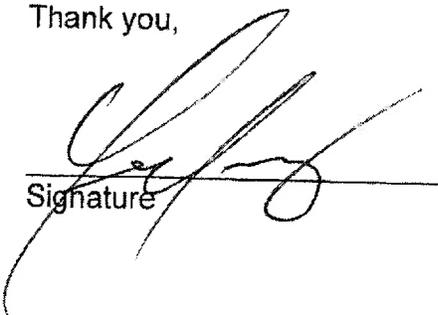
Upon your approval, **Peppers Mexican Restaurant**, would like to celebrate **Cinco de Mayo holiday**, that will be held 129 City St. Hy. DR. St. Mary's. The Event will be from (Start time) 5:00 PM to (End time) 11:00 PM. Set up for the Event would start at (time) 3:00 PM and tear down would end no later than (time) 12:00 AM. (Description of where band location & time performance) on front of the store.

Many of those will be consuming alcoholic beverages. We are taking the following measures to ensure a safe, family friendly Event. Proper photo ID's will be required to make a purchase of any alcoholic beverages. As well, there will be staff ensuring no one under the age of 21 is in possession of an alcoholic beverage. There will be a temporary barricade or type of structure (see attached drawing or map), that will contain those in attendance. In addition, there will be emergency exit in the event of an emergency. There will also be staff located at this exit as well as numerous locations in the parking lot to ensure that those in attendance remain in the designated area of the **Cinco de Mayo** party.

As with any Event hold at (location) **Peppers Mexican Restaurant**, this will be a family friendly Event and over consumption and/or serving alcohol will not be tolerated.

A letter from the property owner, a temporary drawing and stage feasibility have been submitted to the City Clerk and have been discussed with the Director of Public Works, Fire Chief, Marshall and Planning Director.

Thank you,


Signature

SAINT SMITTY, LLC
c/o RMW Companies LLC
P. O. Box 128
St. Augustine, FL 32085
904-461-6679

April 8, 2015

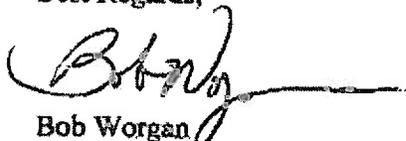
Pepper's Mexican Restaurant
101 City Smitty Drive, Ste. 127-129
St. Marys, GA 31558

To Whom it May Concern:

Saint Smitty, LLC owns the shopping center located at 101 City Smitty Drive, St. Marys, GA, and hereby authorizes our Tenant, Pepper's Mexican Restaurant, to hold a Cinco de Mayo celebration in front of their restaurant in the shopping center.

Please contact me should you require any additional information.

Best Regards,



Bob Worgan
RMW Companies, LLC
Asset Manager for Saint Smitty, LLC

CITY COUNCIL MEETING

April 20, 2015

TITLE: Budget Ordinance for Trolley Building

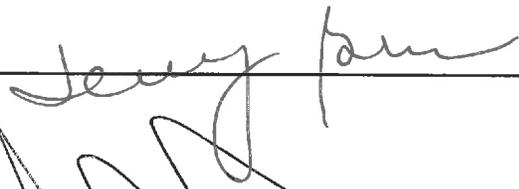
PURPOSE: Record funds received from insurance company and to reallocated funds for the Trolley Building

RECOMMENDATION: Approval

HISTORY/ANALYSIS: The City received insurance funds for damages to the Trolley Building. Council voted to relocate the building next to the Howard Gilman Waterfront Park in order for it to be more visible to the public. It is necessary to amend the FY15 Budget to reflect the receipt of these funds and to reallocate additional funds for the relocation of the building.

Department

Director: _____



City

Manager: _____



AN ORDINANCE TO AMEND THE FISCAL YEAR 2015
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

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

That it is necessary to amend the FY15 Budget to reflect insurance funds received for damages to the Trolley Building and to reallocate funds for the relocation of the building.

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>
100-38.9010 Gen Fund - Miscellaneous Income	\$ 52,500	+ \$ 30,000	\$ 82,500
100-53210-51.2105 Police – Group Health/Dental Insurance	\$320,908	- 9,000	\$311,908
100-56210-54.1200 Parks - Site Improvements	\$ 20,800	+ \$ 39,000	\$ 59,500

ADOPTED in legal assembly this _____ day of _____, 2015.

CITY OF ST. MARYS, GEORGIA

By: _____
John F. Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

CITY COUNCIL MEETING

April 20, 2015

TITLE: Budget Ordinance to Reallocate Funds in the Code Enforcement FY15 Budget

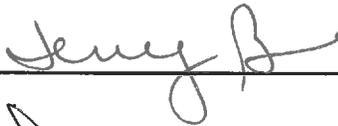
PURPOSE: To cover operational expenses in the Code Enforcement FY15 Budget

HISTORY/ANALYSIS: FY15 is the first full fiscal year that the Code Enforcement department has been funded. There was no history for this department for comparison when the FY15 budget was prepared. It is necessary to reallocate funds to cover normal operating expenses.

RECOMMENDATION: Approval

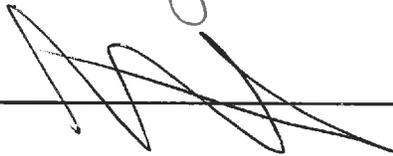
Department

Director: _____



City

Manager: _____



AN ORDINANCE TO AMEND THE FISCAL YEAR 2015
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

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

That it is necessary to amend the FY15 General Fund to reallocate funds in the Code Enforcement Department to cover normal operating expenses.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
100.57450-51.1300 Code Enforcement-Overtime	\$ 100	+ \$ 300	\$ 400
100.57450-51.2105 Code Enforcement-Group Health/Dental	\$ 0	+ \$ 520	\$ 520
100.57450-52.2201 Code Enforcement-Computer Maintenance	\$ 1,300	+ \$ 200	\$ 1,500
100-57450-52.3500 Code Enforcement-Travel	\$ 1,000	+ \$ 200	\$ 1,200
100-57450-52.3700 Code Enforcement-Education and Training	\$ 800	+ \$ 100	\$ 900
100-57450-53.1120 Code Enforcement-Computer Supplies	\$ 322	+ \$ 100	\$ 422
100-57450-53.1140 Code Enforcement – Miscellaneous Supplies	\$ 450	+\$ 580	\$ 1,030
100-57450-51.2400 Code Enforcement-Retirement Cont. Employer	\$ 2,661	- \$ 2,000	\$ 661

ADOPTED in legal assembly this _____ day of _____, 2015.

CITY OF ST. MARYS, GEORGIA

By: _____
John F. Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

CITY COUNCIL MEETING

April 20, 2015

TITLE: Budget Ordinance to Move Water/Sewer Funds

PURPOSE: To reallocate funds in the FY15 Budget for the purchase of a Meter Reader Truck

HISTORY/ANALYSIS: One of the Ford Ranger trucks designated for the meter reader's needs replaced. The transmission has been replaced twice and it is in poor condition. This truck cannot be replaced by another Ranger because Ford no longer manufactures this type of truck.

The replacement was originally budgeted in SPLOST VII in FY 2015. The meter reader truck can be replaced for a cost of approximately \$19,000 through State Contract with an F150 Ford truck. Funds can be provided for this purchase by reallocating funds from the Water Tower Maintenance line item.

RECOMMENDATION: Approval

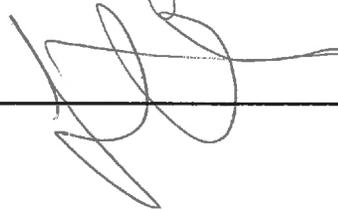
Department

Director: _____



City

Manager: _____



AN ORDINANCE TO AMEND THE FISCAL YEAR 2015
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

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

That it is necessary to amend the FY15 Water/Sewer Fund to reallocate funds in for the replacement of a meter reader truck.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
505.54410-52.2206 Water-Water Tower Maintenance	\$60,000	- \$19,000	\$41,000
505.54410-54.2200 Water-Vehicles	\$ 0	+ \$19,000	\$19,000

ADOPTED in legal assembly this ____ day of _____, 2015.

CITY OF ST. MARYS, GEORGIA

By: _____
John F. Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

CITY COUNCIL MEETING

April 20, 2015

TITLE: Budget Ordinance for Keyless entry

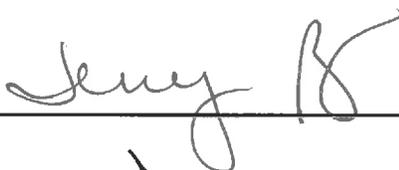
PURPOSE: Record reallocation of funds to provide keyless entry to City Hall

RECOMMENDATION: Approval

HISTORY/ANALYSIS: City Hall has several doors with keyless entry that requires a code. Each time the city has a turnover in man power, the codes have to be changed. It is necessary to change out these areas with a keyless entry system that does not require a code to enter. The money will be transferred from another area to cover the expense.

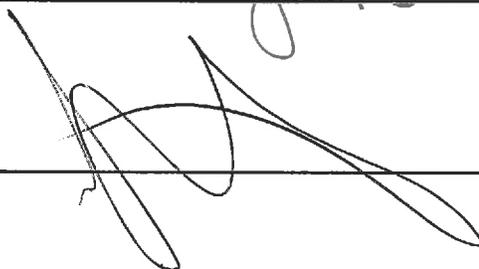
Department

Director: _____

A handwritten signature in black ink, appearing to read "Key B", is written over a horizontal line.

City

Manager: _____

A large, stylized handwritten signature in black ink is written over a horizontal line.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2015
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

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

That it is necessary to amend the FY15 Budget to reflect a transfer of funds to replace door locks.

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>
100-53210-51.2105 Police – Group Health/Dental Insurance	\$311,908	- 5,000	\$306,908
100-51565-52.2221 General Government Buildings – Building Repairs	\$ 12,000	+ \$ 5,000	\$ 17,000

ADOPTED in legal assembly this _____ day of _____, 2015.

CITY OF ST. MARYS, GEORGIA

By: _____
John F. Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk