



CITY OF ST. MARYS, GEORGIA

June 16, 2014

CITY COUNCIL MEETING
6:00 P.M.

AMENDED AGENDA (06/16/14)

- I. **CALL TO ORDER**
- II. **INVOCATION:** *Councilmember Nancy Stasinis*
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL** **QUORUM: YES___ NO___**
- V. **APPROVAL OF MINUTES:** *June 2, 2014 Regular City Council Meeting Minutes*
June 2, 2014 Executive Session Meeting Minutes
- VI. **PRESENTATIONS:**
CAMDEN HOUSE UPDATE: *Ken Boden and Steve Brockman*
BOARD APPOINTMENT (VACANCY):
Historic Preservation Commission (Tim Ward)
BOARD APPOINTMENTS (TERM EXPIRATIONS):
Orange Hall Foundation (Jamie Segear, Megan Thrasher, Dawn Bryan, Conn Cole)
- VII. **SET CONSENT AGENDA**
- VIII. **APPROVAL OF THE AGENDA**
- IX. **GRANTING AUDIENCE TO THE PUBLIC**
- X. **OLD BUSINESS:** NO ITEMS
- XI. **NEW BUSINESS:**
 - A. **ECONOMIC DEVELOPMENT-MARKETING PROJECTS:** **(REMOVED)** *Mayor Morrissey*
 - B. **RESOLUTION-JOINT DEVELOPMENT AUTHORITY (JDA):**TAB "A"
Mayor Morrissey
 - C. **GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) MOWING CONTRACT**
CANCELLATION FOR HIGHWAY 40 & SPUR DISCUSSION: *Bobby Marr (Public Works*
Director)TAB "B"

- D. **OAK GROVE CEMETERY MAINTENANCE CONTRACT EXTENSION: (REMOVED)**
Jennifer Brown (Finance Director) Request approval of extension to current contract.....TAB “C”
- E. **MCGARVEY’S WEE PUB: 2nd Anniversary Luau Celebration**TAB “D”
Request approval for temporary outdoor alcohol sales during celebration
- F. **2014 GENERAL ELECTION ORDINANCE:**TAB “E”
To set the manner of qualification; naming the place and date of early advance voting; naming the place and date of the election; providing for closure of voter registration and providing for qualification fees
- G. **CAMDEN COUNTY CHAMBER OF COMMERCE BOARD NOMINEES:**TAB “F”
To vote for the 2014-2017 Camden County Chamber of Commerce Board of Directors
- H. **AID-TO-CONSTRUCTION ORDINANCE REVISION:** *Jennifer Brown (Finance Director)*
Request amendment to the Aid-to-Construction Ordinance to be more conducive with current conditionsTAB “G”
- I. **BUDGET ORDINANCE FY 2014-GENERAL FUND EXPENSES:** *Jennifer Brown (Finance Director)*
Request authorization to reallocate funds to cover department expendituresTAB “H”
- J. **BUDGET ORDINANCE-SPLOST FUNDS FY 2014:**TAB “I”
Jennifer Brown (Finance Director) Request authorization to reallocate SPLOST funds from the FY 2014 to FY 2015
- K. **BUDGET ORDINANCE-CODE ENFORCEMENT:** *Jennifer Brown (Finance Director)*
Request authorization to purchase software for Code Enforcement.....TAB “J”
- L. **GEORGIA DEPARTMENT OF LABOR CAREER CENTER:** *Lease Agreement (Added)*
Request approval for the Georgia Department of Labor to extend the lease starting July 1, 2014 in the amount of \$1,000 per month for a period of one year ending on June 30, 2015 TAB “K”

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

- A. **CITY CALENDAR:** *City Clerk*

XIII. REPORT OF MAYOR

XIV. GRANTING AUDIENCE TO THE PUBLIC

MAYOR AND COUNCIL COMMENTS

CITY MANAGER’S COMMENTS

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

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

CITY OF ST. MARYS, GEORGIA
June 2, 2014
5:45 p.m.

PUBLIC HEARING
NEW ALCOHOL LICENSE FOR SAMSON MERGER SUB, LLC D/B/A WINN DIXIE STORE #70

MINUTES

The Mayor and Council for the City of St. Marys, Georgia met to conduct a public hearing on Monday, June 2, 2014 in the Council Chamber at City Hall.

PRESENT WERE:

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

CITY OFFICIALS PRESENT:

Jennifer Brown, Finance Director
Donna Folsom, Human Resources Director
Bobby Marr, Public Works Director
Roger Weaver, Planning Director
Timothy Hatch, Police Chief

Mayor Morrissey called the public hearing to order at 5:49 p.m. for Winn Dixie Store #70 new alcohol license application. The floor was opened to the public for questions and/or comments.

GRANTING AUDIENCE TO THE PUBLIC:

Attorney Stephen Kenney stated he represented Samson Merger Sub, LLC D/B/A Winn Dixie Store #70 and respectfully requested Council support and approve the beer and wine alcohol application presented.

ADJOURNMENT:

Mayor Morrissey declared the public hearing closed at 5:50 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk

CITY COUNCIL MEETING

June 2, 2014

6:00 p.m.

MINUTES

The Mayor and City Council for the City of St. Marys, Georgia met for its regular City Council session on Monday, June 2, 2014 in the Council Chamber at City Hall.

PRESENT WERE:

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

CITY OFFICIALS PRESENT:

Jennifer Brown, Finance Director
Donna Folsom, Human Resources Director
Bobby Marr, Public Works Director
Roger Weaver, Planning Director
Timothy Hatch, Police Chief

CALL TO ORDER:

Mayor Morrissey called the City Council Meeting to order at 6:01 p.m. Councilmember Jim Gant 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: *May 19, 2014 Regular City Council Meeting Minutes*

Councilmember Colville moved to approve the May 19, 2014 Regular City Council Meeting Minutes. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

PRESENTATIONS:

BOARD ANNOUNCEMENTS (VACANCY & TERM EXPIRATIONS):

- HISTORIC PRESERVATION COMMISSION:** *Tim Ward*
- ORANGE HALL FOUNDATION:** *Jamie Segear, Megan Thrasher, Dawn Bryan, Conn Cole*

Mayor Morrissey announced the upcoming vacancy on the Historic Preservation Commission and the term expiration vacancies for Orange Hall Foundation.

SET CONSENT AGENDA (*):

Councilmember Stasinis moved to approve the consent agenda as Old Business A, and New Business B, E, G, H, I, L and M. Councilmember Colville moved for discussion and stated in regards to the Sign Ordinance Revision, the Historic Preservation Commission will allow the sandwich boards during these difficult economic times. Councilmember Reilly thanked the Historic Preservation Commission for the additional public meeting allowing continued citizen feedback. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

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

Mayor Morrissey stated the Building Permit for 111 Wheeler had not been issued. Mayor Morrissey stated City personnel and the Historic Preservation Commission will meet to further discuss process and plans. Mayor Morrissey further stated construction will start when the plans have been processed.

GRANTING AUDIENCE TO THE PUBLIC:

Roger Rillo, 605 Wheeler Street: Mr. Rillo gave a brief update on the STEM Project, Honda Grant and selected board members (Councilmember Linda P. Williams-City, Roger Rillo-Citizen, Jeremy Spencer-Camden County High School, Luther Gibb-Camden County School District, Robert May-Georgia Southern University & STEM, and Connie Greer-Georgia Southern University. Mr. Rillo thanked Roger Weaver and Bobby Marr for their assistance.

Councilmember Reilly requested information regarding safety measures at the site. Councilmember Colville asked if the American Disability Act (ADA) requirements were reviewed. Mr. Rillo stated he was working with Bobby Marr (Public Works Director) to ensure all regulations and codes will be enforced for the safety of the public.

Tom Canning, 410 Point Peter Place: Mr. Canning spoke about the Historic Preservation Commission meeting regarding Sign Ordinances and the Code Enforcement Officer.

Dick Russell, 93 Wright Street: Mr. Russell read a letter from Alex Kearns (St. Marys EarthKeepers) supporting the proposed 25 foot Marsh Buffer Ordinance and the Seismic Air Gun Testing Proclamation.

Kay Westberry, 203 East Dillingham: Ms. Westberry spoke about the new Sign Ordinance, 111 Wheeler Street and proposed candidate for Historic Preservation Commission (HPC). Ms. Westberry requested that Council direct the Historic Preservation Commission to review other City codes regarding Historic Districts and demolition ordinances and report back to Council.

Jeff Berg, 11115 Colerain Road: Mr. Berg mentioned the inoperable fountain at Howard Gilman Memorial Park and the wonderful wedding that took place there.

OLD BUSINESS:

A. NEW ALCOHOL LICENSE WINN DIXIE STORE #70 (*):

Council consideration to approve a new 2014 liquor license for Samson Merger Sub, LLC D/B/A Winn Dixie Store #70 for the sale of beer and wine off premise consumption with food

Councilmember Stasinis made a motion to approve a new 2014 alcohol license for Samson Merger Sub, LLC D/B/A Winn Dixie Store # 70 for the sale of beer and wine off premise consumption with food. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

NEW BUSINESS:

- A. PROCLAMATION-SEISMIC AIR GUN TESTING:** *Councilmember Robert L. Nutter*
Proclamation denouncing Seismic Air gun Testing along the east coast from Delaware to mid-Florida
Councilmember Nutter made a motion to approve the proclamation for Seismic Air Gun Testing. Councilmember Stasinis seconded the motion. Councilmember Reilly moved for discussion and stated additional scientific material should be reviewed before rendering a decision. Councilmember Colville stated additional information on both sides was needed. Councilmember Gant stated additional information should be reviewed to ascertain if seismic air gun testing was harmful to marine animals. Councilmember Nutter withdrew his motion and stated he would present additional information to Council at a later time. Councilmember Stasinis seconded the withdrawal.
- B. DEPARTMENT OF HOMELAND SECURITY, US CITIZENSHIP & IMMIGRATION SERVICES (SAVE) (*):** *To renew a federal mandated agreement with DHS-USCIS for the verification of illegal aliens*
Councilmember Stasinis made a motion to authorize Mayor Morrissey to sign the federal agreement with the Department of Homeland Security, U.S. Citizenship & Immigration Services for the verification of illegal aliens. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.
- C. 3RD QUARTER TOWN HALL MEETING:** *To schedule the 3rd Quarter Town Hall meeting in July*
Councilmember Williams made a motion to schedule the 3rd Quarter Town Hall meeting for Thursday, July 10, 2014 at 6:00 p.m. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.
- D. MEMORANDUM OF AGREEMENT (MOA) -OAK GROVE CEMETERY AUTHORITY:** **REMOVED**
Roger Weaver (Planning Director) Request approval of MOA between the City and Oak Grove Cemetery in the amount of \$73,292
- E. SIGN ORDINANCES REVISION-HISTORIC PRESERVATION COMMISSION (*):** *Roger Weaver (Planning Director) Request amendment to Ordinance 46, Section 141 and creation of new section (114 in Section 62)*
Councilmember Stasinis moved to approve the amendment to Sign Ordinances (Ordinance 46, Section 141) and creation of a new section (114 in Section 62). Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.
- F. MARSH BUFFER ORDINANCE:** *Roger Weaver (Planning Director) Request amendment to Ordinance 117-78 regarding the buffer at the Marsh Jurisdictional Line*
Roger Weaver gave a brief update on the Marsh Buffer Ordinance and how it will protect the homeowner. Councilmember Gant made a motion to approve the amendment to the Marsh Buffer Ordinance regarding the buffer at the Marsh Jurisdictional Line. Councilmember Colville seconded the motion. Councilmember Gant moved for discussion and stated the ordinance will protect the marsh and the homeowner. Voting was unanimous in favor of the motion.
- G. SEWER DESIGN CONTRACT AWARD (MARSH VIEW LANE & WRIGHT STREET (*)):**
Bobby Marr (Public Works Director) Request authorization to award contract to Stevenson and Palmer Engineering, Inc. for the amount of \$19,800

Councilmember Stasinis made a motion to award the contract to Stevenson and Palmer Engineering, Inc. in the amount of \$19,800 and authorize Mayor Morrissey to sign the contract. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

H. SERVER STORAGE & BUDGET ORDINANCE (POLICE DEPARTMENT) (*): Timothy Hatch (Police Chief) Request permission to upgrade mobile (patrol vehicles) video server storage

Councilmember Stasinis made a motion to approve the Server Storage request and Budget Ordinance for the Police Department. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

I. SCHOOL RESOURCE OFFICER-MEMORANDUM OF UNDERSTANDING (*): Timothy Hatch (Police Chief) Request authorization for Mayor John F. Morrissey and Police Chief Timothy Hatch to renew the School Resource Officer (MOU) with Camden County School System

Councilmember Stasinis made a motion to authorize Mayor Morrissey and Police Chief Timothy Hatch to renew the School Resource Officer Memorandum of Understanding with Camden County School System. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

J. BAIT SHOP REQUEST FOR PROPOSAL: Jennifer Brown (Finance Director)

Councilmember Reilly made a motion to approve City personnel moving forward with the Request for Proposal on the Bait Shop. Councilmember Nutter seconded the motion. Councilmember Nutter moved for discussion and stated the added services would have the current occupants operating outside the current lease agreement. Voting was unanimous in favor of the motion.

K. MUNICIPAL COURT JUDGE CONTRACT RENEWAL: Jennifer Brown (Finance Director)

Councilmember Colville made a motion to approve City personnel moving forward with the Request for Proposal regarding Municipal Court Judge. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

L. FY 2015 BUDGET APPROVAL (*): Jennifer Brown (Finance Director)

Request approval to adopt the FY 2015 Budget

Councilmember Stasinis made a motion to approve the FY 2015 Budget Ordinance. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

M. GENERAL AGRICULTURE-FORESTRY DISTRICT ORDINANCE SECTION NUMBER REVISIONS (*): (ADDED) Roger Weaver (Planning Director)

Councilmember Stasinis moved to approve the General Agriculture-Forestry District Ordinance number revisions as presented. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

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

The Finance Director referred to the ten month financial report the Mayor and Council received on revenues and expenditures for the General, Tourism, SPLOST, Water & Sewer,

Solid Waste, and Aquatic Center funds for FY 2014. 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 June 16, 2014.

REPORT OF MAYOR:

Mayor Morrissey thanked Angela Wigger (Tourism Director) and Mr. John Long for their hard work on the Georgia Radio Museum and Hall of Fame. Mayor Morrissey stated the opening was a well-attended event. Mayor Morrissey stated it was National Garden Week and thanked the Garden Club for the beautiful flowers presented to City Hall and various locations throughout the City.

GRANTING AUDIENCE TO THE PUBLIC:

There were no public comments.

MAYOR AND COUNCIL COMMENTS:

Councilmember Colville stated Council was unable to give direction to the Historic Preservation Commission (HPC) but stated the HPC might consider reviewing other ordinances that pertain to Historic Districts. Councilmember Williams stated that volunteers on boards and commission along with City personnel dedicate many hours to preserving and improving the City.

CITY MANAGER'S COMMENTS:

*Gaines Davis Update

Bobby Marr (Public Works Director) gave a brief update on the Gaines Davis Project stating the City is currently moving forward with condemnation on five parcels (approximately 10 owners) with a few needing to be served. Councilmember Gant and Nutter requested information on the process for serving those remaining. Mayor Morrissey stated Council will receive additional information in the near future.

EXECUTIVE SESSION: Legal (Pending Litigation) Added

Councilmember Nutter made a motion to adjourn to executive session to discuss Legal (Pending Litigation). Councilmember Williams seconded the motion. Voting was unanimous in favor of the motion.

The Mayor and City Council adjourned to executive session at 7:10 p.m., returning at 7:35 p.m. with Mayor Morrissey calling the Council meeting back to order. Councilmember Colville made a motion to authorize the City Attorney to offer appraised value and up to the cost of litigation to settle the Gaines Davis easement litigation currently pending. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

ADJOURNMENT:

Councilmember Nutter made a motion for adjournment. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion. Mayor Morrissey declared the meeting adjourned at 7:36 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk

Board Appointments

- 1. Historic Preservation Commission (1)*
- 2. Orange Hall Foundation (4)*



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: June 11, 2014

Board interested in serving on: Historic Preservation Commission

Name: Tom D. Conkright

Address: 308 Serpentine Dr.

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

Contact Phone Numbers: (912) 510-0685

E-mail Address: _____

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

Please see attached

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

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

Signature: Tom D. Conkright

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

Attachment for Board Volunteer Application, Historic Preservation Commission, Tom D. Conkright, June 11, 2014

Education: BSEd with a life time teaching certificate in Social Studies and German
MSEd primarily in curriculum development (organizing ideas and preparation for presenting them)
PhD in International and Comparative Education with research in Sierra Leone, W. Africa

Skills and abilities: For most of my career, including five years in the US Air Force, I have been involved in managing projects, mostly smaller ones involving performance, documentation and training. I have also had considerable experience in collecting information to determine needs and have then helped design solutions. Especially through Kiwanis and churches, I have served on and chaired numerous boards and committees.
I was on the board of advisors for the Marietta Georgia Salvation Army Corps and also for the Business program at Life University in Marietta, Georgia.

Work experience: I taught High School American (and Missouri) History for a year in the Kansas City area and supported the Middle School world history teacher for the year and a half we were in China.
A couple of highlights from my work experience: I was a Senior Manager at Anderson Consulting in Atlanta, partner in a company in Roswell, and self-employed for over 15 years.
I was part of a three person team that conducted a written and on-line survey, focus groups and key stake holder interviews to better understand the opinions and future of a 280 member service club.

Board Interest: I have continued to read and experience man's history throughout the world and the USA. My wife and I enjoy touring historical places and often recount the experience. We have already toured most of the historical places in St. Marys that we have heard of. Although my understanding and insights into the history of Camden County and St. Marys in particular are mostly new, I am intrigued with the long progression and feel that the preservation of our history will provide a major variable in our continued growth and success.

Prior relationships: I do not know of any business or personal relationships that would in any way conflict with the operation and decisions of this board.



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: June 11, 2014

Board interested in serving on: HISTORIC PRESERVATION COMMISSION

Name: Jim Goodman

Address: 309 BORRELL BOULEVARD

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

Contact Phone Numbers: CELL & TEXT

E-mail Address: _____

Describe your current qualifications for the position including education, skills, abilities, and work experience: GRADUATE OF CAMDEN PUBLIC SCHOOLS; BACHELOR OF ARTS GEORGIA STATE COLLEGE & UNIVERSITY; HOSPITAL ADMINISTRATOR INTERNSHIP CHARTER MEDICAL CORP, NHA; MASTERS IN PUBLIC ADMINISTRATION CANDIDATE TROY STATE UNIVERSITY; CERTIFIED FORENSIC INVESTIGATOR GA PUBLIC SAFETY TRAINING CENTER; CERTIFIED FIREFIGHTER, SOUTH GEORGIA FIRE TRAINING CENTER. 40+ YEARS EXPERIENCE IN PUBLIC HEALTH AND SAFETY ADMINISTRATION AND MANAGEMENT.

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

I HAVE RETIRED AND RETURNED TO MY CHILDHOOD HOME, I AM INTERESTED IN CONTINUING TO SERVE IN A PUBLIC SECTOR CAPACITY WHICH SEEKS A REASONABLE BALANCE BETWEEN PRESERVATION AND PROGRESS.

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

I KNOW OF NO CONFLICTS WHATSOEVER.

Signature: James A. Goodman

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



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 27 May - 2014

Board interested in serving on: Historic Preservation Com

Name: DAVID GRIMM

Address: 103 W. WOOD ST.

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

Contact Phone Numbers: _____

E-mail Address: _____

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

B.A. JOURNALISM - UNIVER. OF COLORADO
DIRECTOR of INFORMATION - MAYOR'S OFFICE
CITY of BOULDER / DIRECTOR of UNIVER. RELATIONS
UNIVER. of COLO. (SEE OTHER SIDE)

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

PRESERVING OUR HISTORIC BUILDINGS IS
IMPORTANT FOR OUR ECONOMIC DEVELOPMENT
FOR FUTURE GENERATIONS TO ENJOY

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

NO CONFLICTS OF INTEREST

Signature: David Grimm

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

To Whom it may Concern —

I worked closely with historic
preservation organizations in Colorado —
Including Historic Boulder — The
State Historic Society — LANDMARKS
BOARD & others —

D.G.



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 06/11/2014

Board interested in serving on: Orange Hall Foundation

Name: Dawn Bryan

Address: 201 Osprey Circle

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

Contact Phone Numbers: 912-674-0171

E-mail Address: _____

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

I have a 6 year degree in Education, I was president of the Waycross Service League which is a volunteer organization before moving to St. Marys in 2004. I also teach 3rd grade at Mamie Lou Gross Elementary School.

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

I have been a member of this board and believe in its mission.

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

None to my knowledge

Signature: Dawn Bryan (Electronic Signature)

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



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 15 May 2014

Board interested in serving on: Orange Hall Foundation

Name: Melissa Carter

Address: 5105 Harrietts Bluff Road

City, State, and Zip: Woodbine, GA 31569

Contact Phone Numbers: _____

E-mail Address: _____

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

- Radford University (BS)
- Walden University (MEd)
- Camden County Teacher (23 years)
- Former Camden Middle Teacher of the Year
- Current Georgia Master Teacher
- Amateur photographer
- Participant in local photography contests

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

- Preservation of local history for future generations
- Restoration of local historical sites for educational purposes.
- Strengthening community ties and relations.

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

Signature: Melissa R. Carter

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



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 6/10/14

Board interested in serving on: ORANGE HALL BOARD OF DIRECTORS

Name: CONN H. COLE

Address: 511 W. ALEXANDER ST

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

Contact Phone Numbers: _____

E-mail Address: _____

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

- CURRENT BOARD MEMBER OF ORANGE HALL BOB
- SERVED ON BOARD SINCE 2008, PAST PRESIDENT
- WORKED FOR CAMDEN COUNTY BOARD OF COMMISSIONERS FOR 9 YEARS

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

- WE HAVE A GOOD GROUP OF PEOPLE SERVING ON THE BOARD THAT WORK WELL TOGETHER
- WE HAVE SEVERAL PROJECTS/ACTIVITIES PLANNED IN THE FUTURE THAT I WANT TO BE PART OF AND SEE THROUGH.

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

NONE

Signature: [Handwritten Signature]

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

Jamie Segear
409 W. Alexander Street
St. Marys, GA 31558

April 15, 2014

To Whom it May Concern:

I am interested in continuing to serve on the Orange Hall House Museum Foundation. The Foundation recently had our Grand Reopening which was a great success. I'm interested in helping the Foundation find funds and continue our service to St. Marys with our house in mind.

Sincerely,

A handwritten signature in black ink that reads "Jamie Segear". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Jamie Segear



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 4-15-14

Board interested in serving on: Orange Hall House Museum Foundation

Name: Jamie Segear

Address: 409 W. Alexander St,

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

Contact Phone Numbers: _____

E-mail Address: j _____

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

Early Elem Masters Degree in Education, well written/spoken, Advertising managerial experience, interest/education in history on the foundation for almost 6 years, knowledge in HQR report as well as historical.

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

I'm interested in procuring funds to continue bettering Orange Hall, sharing our House with the community and being an ambassador for our House and our city.

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

N/A

Signature: Jamie Segear

New Business

RESOLUTION

**IN SUPPORT OF THE JOINT DEVELOPMENT AUTHORITY'S (JDA)
INITIATIVE TO SUPPORT ECONOMIC DEVELOPMENT**

WHEREAS, positive economic development within Camden County affects the quality of life of all its citizens; and

WHEREAS, the cities and county have not been competitive with other entities in attracting such economic development; and

WHEREAS, many other entities with which we are competing are successfully investing substantial amounts of ad valorem taxes to promote economic development; and

WHEREAS, attracting good jobs and tax base requires significant investment in money and effort; and

WHEREAS, a unified, single source point of contact is absolutely necessary for achieving such economic development.

NOW, THEREFORE, BE IT RESOLVED BY CITY OF ST. MARYS that this body hereby expresses its support for a unified approach to economic development in Camden County, supported by up to 1 mil of County ad valorem tax revenue.

FURTHER RESOLVED, that this body will take all appropriate actions that are reasonable and necessary to further such support.

This resolution adopted by the Mayor and City Council of the City of St. Marys, Georgia.

Adopted this ____ day of _____, 2014.

CITY OF ST. MARYS, GEORGIA

BY: _____
John F. Morrissey, Mayor

ATTEST: _____
Deborah Walker-Reed, City Clerk

Councilmember Sam L. Colville

Councilmember Jim Gant

Councilmember Robert L. Nutter

Councilmember David Reilly

Councilmember Nancy Stasinis

Councilmember Linda P. Williams

CITY COUNCIL MEETING
June 16, 2014

TITLE: GDOT MOWING CONTRACT CANCELATION FOR HIGHWAY 40 AND SPUR 40

PURPOSE: To identify the potential options for City Council consideration as related to the two seasonal mowing positions in the Public Works Department.

RECOMMENDATION: Approval of Option 3 below.

HISTORY/ANALYSIS: The Georgia Department of Transportation (DOT) had entered into a contract with the City for the mowing of state highways within the city limits of St. Marys for the past two years. The state routes within the City limits are Highway 40 and Spur 40 (Charlie Smith Sr. Highway). The total length of these state routes within the City is 11.04 miles. The DOT has paid the City \$2,625 per mile per year (billed monthly) for the City to provide the mowing (including edging, weedeating, etc.). However, the DOT has sent the City notification that they will be canceling the contract as of June 30, 2014. This contract funded the City's two seasonal mowing positions. Therefore, the City has the following options:

Option 1: The City can terminate the employment of the two seasonal positions effective June 30 due to losing the revenue source for these positions. This option could result in a reduced service level for the mowing of the state highways, if it is the desire of council to continue mowing these areas. However, the remaining mowing crews would have to be supplemented with employees from other crews in order to maintain these rights-of-ways. This would result in a reduction of service levels by the other crews.

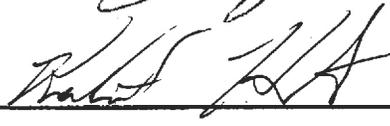
Option 2: The City could discontinue the mowing of state highways within the City after June 30, 2014, and rely on the Department of Transportation to maintain them. However, the mowing frequency by DOT is currently about two times per year. This option would be a tremendous reduction in appearance to both major highways.

Option 3: The City Council could pass a budget ordinance to cover the salaries of the two seasonal employees for the remaining portion of the mowing season (through October 21, 2014). The cost for the salaries would be \$18,200 (which covers salaries, FICA, workers comp, unemployment, and uniforms). This option would continue the existing service levels through this mowing season. However, this option would not cover the first part of next year's mowing season, but could provide time for council consideration sometime in January (after the 6 month budget review). At that point, a new budget ordinance could be passed if that was City Council's desire.

Option 4: The City Council could pass a budget ordinance to cover the salaries of the two seasonal employees for the remaining portion of the current mowing season as well as the first portion of next year's mowing season running through June 30, 2015. The cost for this option would be approximately \$30,000 (which covers salaries, FICA, workers

comp, unemployment, and uniforms). The remaining portion of that mowing season (starting July 2015) could then be budgeted in the FY2016 budget.

Department Director: 

City Manager: 

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

May 27, 2014

Honorable John F. Morrissey, Mayor
City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558

RE: Contract for Mowing of State Routes

Dear Mayor Morrissey:

As per the Contract for Maintenance of Highways between the City of St. Marys and the Georgia Department of Transportation, the Department reserves the right to terminate the agreement by giving notice in writing at least 30 days prior to the end of the twelve (12) month agreement period. Due to funding issues, the District will be unable to renew this contract for the next Fiscal Year. Therefore, please allow this letter to serve as notice that payment for the agreement between the City of St. Marys and the Georgia Department of Transportation will end on June 30, 2014.

If you have any questions concerning this matter, please feel free to contact this office at (912) 427-5700 or at P.O. Box 610, Jesup, Georgia 31598.

Sincerely,

Karon L. Ivery
District Engineer

KLI: BHS

c: Michael Carmichael, Area Engineer
District Maintenance Files

Exhibit A

City of St. Marys

STATE ROUTE	MILES	Beginning Mile Post/ Description	Ending Mile Post / Description
40	4.97	MP 18.87 2325' West of St. Marys Rd.	MP 23.84 St. Marys Street
40 SP	6.07	MP 0.00 SR 40/Osborn St.	MP 6.07 650' South of Crooked River State Park Entrance
TOTAL	11.04		

In accordance with the agreement to maintain State Routes, we issue and agree that the total mileage referenced for this agreement is correct for FY 2014.

District Maintenance Engineer

City Official

State Maintenance Engineer

CITY COUNCIL MEETING

June 16, 2014

NEW BUSINESS: Approve extension of the contract between the City and the Oak Grove Cemetery Authority.

PURPOSE: To approve extension of the contract.

RECOMMENDATION: Approval

HISTORY/ANALYSIS: The Oak Grove Cemetery Authority (Authority) has been working under the terms of the original maintenance contract dated July 1, 2013. It is recommended that the contract be extended for a period of one year.

One change has been made from the original contract -

- Grave marking responsibility reverted back to the City.

ATTACHMENTS: *Copy of the original contract maintenance.*

Department Director: _____

Michele Wood

City Manager: _____

Mark L. Stoltz

Extension of Cemetery Maintenance Contract

BETWEEN

THE OAK GROVE CEMETERY AUTHORITY AND THE CITY OF ST. MARYS

The Cemetery Authority would like to request an extension of the current maintenance contract between the City and the Authority. (See attached) The contract will be extended for one (1) year, to begin on July 1, 2014 and end on June 30, 2015.

- After this original agreement was drawn up and approved, grave marking responsibility was reverted back to the City.

Any renewal of this contract shall be based upon discussions between the parties. Decision to continue or discontinue contract shall be made a minimum of thirty (30) days prior to the renewal date.

The contract shall not be terminated except by mutual agreement.

For the Cemetery Authority: _____

Kay Westberry, Chairperson

Date: _____ 2014

For the City of St. Marys: _____

John F. Morrissey, Mayor

Date: _____ 2014

Attest: _____

Deborah Walker-Reed

St. Marys Georgia City Clerk



6/11/13
Received 1:55

ADDENDA #1

05/06/2013

ADD: These maintenance specifications and contract shall replace the specifications included in the original bid document.

CEMETERY MAINTENANCE SPECIFICATIONS AND CONTRACT

1. General Requirements

- 1.1. All work will be performed in a professional and workmanlike manner by experienced and well trained, uniformed personnel, utilizing clean, well-maintained equipment of the latest and most efficient design.
- 1.2. The practices and procedures employed will be according to accepted industry standards (e.g., Association of Landscape Contractors of America); installations and applications will be made with technical expertise; all vehicles and equipment will be operated both skillfully and safely within the cemetery grounds.
- 1.3. Work performance will comply with the Federal Occupational Safety and Health Act. Applications of pesticides are not permitted.
- 1.4. All original product packaging may be inspected by the Cemetery Authority's representative prior to use.
- 1.5. All mechanized equipment (power mowers, trimmers, edgers, etc.) must be turned off if you encounter the public (within 20 feet).
- 1.6. No mechanized equipment (power mowers, trimmers, edgers, etc.) shall be used within 200 feet of a funeral in progress.
- 1.7. The Contractor will train crew members to respect not only the solemn dignity of the cemetery, avoiding loud talking, running, profanity, etc., but will also train all employees concerning the provisions of this agreement and the need to prevent damage to tombs, stones, and monuments.
- 1.8. Historic cemeteries require extra care above and beyond maintenance of normal landscaping. Experts in the care and maintenance of historic cemeteries will be notified of a time to meet with all cemetery workers as they are hired or replaced in order to educate them in the handling of fragile stones, bricks and iron work in the cemetery.

2. Lawn Maintenance Issues

- 2.1. Mowing
 - 2.1.1. Paper, trash, branches, flowers not associated with a grave, and other debris will be collected prior to each mowing.
 - 2.1.2. Contractor will mow turf areas as needed according to seasonal growth picking up all paper, trash, branches, flowers, and debris as per 2.1.1.
 - 2.1.3. No more than 1/3 of the leaf blades will be removed per mowing – Contractor will be expected to adjust the mowing height as appropriate and, if necessary, for different sections of the cemetery. Mowing height will be used according to grass type and variety as recommended by lawn care experts.
 - 2.1.4. During periods of excessive rain and tall grass growth, the mower cut height may be raised and the cycles noted above modified.
 - 2.1.5. All mowing will be conducted with a rotary/mulching mower. Given the spacing of stones and potential for damage, equipment larger than an intermediate walk-behind mower may be used in the cemetery provided it never comes within one foot from a monument.
 - 2.1.6. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.
 - 2.1.7. Mowing equipment and patterns (alternate directions each cutting where possible) shall be employed to permit recycling of clippings where possible and present a neat appearance.
 - 2.1.8. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, Contractor will collect clippings until the disease is undetectable.

- 2.1.9. All plots with coping surrounding grass will require special treatment and consideration.
 - 2.1.9.1. No coping is to be damaged by turf maintenance or removed to make maintenance "easier." Mowers shall not be operating when passing over coping.
 - 2.1.9.2. Only 21-inch push mowers may be used in plots with coping (see item 2.2.4.).
- 2.2. Edging and Trimming
 - 2.2.1. Grass adjacent to fixed objects, such as tombs, grave stones, monuments, etc., shall be trimmed to the same height as the general turf. Trimming is to be done so that turf areas are not scalped.
 - 2.2.2. Contractor will edge tree rings and plant beds, and all buildings, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass will be edged every other mowing cycle during the growing season.
 - 2.2.3. RESERVED
 - 2.2.4. No mower will be operated within 12-inches of any marker, monument, headstone, footstone, or other memorial. All turf between these markers and mown areas must be trimmed using a filament line trimmer equipped with line no heavier than 0.08-inch which will not be allowed to touch such monuments.
 - 2.2.4.1. The Contractor's employees will be expected to know the length of their trimmer line at all times to prevent this line from coming into contact with the grave stones, tombs, and monuments. Any line damage other than pre-existing (defined as documented by the Contractor at the beginning of this agreement) is the responsibility of the Contractor.
 - 2.2.4.2. When trimming near stones, tombs, and monuments, the Contractor is responsible for ensuring that the rotation of the string causes the grass to be thrown back towards the operator. This will assist in preventing any objects thrown by the trimmer, such as rocks, sticks, etc., from being thrown toward fragile stones, thereby minimizing the potential for accidental damage.
 - 2.2.4.3. The cemetery's stones will be trimmed every other mowing cycle during the growing season.
 - 2.2.5. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2-foot diameter, maximum 3-foot diameter) to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass. Establishment and maintenance of such mulched areas will be charged to the cemetery.
 - 2.2.6. Contractor will clean with a blower all clippings from sidewalks, curbs, roadways and markers or monuments immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in sewer drains.
 - 2.2.7. Contractor will ensure that grass clippings do not build up in the corners of plots with coping – otherwise over time there is a build-up of unsightly dead grass in these areas which will eventually hide the coping.
 - 2.2.8. Under no circumstance will herbicides be used in lieu of appropriate edging and trimming, especially adjacent to monuments and fences. Soil sterilants may never be used on the cemetery property.
 - 2.2.9. No rakes or metal tools will be used to remove leaves and debris from monument slabs.
 - 2.2.10. Leaves and debris must be removed by blowers only.
 - 2.2.11. No equipment is to be operated within 12-inches of monuments, markers, or stones. Special care is to be taken around walkways, copings, and curbs.

3. Landscape Plant Maintenance Issues: Trees, Shrubs, Ground Covers.

3.1. Fertilization

- 3.1.1. The fertilization of any trees, plants and shrubs or flowers within this scope of work shall not be included.
- 3.1.2. Contractor will mow grass in all plots, but plants placed on individual plots by the owners and which are cared for by the plot owners are not the responsibility of the contractor.

3.2. Pest Control

- 3.2.1. Pesticides shall not be employed for insect or disease infestations unless requested by the contractor and approved in writing by the Authority. No pesticide use shall be part of this contract.
- 3.2.2. Weeds in beds or mulched areas will be removed mechanically or by hand.

3.3. Pruning

- 3.3.1. Pruning should only be done to remove dead or diseased branches, reduce foliage density or crossing branches, to improve the beauty of the plant through selective removal of a few branches, or to ensure safety of monuments and visitors.
- 3.3.2. Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness and blooms. No powered hedge trimmers are to be used in the cemetery.
- 3.3.3. All trees should be trimmed so a mower can get under and around them.
- 3.3.4. No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar, and pruning paint will not be applied.
- 3.3.5. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.
- 3.3.6. The Contractor will remove all litter from the cemetery.

3.5. Mulching

- 3.4.1. All mulched areas will be replenished once a year during the winter months (Nov. - Feb).
- 3.4.2. Mulch should be maintained at a depth of not less than 2-inches and not more than 3-inches.
- 3.4.3. Mulch will not be placed against the trunks of plants.
- 3.4.4. Mulch will not be placed against marble or sandstone tombs, monuments, or gravestones.
- 3.4.5. Mulch will not be allowed to cover valve boxes, meters, irrigation heads, landscape lighting, or any stone, monument, or marker.
- 3.4.6. All curb, roadway and bed edges will be trenched to help contain the applied mulch. The Contractor is required to define all edges and taper or roll away the mulch from the edges.
- 3.4.7. The Contractor is responsible for remixing mulch in areas that are starting to show mold or rot and to ensure that mulch or other landscape bed materials are not mixing or creeping into turf areas.
- 3.4.8. Leaves raked from under cemetery oaks are considered suitable for mulching camellias and azaleas as long as other materials such as rotting flowers and shrub leaves and weeds are not present in the oak leaves as these materials often contain diseases which can be carried over year to year and plant to plant.

4. General Maintenance

- 4.1. Monthly the Contractor will be responsible for manually pulling of any and all weeds in landscape beds (barked, stoned, and flower beds, including family plots), around curbs and coping, sidewalks, parking areas, and around trees that are barked or landscaped, fence lines, retaining walls, property lines – anywhere that weeds are growing.
- 4.2. Monthly the Contractor will be responsible for removing all trash from bed areas and other high visibility areas, including walkways, parking lots, and family plots.
- 4.3. All turf areas and planting beds (including shrubbery and planting areas) will be cleaned of leaves, weeds, trash, and any other debris according to the following general schedule:

General Landscaping Calendar - Oak Grove Cemetery

January & February	Clean rake 1/2 acre a day, remove grass and weeds which try to cover stones around edges and grow on stones. Blowers are the only method approved to be used for removing leaves from monuments.
Early March	As camellias finish blooming around March, shape them up into rounded form, but do not shorten them. They are large because they are old and add to the atmosphere of the age of the cemetery. They look like Christmas trees and are the only things that bloom through the winter. Trim vines from bushes and fences.
Late March, early April	Rake again under tree areas to get the leaves from oaks which fall in early spring. Begin mowing cycle as noted elsewhere.
April	As azaleas finish blooming, shape each bush up when the blooms are gone. Cut away at ground level any oak and other tree seedlings which come up around and inside plots as they will eventually push against the stones and cause them to move or break. Begin mowing cycle as noted elsewhere.
May through October	Mowing and removing weeds from tops of stones.
November	Rake and clean up inside west and south boundaries. Trim vines off near the ground in plots, in shrubbery and on fences and walls.
December	Rake and clean up areas under trees. Mowing will be less necessary in colder months. Mow only as needed to stop weed growth and in case weather is unseasonably warm.

5. Inspection and Acceptance of Work

- 5.1. The Contractor shall be responsible for notifying the Cemetery Authority's representative as soon as practical after the completion of each FULL cycle of work.

- 5.2. An inspection will be made by the Cemetery Authority's representative within 24 hours of notification by the Contractor that work has been performed.
- 5.3. The Cemetery Authority will notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 72 hours to repair, replace, or redo the specified work. Any damage to monuments, markers, memorials, or fences will require professional conservation treatment by a conservator who is approved by the cemetery. The Contractor will be responsible for all charges incurred.
- 5.4. All work must meet the specifications of this agreement. The cemetery's city representative will be the final authority on acceptance, as well as any damage to cemetery property, markers, monuments, fences, etc.

6. Insurance, Licenses, Permits, and Liability

- 6.1. The Contractor will carry liability amounts and worker's compensation coverage required by law on his/her operators and employees and require the same of any sub-Contractors and provide proof of same to the cemetery.
- 6.2. The Contractor will carry general liability insurance in the amount of \$1,000,000.
- 6.3. The Contractor is also responsible for obtaining any licenses and/or permits (not limited to business licenses, pesticide licenses, etc.) required by law for activities on cemetery's property.
- 6.4. All work will be performed in a workmanship-like manner.
- 6.5. Situations which are the Contractor's responsibility:
 - 6.5.1. Any damage due to the operation of his equipment in performing the contract, to include damage to stones, monuments, markers, fences, walkways, curbs, coping, plantings, or any memorial device in the cemetery.
 - 6.5.2. Failure to comply with all laws pertaining to protected plant species.
 - 6.5.3. Damage to plant material due to improper horticultural practices.
 - 6.5.4. Injury to non-target organisms for any reason.
 - 6.5.5. Any pollution to the cemetery or its groundwater caused by any foreign materials such as waste oil, gasoline or the like.
- 6.6. Situations which are not the Contractor's responsibility:
 - 6.6.1. Death or decline of plant materials due to improper selection, placement, planting or maintenance done before the time of this contract.
 - 6.6.2. Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
 - 6.6.3. Flooding, storm, wind, fire or cold damages.
 - 6.6.4. Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components provided he/she reported these to client, or irrigation restrictions imposed by civil authorities.
 - 6.6.5. Damage caused by or to any item hidden in the landscape and not clearly guarded or marked, excluding however, all stones, monuments, markers, fences, walkways, curbs, coping, or memorial devices.
 - 6.6.6. Damage due to vandalism.

7. Property Description, Services Provided, Terms, Conditions, and Charges

- 7.1. This contract is for the maintenance of property at the OAK GROVE CEMETERY, BARTLETT STREET and more specifically described as: approx. 14.5 acres of treed and open space containing historic markers, miscellaneous copings, fences, walls, capstones (stone and concrete), maintenance office and shed, gates, survey markers, and similar items commonly found in a cemetery as well as city right of ways outside cemetery walls on Bartlett and Weed Streets.
- 7.2. The contract term is for a period of 1-year with a beginning date of JULY 1, 2013 and an ending date of JUNE 30, 2014. The contract may be canceled by either party without cause with 30-days written notification. Upon such cancellation the Contractor remains responsible for any damages as outlined in 7.5.
- 7.3. This contract will be governed by the laws of the State of Georgia. Should the cemetery be required to engage the services of an attorney in connection with this agreement or to enforce its provisions, the cemetery shall be entitled to reasonable attorney's fees.
- 7.4. This contract shall comply with the requirements of Ordinance 56, Cemetery Authority. This ordinance is incorporated into this document by this reference thereto. Where conflicts exist between this agreement and the Ordinance, the Ordinance shall govern. Any interpretation of the terms and conditions noted herein or in the Ordinance shall be resolved by the Cemetery Authority.
- 7.5. The Contractor shall provide one (1) full time cemetery worker as a part of this contract. Working hours shall be 8:00 AM to 5:00 PM, Monday thru Friday.
- 7.6. Charges.
 - 7.6.1. The Contractor will furnish all labor and equipment for the performance of this contract.
 - 7.6.2. The charge for the specified service shall be \$ 27,500.⁰⁰ per year payable on a monthly basis of \$ 2,458.³³ per month.

7.7. Any additional or unscheduled services agreed upon by the Cemetery Authority and Contractor will be billed separately as net 30 days.

Cory B. Cohn
Name of Contractor (Place Seal here)

[Signature]
Contractor's Representative

Cory Cohn
Typed Name

Owner
Title

July 9, 2013
Date

Oak Grove Cemetery
Name of Cemetery

[Signature]
Oak Grove Cemetery Representative

Typed Name

Title

Date

CITY COUNCIL MEETING
June 16, 2014

TITLE: MCGARVEY'S WEE PUB: *2nd Anniversary Event (Luau Celebration)*

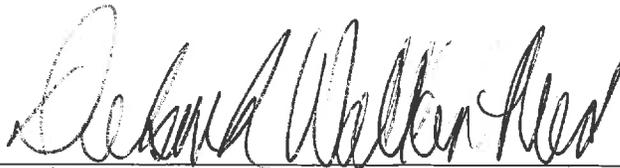
PURPOSE: Council consideration to approve a one day event for temporary open container alcohol sales.

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

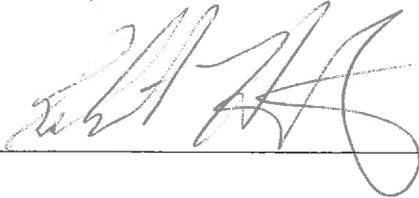
HISTORY: McGarvey's Wee has requested permission to sell alcohol outside in the parking lot (a confined secure area) at their 2nd Anniversary Luau Celebration. Linda Johnson, Property Manager with Bakkar Group, has approved this event to be held outside in the parking area at Kings Bay Village. The event is scheduled for Saturday, July 12, 2014. Request to assemble outdoor area starting at 8:00 a.m. on Friday, July 11, 2014 and have the area cleaned by Monday, July 14, 2014. The following procedures will be in place during our event:

1. All City ordinances will be strictly followed.
2. One bouncer will be stationed at each outdoor entrance (2 entrances) to Pub.
3. Off-duty St. Marys Police Officer hired for the event to address any problems that might arise at the owner's expense.
4. No glass policy in outdoor area ensuring the safety of patrons and their families. Plenty of trash cans will be located outside include a portable restroom.
5. Properly fenced area with cones to the specifications of St. Marys City Council.

**Department
Director:**



**City
Manager:**





To St Mary's City Council,

McGarvey's Wee Pub would like to celebrate our second anniversary with the town of St Mary's for our inaugural Luau celebration. With your permission, we would like to corner off a few hundred feet of parking lot space in front of our suite within King's Bay Village shopping center on July 11-13. The space would be enclosed with rental fencing to contain patrons to the sectioned area.

Our hopes are to set up a stage for a band to play periodically from 5pm to 1:30am within this sectioned area. However, we plan to abide by any and all noise ordinances and remain flexible regarding this point. We would also like to have an outdoor beer cooler within the sectioned area to sell aluminum beverages to our patrons. We plan for the area to contain a handful of tables as well as numerous chairs for seating. Plenty of trash cans will be located outside, as well as portable restrooms, to help keep our guests comfortable and maintain a clean area.

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

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

Our goal is to begin set up for this outdoor area around 4pm on July 11th and have the area dismantled, clean and trash-free by 10am July 13. The area would be properly set up with fencing cones, etc. to the specifications of St. Mary's City Council.

We would appreciate city council, as well as other members of our community, to vote in favor of approving our 2nd anniversary celebration. We remain open to suggestions. Please direct all questions to, owner William Zachary Briers Jr. (704) 962-5699 zbriersjr@gmail.com

Thank you,

McGarvey's Wee Pub Management Team



June 9, 2014

City of St Marys
Osborne Road
St Marys, GA 31558

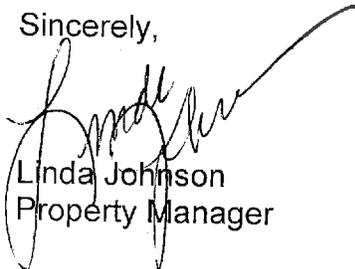
Reference: Wee Pub / Anniversary event / Bar-B-Que

To Whom It May Concern:

Kings Bay Village / St Mary's Properties has given permission to Wee Pub Restaurant to hold their Anniversary event in the parking lot in front on their space for the weekend of July 11,12,13 2014.

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

Sincerely,



Linda Johnson
Property Manager



Mtg 6/6
3pm

Half Stage

MSO

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

EVENT COORDINATION

EVENT NAME: McGarry's wee pub 20th Anniversary
DATE OF EVENT: 7 / 12 / 14 START TIME: 12pm FINISH TIME: 1:30am
REQUESTING ORGANIZATION: McBlack D.B.A. McGarry's wee pub
TYPE OF ORGANIZATION: Irish pub / Restaurant

EVENT COORDINATOR'S CONTACT INFORMATION:

EVENT COORDINATOR (APPLICANT): Zach Foriers JR.

RELATIONSHIP OF APPLICANT TO ORGANIZATION: owner

ADDRESS: 2603 Osborne Rd Suite P+N
Saint Marys, GA 31558

PHONE NUMBERS: HOME () _____
WORK (912) 467-4763
CELL : _____

E-MAIL: _____

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

EVENT SPECIFICS

PRE-ASSEMBLY TIME: 7:30am PRE-ASSEMBLY LOCATION: wee pub parking lot
WILL A PUBLIC ADDRESS SYSTEM OR MUSIC BE USED? YES NO _____
IF SO, WHERE AND AT WHAT TIME(S)?
Band's will provide their own equipment
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.)
The road in front of the pub will be blocked off
approximately 15-20 yards to the left and right.

NUMBER AND LOCATION OF PARKING SPACES THAT NEED TO BE BLOCKED OFF
Two handicap spaces will be blocked off, they will be replaced
by the next two parking spots.

SUPPORT

WILL PORTABLE STAGE BE NEEDED? YES X NO _____

Setup stage Friday morning

WHOLE STAGE _____ HALF STAGE X

WHERE? In front of wee pub (same as St. Paddy's Day)

ELECTRICITY NEEDED? YES _____ NO X

WHERE? _____

ESTIMATE THE NUMBER OF:

PEOPLE: 100 ANIMALS: _____ VEHICLES: _____

TEMPORARY STATIC STRUCTURES:

Temporary mesh fence

ANY OTHER INFORMATION:

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

NA

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)

- 20 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.
- 20 Applicant agrees to provide the requisite number of trash receptacles for use during the event.
- 20 Applicant agrees to assume responsibility for any damages to City property resulting from the event.
- 20 Applicant assumes responsibility to arrange for clean-up after the event.
- 20 Applicant assumes responsibility for clean up after any animals involved in the event.
- 20 Applicant agrees to notify residences and businesses within the festival area to advise them of the event plans (Dates, times, road closures, etc.).
- 20 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)
- 20 Applicant agrees to not place vendors in front of any business entrances during the event.
- 20 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.

8B Applicant agrees to advise vendors of all City requirements, including but not limited to: fire extinguisher requirements, hose/electrical cord trip hazard responsibilities, grease control/cleanup, power availability, setup time, break down completion, event permit times, etc.

8B Applicant agrees to provide volunteers to assist visitors in accessing the parking area for the Cumberland Island Ferry for events that block Osborne Street and/or St. Marys Street.

8B Applicant understands that State Laws and City Ordinances will be enforced. Specifically, music and the use of any public address system will cease before 11:00 PM.

8B Applicant understands that a non-refundable site fee of \$150.00 per tent will be required by the City for events where tents larger than 12 feet by 12 feet will be erected in the Waterfront Park.

8B Applicant will provide their own Public Address system or other sound equipment.

8B Applicant will coordinate two weeks in advance of the event with the Chief Ranger at Cumberland Island National Seashore (912-882-4336 extension 258) to allow for park visitor access to the parking area of the ferry parking lot. This includes access for campers with gear boarding the ferry and those visitors with special needs. Vendors and support staff will not use the ferry parking area.

RECYCLING RESPONSIBILITIES

8A Applicant will provide recycling receptacles during their event and remove after the event.

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

Irish pub would like to celebrate our 2nd anniversary by hosting a Luau Party in the parking lot of our building. With permission we would like to block off a few hundred feet of parking lot space in front of our suite within Kingsbay Shopping center on July 11-13. The event will be similar to our previous ~~parties~~ ^{parties} Saint Patrick's day celebration just different theme.

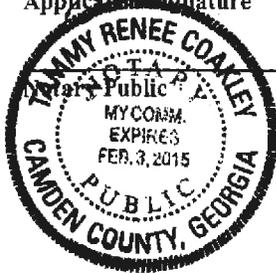
I will email a more detailed attachment.

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.)

Z. Adams
Applicant Signature

6, 4, 14
Date



T. Coakley

6, 4, 14
Date

2, 3, 15
Date My Commission Expires

STAFF REVIEW:

Date of Staff Review: 6, 6, 14

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):

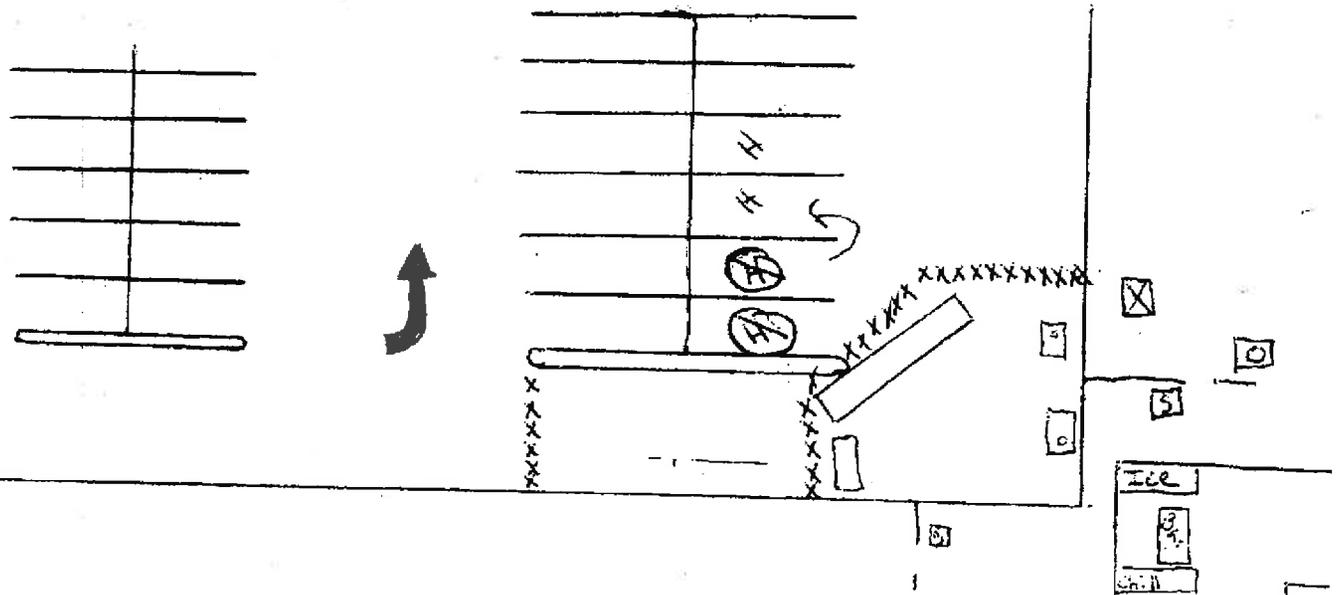
Upon review of this Assembly Permit Request and considering the recommendations of City Staff, it is the City Manager's decision that this request is (circle one): **APPROVED / DISAPPROVED**

[Signature]
City Manager

6, 9, 2014
Date

CC: Tourism, DDA, City Clerk

- - Security
- X - fencing
- H - Handicap
- - Police officer
- ⊗ - Portable toilet



Robert "Bobby" Marr
Public Works Director



TELEPHONE
912/882-4415
FAX: 912/673-6681

DEPARTMENT OF PUBLIC WORKS
418 OSBORNE STREET * ST. MARYS, GEORGIA 31558

INVOICE

STAGE RENTAL DELIVERY & SETUP
(1/2 STAGE)

ORGANIZATION: McBlack d.b.a McGarvey's wee pub

EVENT: 2nd anniversary

DATE OF EVENT: July 11, 2014 - 13th

LOCATION: McGarvey's wee pub / 2603 osborne

DATE: 7/11/14 - ~~7/12/14~~ SETUP 7/14/14 PICK UP

RENTAL FEE: \$ 250.00

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

PRINT NAME: Zach Brinos JR. SIGNATURE: [Signature]

TELEPHONE NUMBER: 704-962-5699 TODAY'S DATE: 6/6/14

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

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

Note: Accounts Receivable please fax form to Public Works at 673-6681 as soon as possible once paid..

CITY COUNCIL MEETING

June 16, 2014

TITLE: General Election Call

PURPOSE: Council consideration to approve an ordinance to advertise the call for the General Election and candidate qualifying period.

RECOMMENDATION: Approval of the ordinance to advertise the call for the General Election and candidate qualifying period.

HISTORY/ANALYSIS: An election for the purpose of electing three Council members (Post #1, Post #2 and Post #3) will be held in the City of St. Marys on Tuesday, November 4, 2014. Qualifying of candidates will take place on the following dates and times: Monday, August 25, 2014, Tuesday, August 26, 2014, Wednesday, August 27, 2014 and Thursday, August 28, 2014 from 8:30 a.m. – 4:30 p.m. in the City Clerk's office.

**Department
Director:** _____



**City
Manager:** _____



AN ORDINANCE FOR THE 2014 GENERAL ELECTION FOR THE CITY OF ST. MARYS, GEORGIA; SETTING FORTH THE MANNER OF QUALIFICATION; NAMING THE PLACE AND DATE OF SAID EARLY ADVANCE VOTING; NAMING THE PLACE AND DATE OF SAID ELECTION; PROVIDING FOR CLOSURE OF VOTER REGISTRATION; PROVIDING FOR QUALIFICATION FEES, AND FOR OTHER PURPOSES.

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ST. MARYS, GEORGIA AS FOLLOWS:

-1-

The **General Election** for the City of St. Marys, Georgia will be held on the **4th** day of **NOVEMBER, 2014**. **Three (3) Council Members** representing **Post #1, #2, and #3** shall be elected in such election.

-2-

All persons desiring to be a candidate for City Council shall qualify in person at City Hall in the City Clerk's office between 8:30 a.m. o'clock and 4:30 p.m. o'clock, Monday through Thursday. Qualifying begins on the **25th** day of **August, 2014** and ends the **28th** day of **August, 2014**. Qualifying by mail shall not be accepted. The qualifying fee for Councilmember is \$270.00, payable to the City of St. Marys at the time of qualifying.

-3-

Early Advance Voting shall be conducted on the **13th** day of **October, 2014** through the **31st** day of **October, 2014** at the Camden County Board of Registrar's office in the Historic Courthouse, 200 East 4th Street; Woodbine, Georgia between the hours of 8:30 a.m. and 5:00 p.m. local time and Saturday, October 25, 2014 from 9:00 a.m.-4:00 p.m.

-4-

The General Election shall be conducted at City Hall (SOUTHERN VOTING PRECINCT), 418 Osborne Street; the St. Marys Fire Station (NORTHERN VOTING PRECINCT), 201 Dandy Street; St. Marys Middle School (WESTERN VOTING PRECINCT), 2600 Osborne Street; Mary Lee Clark Elementary School, 318 Mickler Drive; and Mush Bluff Fire Station, 3357 Charlie Smith Sr. Highway, St. Marys, Georgia between the hours of 7:00 a.m. and 7:00 p.m. local eastern time on Election Day.

-5-

The deadline for Voter Registration for the General Election shall be at the close of business on Monday, October 6, 2014.

-6-

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of St. Marys that such adjudication shall in no manner affect the other sections, sentences, clauses, or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause, or phrase were not originally a part of the ordinance.

-7-

This ordinance shall become effective immediately upon passage and approval.

-8-

All ordinances and part of ordinances in conflict with this ordinance are hereby repealed.

ADOPTED in legal assembly by the Mayor and Council this 16st day of June, 2014.

CITY OF ST. MARYS, GEORGIA

BY:

John F. Morrissey, MAYOR

ATTEST:

Deborah Walker-Reed, CITY CLERK

[CITY SEAL)

Approved as to Form

City Attorney

CITY COUNCIL MEETING

June 16, 2014

TITLE: 2014 Camden County Chamber of Commerce Board Nominations

PURPOSE: Council consideration to nominate six candidates to the Camden County Chamber of Commerce Board

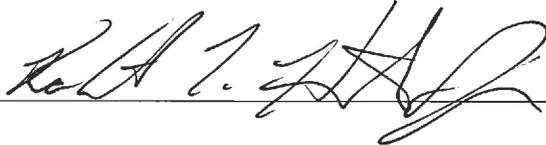
HISTORY/ANALYSIS:

The Camden County Chamber of Commerce e-mailed the City of St. Marys the names of six nominees they have listed for their board. The City of St. Marys is entitled to one vote as a member.

**Department
Director:** _____



**City
Manager:** _____



**Camden County Chamber of Commerce
July 2014- June 2017 Board of Directors
Official Ballot**

The following is the official ballot for the 2014-2017 Board of Directors
of the Camden County Chamber of Commerce.

Please select six (6) members to fill the six (6) open Board seats

Gregg Callan
Lockheed Martin Space Systems Company
1st Term

Vincent Samuels
Express Scripts
1st Term

Joel Hanner
Georgia Power Company
1st Term

Martin Turner
Turner Brothers Heating & Air Conditioning
2nd Term

Gary Straight
S & S Pool Services
2nd Term

Anthony Kicklighter
Camden Pharmacy
2nd Term

Please return to the Chamber office by June 18, 2014 at 12:00 p.m.

CITY COUNCIL MEETING

June 16, 2014

TITLE: AID-TO-CONSTRUCTION ORDINANCE REVISION

PURPOSE: To amend the Aid-to-Construction Ordinance in order to be more conducive with current conditions

RECOMMENDATION: Approval

HISTORY/ANALYSIS:

Staff recommends the following revisions be made to 98-57 Aid-to-construction fee ordinance:

1. Paragraph (b) currently reads “The city currently has three wastewater treatment facilities with another facility being proposed for future development. The current wastewater treatment plants are known as the Point Peter Plant, Weed Street Plant and Scrubby Bluff Plant.”

It is proposed that this paragraph be changed to be consistent with the treatment facilities the city currently operates.

2. Paragraph (c) currently reads: “The aid-to-construction fee for commercial subdivisions and/or structures, and residential subdivisions and/or structures shall be calculated based on the estimated average daily water consumption of each type of structure or unit as outlined in Table 98-57.1, multiplied by the estimated construction cost per gallon, as listed in the fee ordinance, then multiplied by the number of units. The estimated aid-to-construction cost per gallon shall increase May 1 of each succeeding year, beginning in May 2010, at a rate of five percent. If the proposed use is not included in Table 98-57.1, then the daily average water consumption rate shall be determined by the mayor and council and/or their designee.”

It is proposed that the underlined portion be changed to read “City Manager” so as to be consistent with the last Structure Type in Table 98-57.1 which says,

Construction not described above	Water/sewer usage costs as determined by the City Manager and/or staff member as designated by the City Manager.
----------------------------------	--

AID-TO-CONSTRUCTION ORDINANCE REVISION (continued)

3. Paragraph (d) currently reads: “Aid-to-construction fees for commercial or residential projects that do not require subdivision review and approval shall be paid with submittal of a request for a building permit. Aid-to-construction fees for commercial or residential subdivisions shall be paid prior to submittal of final subdivision approval by the planning commission.”

It is proposed that the underlined portion be changed to read, “the receipt of a building permit for any structure” in order for all fees to be paid at one time, and will be paid per structure.

4. Paragraph (e) currently reads: “Any additions made to current structures shall pay an aid-to-construction fee in an amount of either the added estimated water consumption resulting from any addition to the current structures or an amount based on square footage of the proposed addition, whichever is smaller, using Table 98-57.1. Addition shall be defined as a physical addition to the existing structure, and not interior renovations or building envelope renovations. Added estimated water consumption shall be defined as the difference between the current number of fixtures and their related consumption and the proposed new number of fixtures and their related consumption.”

It is proposed that this paragraph be deleted and replaced with the following:

- **“Additions and renovations made to existing structures shall pay an aid-to-construction fee based on the number of fixtures to be added in addition to the ones presently in place. The fee shall be calculated based on 10 units per fixture and then multiplied by the current estimated construction cost per gallon.”**

This change will ensure that fees are charged to only additions and renovations that will impact the water/sewer system.

5. Paragraph (f) currently reads: “For any commercial or residential subdivision, a final plat will not be submitted to city council for approval until after receipt of any related fees - including the aid-to-construction fee. For projects not requiring subdivision, a building permit will not be issued until after receipt of any related construction fees - including the aid-to-construction fee. Engineering plans will not be approved until after receipt of any and all construction fees.”

It is proposed that this paragraph be deleted due to the fact that Paragraph (d) addresses the timeframe for the payment of fees.

AID-TO-CONSTRUCTION ORDINANCE REVISION (continued)

6. The Table 98-57.1 is used to calculate the aid-to-construction fees and lists Structure Types and the corresponding water usage in gallons per day. The last Structure Type on the table is shown below:

Construction not described above	Water/sewer usage costs as determined by the City Manager and/or staff member as designated by the City Manager.
----------------------------------	--

It is proposed that the last Structure Type on the Calculation Table be changed to read as follows:

Construction not described above	Water/sewer usage costs as determined by the City Manager and/or staff member as designated by the City Manager. <u>Fees calculated over \$100,000 shall be submitted to the Mayor and City Council for review and approval.</u>
----------------------------------	--

This change reflects the limit for fees charged for construction not listed on the calculation table. Fees over \$100,000 will be reviewed by the Mayor and Council. This stipulation was approved by Council at the September 16, 2013 council meeting.

**Department
Director:** _____

Suey Brown

**City
Manager:** _____

R. H. J. [Signature]

1 **ST. MARYS CITY COUNCIL**
2 **ST. MARYS, GEORGIA**
3

4 At the regular meeting of the St. Marys City Council, held in the St. Marys
5 City Hall, St. Marys, Georgia:
6

7
8 Present:

- 9
10 John F. Morrissey, Mayor
11 Bob Nutter, Councilman, Post 1
12 Nancy Stasinis, Councilwoman, Post 2
13 Jim Gant, Councilman, Post 3
14 Dave Reilly, Councilman, Post 4
15 Sam Colville, Councilman, Post 5
16 Linda P. Williams, Councilman, Post 6
17

18
19 **AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF**
20 **ST. MARYS, GEORGIA, CHAPTER 98 UTILITIES.**
21

22 Be it, and it is, hereby ordained by the Mayor and Council of the City of St.
23 Marys, this _____ day of _____, _____ that sections 98-57 (b), (c), (d), (e),
24 and (f) and Table 98-57.1 of the Code of Ordinances, City of St. Marys, Georgia
25 is hereby amended to read as follows:
26

27 **Sec. 98-57. Aid-to-construction fees**
28

29 **(b)**
30 The aid-to-construction fee will be based upon improvements needed for the
31 water or wastewater infrastructure and construction or expansion of the water or
32 wastewater treatment facilities serving the city. The city currently has two
33 wastewater treatment facilities with another facility being proposed for future
34 development. The current wastewater treatment plants are known as the Point
35 Peter Plant and the Scrubby Bluff Plant. Each aid-to-construction fee will be
36 based on the expansion or construction needed for any and all improvements or
37 expansions of the water and wastewater plants serving the city. These fees will
38 only be used for the improvement or expansion of the water and wastewater
39 treatment facilities located within the city.
40

41 **(c)**
42 The aid-to-construction fee for commercial subdivisions and/or structures, and
43 residential subdivisions and/or structures shall be calculated based on the
44 estimated average daily water consumption of each type of structure or unit as
45 outlined in Table 98-57.1, multiplied by the estimated construction cost per
46 gallon, as listed in the fee ordinance, then multiplied by the number of units. The

1 estimated aid-to-construction cost per gallon shall increase May 1 of each
2 succeeding year, beginning in May 2010, at a rate of five percent. If the proposed
3 use is not included in Table 98-57.1, then the daily average water consumption
4 rate shall be determined by the City Manager and/or their designee.

5
6 Owner/developer of any structure shall have the option of providing an Earthcraft
7 or LEED certified facility that may modify the daily average water consumption
8 rate as listed in Table 98-57.1. The aid-to-construction fee shall be the lower of
9 the figures derived from using either the figures from 98-57.1 or the Leed or
10 Earthcraft certified figures. The city will only accept certified LEED (Leadership in
11 Energy and Environmental Design) or Earthcraft figures from a current Georgia
12 registered professional engineer or current Georgia registered architect.

13
14 For example: for a 2011 development with 50 units of one-bedroom apartments
15 the fee would be GPD (Table 98-57.1) × Cost Per Gallon × Unit Total = Aid-To-
16 Construction Fee or $150 \times \$12.58 \times 50 = \$94,350.00$ would be the aid-to-
17 construction fee.

18
19 **(d)**

20 Aid-to-construction fees for commercial or residential projects that do not require
21 subdivision review and approval shall be paid with submittal of a request for a
22 building permit. Aid-to-construction fees for commercial or residential
23 subdivisions shall be paid prior to the receipt of a building permit for any
24 structure.

25
26 **(e)**

27 Additions and renovations made to existing structures shall pay an aid-to-
28 construction fee based on the number of fixtures to be added in addition to the
29 ones presently in place. The fee shall be calculated based on 10 units per fixture
30 and then multiplied by the current estimated construction cost per gallon.

31
32 Earthcraft and LEED certification may also be used for existing structures. The
33 relocation of one or more fixtures within the same existing building envelope will
34 not require an aid-to-construction fee.

35
36 **(f)**

37 Eliminated
38
39
40
41
42
43
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45
46

Table 98-57.1

Structure Type	Water Usage In Gallons Per Day
Airport	2 per passenger plus 14 per employee
Assembly hall	2 per seat
Barber shop/beauty parlor	55 per chair
Boarding house	60 per room
Boarding house with laundering services	60 per room plus 500 per washing machine
Boarding house w/ dishwashing machine	60 per room plus 50 per dishwashing machine
Bowling alley	75 per lane
Car wash with wand wash	200 per bay
Car wash with hand wash	700 per location
Car wash with drive thru automated wash	3,500 per site
Call center	5 per 100 square feet of building
Clinic-Medical/Surgical/Outpatient	150 per exam room
Clinic-Psychiatric-non-exam	See office listing
Correction institution/prison/jail	125 per bed plus 10 per employee
Club-Non-Residential recreation facility	Consumption per member to be determined by review of type and capacity by designated staff
Club-Residential recreation facility	Consumption per member to be determined by review of type and capacity by designated staff
Day care	10 per employee
Dental office	150 per chair
Department store-retail	5 per 100 square feet of building
Drug store	300 per store
Factory/manufacturing facility	15-35 per person per shift as determined by review of process not including water/sewer needed for the process used.
Funeral Home	10 per 100 sf
Highway Rest Areas	Gpd per person per day based on engineering criteria for size of building and anticipated use factors as submitted by GaDOT and reviewed and approved by the City Manager or designated staff member.
Hospital	100 per bed
Hotel/motel no kitchens	60 per room for 2 person – each extra person add 25 gpd
Hotel/motel plus food service	60 per room plus food service as listed above

House of Worship	1 per seat
House of Worship with day care or school	1 per seat plus 10 each school personnel
House of Worship fellowship hall with kitchen	25 per seat plus 50 per seat for dishwashing
Kennel	15 per cage
Kindergarten, no meals	10 per person
Kitchen for day care or kindergarten	10 per person
Laundry, self-service	200 per machine
Laundry, commercial	1,000 per machine
Manufactured home park	300 per site
Marina without bathhouse	10 per boat slip
Multifamily – one bedroom	100 per unit
Multifamily – two bedrooms	150 per unit
Multifamily – three bedrooms or more	200 per unit plus 50 per additional bedroom
Nursing home	150 per bed
Office (except medical or dental)	15 per person
Parks – Day use with flush toilets	Consumption per member to be determined by review of type and capacity by designated staff not to exceed 5 per person
Picnic areas (with flush toilets)	Consumption per member to be determined by review of type and capacity by designated staff not to exceed 5 per person
Physician's (medical) office	10 per outpatient procedure room plus 10 per exam room
Residential, one bedroom	150 per unit
Residential, two bedrooms	200 per unit
Residential, three or more bedrooms	300 per unit plus 50 per additional bedroom
Restaurant - less than 24 hours service	25 per seat – Add 500 to each use for a laundering service and add 500 to each use for an automated dishwashing service
Restaurant – 24 hour service	50 per seat – Add 500 to each use for a laundering service and add 500 to each use for an automated dishwashing service
Restaurant – Drive-in	30 per car space - Add 500 to each use for a laundering service and add 500 to each use for an automated dishwashing service
Restaurant – Carry-out only	35 per 100 square feet of building - Add 500 to each use for a laundering

	service and add 500 to each use for an automated dishwashing service
Retail	400 per toilet room
Schools – day, no showers or cafeteria	15 per student and staff
Schools – day with cafeteria	20 per student and staff
Schools – day with showers and cafeteria	25 per student and staff
Service station, full service (fuel and convenience items)	25 per 100 sf
Service station, with garage repairs	100 per pump
Shopping centers	.16 per square foot
Speculative Buildings	.1 per square foot adjusted upon occupancy
Stadium	2 per seat
Storage – Mini Warehouse	1.5 per 100 sf (gross)
Swimming Pools except residential pools	10 per user based on legal code occupancy
Tavern, bar, lounge, no meals	15 per seat
Tavern, bar, lounge, with meals	15 per seat plus food service plus usage for “restaurant – less than 24 hour service” as listed above
Travel Trailer (RV) park	150 per space
Theater – Drive in	3 per car
Theater (inside fixed seating)	3 per seat
Veterinarian Office	20 per 100 sf (gross)
Warehouse	400 per toilet room
Construction not described above	Water/sewer usage costs as determined by the City Manager and/or staff member as designated by the City Manager. Fees calculated over \$100,000 shall be submitted to the Mayor and City Council for review and approval.

1 **This Amendment shall become effective upon passage.**
2
3

4 **ST. MARYS CITY COUNCIL**
5 **ST. MARYS, GEORGIA**
6

7
8 By: _____
9 JOHN F. MORRISSEY, MAYOR
10

11
12 Attest: _____
13 DEBORAH WALKER-REED,
14 CITY CLERK
15 CITY OF ST. MARYS, GEORGIA
16

17 To Form
18

19
20 _____
21 CITY ATTORNEY
22

1 **EXPLANATION OF CHANGES**

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

3
4 **Sec. 98-57. Aid-to-construction fees**

5 **(b)**

6 The aid-to-construction fee will be based upon improvements needed for the
7 water or wastewater infrastructure and construction or expansion of the water or
8 wastewater treatment facilities serving the city. The city currently has ~~three~~ two
9 wastewater treatment facilities with another facility being proposed for future
10 development. The current wastewater treatment plants are known as the Point
11 Peter Plant, ~~Weed Street Plant~~ and Scrubby Bluff Plant. Each aid-to-construction
12 fee will be based on the expansion or construction needed for any and all
13 improvements or expansions of the water and wastewater plants serving the city.
14 These fees will only be used for the improvement or expansion of the water and
15 wastewater treatment facilities located within the city.

16
17 **(c)**

18 The aid-to-construction fee for commercial subdivisions and/or structures, and
19 residential subdivisions and/or structures shall be calculated based on the
20 estimated average daily water consumption of each type of structure or unit as
21 outlined in Table 98-57.1, multiplied by the estimated construction cost per
22 gallon, as listed in the fee ordinance, then multiplied by the number of units. The
23 estimated aid-to-construction cost per gallon shall increase May 1 of each
24 succeeding year, beginning in May 2010, at a rate of five percent. If the proposed
25 use is not included in Table 98-57.1, then the daily average water consumption
26 rate shall be determined by the ~~mayor and council~~ City Manager and/or their
27 designee.

28
29 Owner/developer of any structure shall have the option of providing an Earthcraft
30 or LEED certified facility that may modify the daily average water consumption
31 rate as listed in Table 98-57.1. The aid-to-construction fee shall be the lower of
32 the figures derived from using either the figures from 98-57.1 or the Leed or
33 Earthcraft certified figures. The city will only accept certified LEED (Leadership in
34 Energy and Environmental Design) or Earthcraft figures from a current Georgia
35 registered professional engineer or current Georgia registered architect.

36
37 For example: for a 2011 development with 50 units of one-bedroom apartments
38 the fee would be GPD (Table 98-57.1) × Cost Per Gallon × Unit Total = Aid-To-
39 Construction Fee or 150 × \$12.58 × 50 = \$94,350.00 would be the aid-to-
40 construction fee.

41
42 **(d)**

43 Aid-to-construction fees for commercial or residential projects that do not require
44 subdivision review and approval shall be paid with submittal of a request for a
45 building permit. Aid-to-construction fees for commercial or residential

1 subdivisions shall be paid prior to submittal of final subdivision approval by the
2 planning commission the receipt of a building permit for any structure.
3

4 (e)

5 ~~Any additions made to current structures shall pay an aid to construction fee in~~
6 ~~an amount of either the added estimated water consumption resulting from any~~
7 ~~addition to the current structures or an amount based on square footage of the~~
8 ~~proposed addition, whichever is smaller, using Table 98-57.1. Addition shall be~~
9 ~~defined as a physical addition to the existing structure, and not interior~~
10 ~~renovations or building envelope renovations. Added estimated water~~
11 ~~consumption shall be defined as the difference between the current number of~~
12 ~~fixtures and their related consumption and the proposed new number of fixtures~~
13 ~~and their related consumption.~~

14 Additions and renovations made to existing structures shall pay an aid-to-
15 construction fee based on the number of fixtures to be added in addition to the
16 ones presently in place. The fee shall be calculated based on 10 units per fixture
17 and then multiplied by the current estimated construction cost per gallon.
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19 Earthcraft and LEED certification may also be used for existing structures. The
20 relocation of one or more fixtures within the same existing building envelope will
21 not require an aid-to-construction fee.
22

23 (f)

24 ~~For any commercial or residential subdivision, a final plat will not be submitted to~~
25 ~~city council for approval until after receipt of any related fees including the aid-~~
26 ~~to construction fee. For projects not requiring subdivision, a building permit will~~
27 ~~not be issued until after receipt of any related construction fees including the~~
28 ~~aid to construction fee. Engineering plans will not be approved until after receipt~~
29 ~~of any and all construction fees.~~
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Table 98-57.1

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Car wash with hand wash	700 per location
Car wash with drive thru automated wash	3,500 per site
Call center	5 per 100 square feet of building
Clinic-Medical/Surgical/Outpatient	150 per exam room
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Dental office	150 per chair
Department store-retail	5 per 100 square feet of building
Drug store	300 per store
Factory/manufacturing facility	15-35 per person per shift as determined by review of process not including water/sewer needed for the process used.
Funeral Home	10 per 100 sf
Highway Rest Areas	Gpd per person per day based on engineering criteria for size of building and anticipated use factors as submitted by GaDOT and reviewed and approved by the City Manager or designated staff member.
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Hotel/motel no kitchens	60 per room for 2 person – each extra person add 25 gpd
Hotel/motel plus food service	60 per room plus food service as listed above

House of Worship	1 per seat
House of Worship with day care or school	1 per seat plus 10 each school personnel
House of Worship fellowship hall with kitchen	25 per seat plus 50 per seat for dishwashing
Kennel	15 per cage
Kindergarten, no meals	10 per person
Kitchen for day care or kindergarten	10 per person
Laundry, self-service	200 per machine
Laundry, commercial	1,000 per machine
Manufactured home park	300 per site
Marina without bathhouse	10 per boat slip
Multifamily – one bedroom	100 per unit
Multifamily – two bedrooms	150 per unit
Multifamily – three bedrooms or more	200 per unit plus 50 per additional bedroom
Nursing home	150 per bed
Office (except medical or dental)	15 per person
Parks – Day use with flush toilets	Consumption per member to be determined by review of type and capacity by designated staff not to exceed 5 per person
Picnic areas (with flush toilets)	Consumption per member to be determined by review of type and capacity by designated staff not to exceed 5 per person
Physician's (medical) office	10 per outpatient procedure room plus 10 per exam room
Residential, one bedroom	150 per unit
Residential, two bedrooms	200 per unit
Residential, three or more bedrooms	300 per unit plus 50 per additional bedroom
Restaurant - less than 24 hours service	25 per seat – Add 500 to each use for a laundering service and add 500 to each use for an automated dishwashing service
Restaurant – 24 hour service	50 per seat – Add 500 to each use for a laundering service and add 500 to each use for an automated dishwashing service
Restaurant – Drive-in	30 per car space - Add 500 to each use for a laundering service and add 500 to each use for an automated dishwashing service
Restaurant – Carry-out only	35 per 100 square feet of building - Add 500 to each use for a laundering

	service and add 500 to each use for an automated dishwashing service
Retail	400 per toilet room
Schools – day, no showers or cafeteria	15 per student and staff
Schools – day with cafeteria	20 per student and staff
Schools – day with showers and cafeteria	25 per student and staff
Service station, full service (fuel and convenience items)	25 per 100 sf
Service station, with garage repairs	100 per pump
Shopping centers	.16 per square foot
Speculative Buildings	.1 per square foot adjusted upon occupancy
Stadium	2 per seat
Storage – Mini Warehouse	1.5 per 100 sf (gross)
Swimming Pools except residential pools	10 per user based on legal code occupancy
Tavern, bar, lounge, no meals	15 per seat
Tavern, bar, lounge, with meals	15 per seat plus food service plus usage for “restaurant – less than 24 hour service” as listed above
Travel Trailer (RV) park	150 per space
Theater – Drive in	3 per car
Theater (inside fixed seating)	3 per seat
Veterinarian Office	20 per 100 sf (gross)
Warehouse	400 per toilet room
Construction not described above	Water/sewer usage costs as determined by the City Manager and/or staff member as designated by the City Manager. <u>Fees calculated over \$100,000 shall be submitted to the Mayor and City Council for review and approval.</u>

CITY COUNCIL MEETING

June 16, 2014

TITLE: General Fund Expenses

PURPOSE: To Reallocate Funds to cover department expenditures.

RECOMMENDATION: Approval

HISTORY/ANALYSIS:

It is necessary to allocate funds in the amount of \$26,110 to cover General Fund expenses for the FY 2014 budget. They are as follows:

- Executive Department: to cover temp employee expense, travel, and small equipment in the amount of \$17,110.
- Parks Department: Electricity in the amount of \$3,000.
- Cemetery: Fees due to the Cemetery Authority from lot sales in the amount of \$6,000.

Department

Director: _____

Jenny Brown

City

Manager: _____

Robert J. Hill

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

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

That it is necessary to amend the FY14 Budget to cover expenses through the end of the year for various General Fund Departments.

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>
100-51300-51.1200 Executive-Temp Employees	\$ 0	+ \$ 1,510	\$ 1,510
100-51300-52.3500 Executive-Travel	\$ 3,000	+ \$ 13,200	\$ 16,200
100-51300-53.1600 Executive-Small Equipment	\$ 260	+ \$ 2,400	\$ 2,660
100-56210-53.1230 Parks-Electricity	\$ 15,000	+ \$ 3,000	\$ 18,000
100-54950-61.1100 Cemetery-Operating T/F Out	\$ 15,200	+ \$ 6,000	\$ 21,200
100-38.0001 General Funds-Fund Equity	\$ 468,423	+ \$ 26,110	\$494,533

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

CITY OF ST. MARYS, GEORGIA

By: _____
John F. Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

CITY COUNCIL MEETING

June 16, 2014

TITLE: PURCHASES THAT WILL CROSS FISCAL YEARS

PURPOSE: Reallocate SPLOST Funds from FY 2014 to FY 2015

RECOMMENDATION: Approval

HISTORY/ANALYSIS: This is a request to increase the FY 2015 budget for SPLOST VII expenditures. Tier One projects were fully funded in May and the City now has funds available for SPLOST VII purchases. The purchases will cross fiscal years; therefore, it is necessary to increase the FY 2015 budget to cover the expenditures.

Department

Director: _____

Emily Brown

City

Manager: _____

Robert J. Hoff

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 cover police cars and computer/software expense that will cross fiscal years.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
320-54200-54.1241 Equipment/Facilities	\$210,000	+\$126,800	\$ 336,800
320-31.3200 Fund Equity	\$2,410,000	+\$126,800	\$2,536,800

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

CITY OF ST. MARYS, GEORGIA

By: _____
John F. Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

CITY COUNCIL MEETING

June 16, 2014

TITLE: SOFTWARE FOR CODE ENFORCEMENT

PURPOSE: Request approval to purchase software for Code Enforcement.

RECOMMENDATION: Approval

HISTORY/ANALYSIS: Per the recommendation of IT and the Department Director over Code Enforcement, it is being requested to purchase software to assist with tracking of code compliance issues.

"Attached is a proposal and other data for a call center application that will be great for tracking code compliance issues, as well as building department issues.

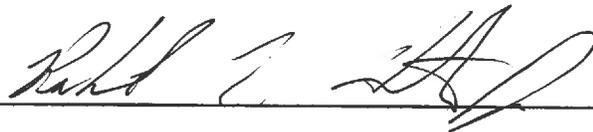
I whole heartedly support this extension of our InCode system to make our in-office paperwork more efficient and our retrieval of data speedy.

DJ, Gene, Robby, Michele and I have been looking into this for a month or so, and believe it will pay for itself within a year." Roger Weaver

**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 cover software expense for the Code Enforcer.

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>
100-57450-54.2410 Computer Software	\$0	+\$9,450	\$ 9,450
100-38.0001 Fund Equity	\$570,835	+\$9,450	\$580,285

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

CITY OF ST. MARYS, GEORGIA

By: _____
John F. Morrissey, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk



Proposal - Call Center
Local Government Division

Presented to:

Eugene Rudy
IT Director
City of St. Mary's
418 Osborne Street
St. Mary's, GA 31558
(912) 510-4029
eugene.rudy@stmarysga.gov

Proposal date:

April 7, 2014

Submitted by:

Robin Reeves
(800) 646-2633
robin.reeves@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Eugene Rudy
City of St. Mary's
April 7, 2014



Investment Breakdown

Proposal Valid for 120 days

Software	Investment	Annual Fees
License Fees (Existing Customer)	4,950	1,238
	4,950	1,238
Professional Services	Investment	
Implementation Services (Existing Customers)	3,000	
	3,000	
Project Total	7,950	1,238

Estimated Travel Expenses 1,438

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Tyler will invoice Client for the License Fees listed above upon deliver of the software.

Maintenance Fees listed above will be invoiced upon ninety (90) days of delivery and annually thereafter on the anniversary of that date

All payment terms are net thirty (30) days

Software Licenses
Eugene Rudy
City of St. Mary's
April 7, 2014



Application Software	QTY	Hours	License Fee	Estimated Services	Annual Maintenance
Incode Customer Relationship Management Suite Call Center	4,950	24	4,950	3,000	1,238
Incode Application Subtotal		24	4,950	3,000	1,238
Application and System Software Total			4,950	3,000	1,238

CITY COUNCIL MEETING

June 16, 2014

TITLE: GEORGIA DEPARTMENT OF LABOR RENTAL

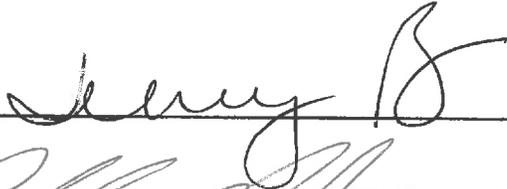
PURPOSE: Facility Rental Agreement

RECOMMENDATION: Approval.

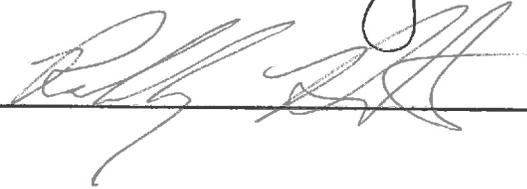
HISTORY/ANALYSIS: The City entered into a rental agreement with Georgia Department of Labor on July 10, 2012 for 406 Osborne Street. Per Article IV of the rental agreement, the Georgia Department of Labor is giving notice to extend the lease starting July 1, 2014 in the amount of \$1,000 per month for a period of one year ending on June 30, 2015.

A copy of the letter from the Georgia Department of Labor requesting the extension has been attached for your review.

Department

Director: _____ 

City

Manager: _____ 



STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

May 16, 2014

City Manager
City of St. Marys
400 Osborne Street
St. Marys, Georgia 31558

Dear Landlord:

Enclosed is your executed copy of the Contract Renewal Letter for Rental Agreement #8728 for space occupied by the Department of Labor, located at 406 Osbourne Street in St. Marys, Georgia.

Please note that we have forwarded an executed copy of the renewal letter to the occupying agency, and one fully executed copy has been retained in our office.

Should you require additional information or have any questions, please contact me at 404-656-2362.

Sincerely,

A handwritten signature in cursive script that reads "Shannon Crockett".

Shannon Crockett
Leasing Specialist

SC:ks

Enclosures



GEORGIA STATE PROPERTIES COMMISSION CONTRACT RENEWAL LETTER

April 1, 2014

William DeLoughy
City of St. Marys
400 Osbourne Street
St. Marys, GA 31558

Re: Georgia Department of Labor

Lease Number: 8728
Fiscal Year: 2015

Dear Hon. DeLoughy:

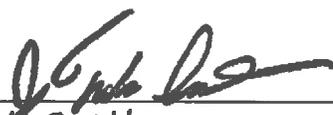
The Rental Agreement ("Lease") dated 7/10/2012, by and between the City of St. Marys ("Landlord") and the Georgia Department of Labor ("Tenant"), for use of 1,682 square feet of office space located at 406 Osbourne Street, St. Marys, Camden County, Georgia 31558, will expire on June 30, 2014.

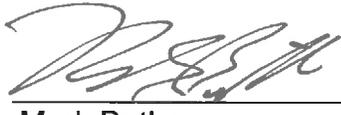
Article IV of the Lease grants to the Tenant the option to extend the Term for three (3) additional periods of one (1) year each. Pursuant to this Article, Tenant desires to exercise this option, therefore extending the Term for a twelve- (12) month period beginning July 1, 2014, and ending June 30, 2015, under the same terms, conditions, covenants, agreements, provisions, and stipulations of the Lease, and at the monthly rental rate of \$1,000.00.

Approved:

STATE PROPERTIES COMMISSION:

GEORGIA DEPARTMENT OF LABOR

By: 
Name: J. Frank Smith
Title: Deputy Executive Director

By: 
Name: Mark Butler
Title: Commissioner

STATE OF GEORGIA
COUNTY of Fulton

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (hereinafter "Rental Agreement" or "Agreement"), made and entered into this 10th day of July 2012, by and between City of St. Marys whose address is 400 Osbourne Street, St. Marys, Georgia 31558, party of the first part, hereinafter called "Landlord," and the **GEORGIA DEPARTMENT OF LABOR**, a department of the State Government of Georgia, whose address is 148 Andrew Young International Boulevard NE, Atlanta, Georgia 30303-1751, party of the second part, hereinafter called "Tenant," for the use of Office Space.

WITNESSETH:

ARTICLE I PREMISES RENTED AND USE OF PREMISES BY TENANT

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise, and rent, upon the terms and conditions herein stated, unto the Tenant those certain Premises situated in Camden County, Georgia, and more particularly described as follows, to wit:

Approximately 1,682 square feet of office space located at 406 Osbourne Street, St. Marys, Georgia, 31558 and known as 406 Osbourne Street, St. Marys, Georgia, 31558 (by the system of streets and numbering commonly in use at the date hereof), together with all the fixtures, improvements, tenements, and appurtenances thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times. The Tenant does hereby this day rent and take from the Landlord, upon the terms and conditions herein stated, for the use of office space and training functions, those certain Premises, more fully described above, together with all the fixtures, improvements, tenements, and appurtenances thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times.

The Premises described above are shown and delineated on a certain drawing dated June 20 2012, prepared for the Landlord and Tenant by Debra Barnes-Homer and entitled "Kings Bay Career Center." A copy of said drawing and specifications marked Exhibit "A" is attached hereto, incorporated herein, and by reference made a part of this Agreement.

ARTICLE II TERM

This Rental Agreement shall be for a term commencing on July 1, 2012, (see Exhibit B, Section 2, paragraph E,) and ending at 12:00 o'clock midnight on June 30, 2013, unless terminated earlier as hereinafter provided. Landlord and Tenant acknowledge and agree that this Rental Agreement and all of Landlord's and Tenant's obligations hereunder are contingent upon Landlord's successful modify-to-suit construction of the Premises pursuant to the terms and provisions of this Rental Agreement. If Landlord has not successfully completed the modify-to-suit construction of the Premises as set forth herein by June 30, 2012, or such later date as is mutually agreed to by the parties under this Rental Agreement, then this Rental Agreement shall automatically terminate and be of no further force or effect, and neither party shall have any rights, liabilities, or obligations hereunder.

ARTICLE III FIXED RENTAL

Landlord has agreed to provide the above-referenced premises to the Tenant free of monthly rental for the State fiscal year 2013, commencing on July 1, 2012, and ending on June 30, 2013. Tenant agrees to pay for all utilities, security services, janitorial services, fire and safety services, all information technology (IT) related services, and will provide and replace lightbulbs for the duration its tenancy. Upon choosing to exercise any of its options to renew or extend the terms of this Agreement, as set forth in Article IV below, Tenant agrees to make monthly rental payments as stipulated in the schedule set forth in Exhibit B, Paragraph 1 of this Rental Agreement.

ARTICLE IV OPTION TO RENEW OR EXTEND TERM OF AGREEMENT

The Landlord, in consideration of the Premises and of the covenants, agreements, provisions, and stipulations herein agreed to be mutually kept and performed by the parties to this Agreement does hereby give and grant unto the Tenant the exclusive right, privilege, and option of renewing or extending this Agreement at the expiration of the aforementioned term on a year-to-year basis for three (3) consecutive years. Said renewal or extension shall be upon the same terms, conditions, covenants, provisions, stipulations, and agreements as herein set forth, and at the monthly rate of rental stipulated in Exhibit B, provided, however, that notice of Tenant's desire to exercise such option shall be given to the Landlord at least forty-five (45) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof. Such right to exercise such option shall be exercised upon the giving of such notice, and without any further instrument, lease, or agreement, this lease shall be so renewed or extended. It is further provided that this option may be exercised by the Tenant only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms, and conditions of this Agreement on the part of the Tenant to be performed, kept, and observed, have been fully and faithfully performed, kept, and observed.

ARTICLE V

GEORGIA LAW

This Agreement shall be governed by, construed under, performed, and enforced in accordance with the laws of the State of Georgia.

ARTICLE VI STIPULATIONS, PROVISIONS, COVENANTS, AGREEMENTS, TERMS, AND CONDITIONS OF RENTAL AGREEMENT

Purpose of Paragraph Identification References

1. The brief, captioned, paragraph-identifications references, which appear in the left hand margin of this Article VI are for the purpose of convenience only, and shall be completely disregarded in construing this Rental Agreement.

Definitions

2. A. The word "Landlord" as used in this Rental Agreement shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provision hereof apply either to male or female, corporations, partnership, or individuals, shall in all cases be assumed as though in each case fully expressed.

B. The word "Premises" as used in this Rental Agreement shall include not only the particularly above-described property but also all the improvements, tenements, and appurtenances, thereto belonging or in any wise appertaining.

C. Any and all references to the "Term" of the Agreement contained within this Rental Agreement shall include not only the original term but also any renewal or extension of the original term.

Time of Essence

3. Time is of the essence in this Agreement.

Service of Notice

4. All notices, statements, demands, requests, consents, approvals, and authorizations hereunder given by either party to the other, shall be in writing and sent by registered or certified United States mail, postage prepaid and addressed as follows: To Tenant, the same shall be sent to the address stated in the preamble or at such other address as Tenant may from time to time designate by notice to Landlord. To Landlord, the same shall be sent to the address stated in the preamble or at such other address as Landlord may from time to time designate by notice to Tenant.

Covenants of Title and Quiet Enjoyment

5. Landlord covenants that by the date Tenant occupies the Premises, Landlord will be seized of the said Demised Premises in fee simple absolute. Landlord agrees that the Tenant, paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever (other than default by Tenant under this Rental Agreement), Tenant is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may pay the rents into the registry of the appropriate court, until final adjudication or other settlement of such dispute or litigation

Notice of Appointment of Agent

6. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Demised Premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the party appointing such agent.

Change in Ownership of Premises

7. No change or division in the ownership of the rented Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in ownership shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

Binding Effect on Heirs, Assigns, etc.

8. Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this Rental Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors, and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the Premises aforesaid during the term of this Rental Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

Landlord's
Failure to
Deliver Premises
at
Commencement
of Term

9. Should the Landlord, for any reason whatever, be unable to deliver possession of the said rental Premises to the Tenant on or before June 30, 2012 (outside delivery date), at the commencement of said terms hereinbefore specified, this Agreement may be immediately canceled, terminated, and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Shall the Tenant elect not to exercise the aforesaid option, then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the outside delivery date and the Occupancy Date (see Exhibit B, Section 2, Paragraph E).

Destruction of or
Damage to
Premises

10. In the event the said Demised Premises, either prior to the commencement date of this Rental Agreement or during the term thereof, shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the said Premises shall not thereafter be repaired by the Landlord at his expense with reasonable promptness and dispatch, then this Rental Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof, and rent (if any) shall be payable only to the date of such damage. Shall said Premises, either prior to the commencement date of this Rental Agreement or during the term thereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the Landlord agrees that the Premises, at the Landlord's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage, but only to extent of insurance proceeds received by the Landlord. In addition to, or as a part of, the insurance coverages required in Article VI, Paragraph 11 of this Rental Agreement, Landlord agrees to and shall maintain full replacement cost property and casualty insurance coverages for the building and other improvements located on the Premises at all times during the term of this Rental Agreement, which coverages shall be issued by an insurance company licensed to transact business in the state where the Premises are located for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial rating size of Class V or larger.

In the event of a partial destruction of the Premises, there shall be a fair abatement in the rent payable during the time such repairs or rebuilding are being made. Such proportionate deduction of rent shall be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Tenant in said Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by the Landlord. In connection with the foregoing, it is agreed by the parties hereto that the Tenant, after making a reasonable assessment of damages, shall make the decision as to whether or not the Premises are fit or unfit for occupancy by the Tenant.

Landlord's
Insurance



11. In addition to, or as a part of, the full replacement cost property and casualty insurance coverage for the building and other improvements located on the Premises, Landlord shall, at his own cost and expense during the term of this Rental Agreement, provide the following insurance coverages which shall be issued by an insurance company licensed to transact business in the state where the Premises are located for the applicable line of insurance and shall be an insurer with a Best Policyholder's Rating of "A-" or better, and with a financial rating size of Class V or larger. Landlord shall also, at his own cost and expense during the term of this Rental Agreement, provide:

A. Property Insurance to keep the Premises insured against loss or damage by fire and other casualties, for not less than the actual replacement cost of the Premises; and

B. Commercial General Liability Insurance (1993 ISO Occurrence Form or equivalent) with coverage limits of:

Personal Injury	\$1,000,000 per occurrence
General Aggregate	\$2,000,000

The CGL policy shall name Tenant as an additional insured but only with respect to claims arising under this Agreement for which the Georgia Tort Claims Act is not the exclusive remedy.

C. Commercial Umbrella Liability Insurance to provide excess coverage over the Commercial General Liability Coverage with limits of:

\$2,000,000 per occurrence
\$2,000,000 Aggregate

Landlord shall furnish Tenant with Certificates or other acceptable evidence that the above insurance coverages are in effect.

Use of Premises
and Tenant's
Insurance
Requirements

12. A. Tenant shall use said Premises for any purpose within the powers of the Department of Labor and its administrative functions for which the said Premises are hereby rented; and no use shall be made of said Premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the said Premises, without first consulting with Landlord and obtaining appropriate insurance endorsements, including the payment of the

increase in premium for such endorsements. The Tenant further agrees not to sell, or permit to be kept for use in or about said Premises, any article or articles which may be prohibited by the standard form of fire insurance policies unless the policy is endorsed as set forth in this paragraph.

B. Tenant shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property, which it may use or store on the Premises. Tenant will provide third party liability coverage arising from the acts of its officers, members, and employees through the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq.* and the self-insurance funds maintained pursuant to Georgia Law. The Georgia Tort Claims Act provides coverage for \$1,000,000 per person and \$3,000,000 per occurrence for claims covered by the Act.

*Cancellation of
Rental Agreement
by Landlord*

13. Shall the Tenant at any time be in default in the payment of rent, or in the performance of any of the stipulations, covenants, terms, conditions, agreements, or provisions of this Rental Agreement, and fail to remedy such default within twenty (20) days after receipt of notice thereof from the Landlord; Landlord may pursue all remedies available to Landlord at law or in equity, including dispossessory proceedings in a court of competent jurisdiction, but not including any right of Landlord himself or any representative of Landlord to enter and repossess the Premises.

Holding Over

14. Any holding over, or continued use and/or occupancy by the Tenant, of the rented Premises after the expiration of this Rental Agreement shall operate and be construed as a tenancy at will at the same monthly rate set out above and under the same terms and conditions in force at the expiration of the Agreement.

Condemnation

15. In the event, during the term of this Rental Agreement, the whole or any part of the Premises hereby rented shall be appropriated or taken by any Municipal, County, State, Federal, or other authority, for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance, or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose hereinabove referred to shall be prohibited; the Tenant shall have the right to immediately terminate this Rental Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Demised Premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Rental Agreement at the time a portion of the Demised Premises must be surrendered or whether it will remain in the Demised Premises with remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus acquired to the total square feet originally contained in the Demised Premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the Premises will be taken under such proceeding. In the event the Tenant elects to remain on the Premises under the condition set forth above the Landlord agrees to promptly make all necessary alterations and repairs, which shall be required because of such partial acquisition, but only to the extent of condemnation proceeds received by the Landlord. Landlord is required, at a minimum, to maintain sufficient insurance to replace the Premises. The rights of the Landlord shall in no way prejudice or interfere with any claim which the Tenant may have against the authority exercising the power of eminent domain or condemnation for damages or otherwise for destruction of or interference with the business of the Tenant in the Demised Premises.

*Repairs by
Landlord*

16. During the term of this Rental Agreement, Landlord, shall, at his sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing Demised Premises together with any improvements or additions the Landlord might install in or place upon the Demised Premises in the course of the term of this Rental Agreement. Landlord agrees that any services, replacements, or repairs by the Tenant to the existing Premises, or to any improvements or additions made by the Landlord, shall not be construed as a waiver by the Tenant of this provision. In the event that Tenant constructs or erects any additions and/or improvements to or on the Demised Premises, Landlord shall have no obligation whatsoever to service, replace, keep, and maintain the same in good order and repair. Landlord shall maintain the grounds and exterior of the Premises in good order and repair.

*Notice to
Landlord of
Damage or
Defects*

17. Tenant shall give to Landlord prompt written notice of any accident to or any defects in the said Premises, and such damage or defects shall be remedied with due diligence by the Landlord at his own expense.

*Entry for
Inspection and
Repairs,
Alterations or
Additions*

18. Tenant shall permit Landlord, his agents, or employees, to enter into and upon said Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations, or additions to any portion of the Premises.

Janitorial Services

19. Landlord shall furnish, without additional charge, janitorial services for general cleaning of the Premises. Landlord shall use care to select honest and efficient employees. Landlord shall be responsible to the Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with the full enjoyment of the Premises rented by the Tenant.

Rubbish Removal

20. Landlord shall keep the Premises clean, both inside and outside at his own expense, and shall see that all ashes, garbage, trash, excelsior, straw, and all other refuse is removed from the said Premises.

Termites, Rodents, and Pests

21. Landlord shall, at his own cost and expense, keep the Demised Premises free from infestation by termites, rodents, and other pests, and shall repair all damage caused to the Demised Premises by the same during the term of this Rental Agreement.

Utilities

22. Landlord shall furnish all water, electricity, gas, fuel, oil, light, heat and power or any other utility used by the Tenant while occupying the said Premises. No deduction shall be made from the rent due to a stoppage in the services of water, electricity, gas, fuel, oil, coal, light, heat, and power (of any kind) utility unless caused by act of Landlord. In the event of incovenient on the water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same.

Taxes and Assessments

23. Landlord, during the said term of this Rental Agreement, agrees and covenants to pay off, satisfy, and discharge, as they become due, all assessments, taxes, levies, and other charges, general or special, of whatever name, nature, and kind, which are or may be levied, assessed, imposed, and charged upon the Premises herein Demised and rented.

Removal of Improvements, Erections, and Additions by Tenant

24. With the consent of the Landlord first having been had and obtained, the Tenant may make, at its own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the conductance of the Tenant's business. All improvements, erections, and additions installed in or placed upon the Demised Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant, and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement or upon a reasonable time thereafter. If the Tenant removes any or all of the improvements, erections, and additions it has installed in or placed upon the Demised Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Removal of Fixtures by Tenant

25. At any time before the expiration or termination of this Agreement, or upon a reasonable time thereafter, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, and movable furniture which it has placed in or upon the demised Premises.

Waiver of Rights

26. The waiver by Landlord, or by Tenant, of any breach of any stipulation, provision, term, covenant, agreement, or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, terms, covenant, agreement or condition herein contained.

Entry for Carding, etc.

27. In the event the Tenant does not exercise the renewal or extension option provided above, then it is agreed that the Landlord may, within forty-five (45) days next preceding the expiration of the term of this Agreement, card Premises advertising the said Premises "For Sale" or "For Rent." Landlord may enter the Premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

Abandonment of Rented Premises

28. During the term of this Agreement Tenant agrees not to abandon or vacate the Premises without cause.

Waste and Nuisance

29. Tenant shall not commit, or suffer to be committed, any waste upon the said Premises, or any nuisance, or other act or thing which may disturb the enjoyment of any other Tenant, if there be any, in the building in which Demised Premises may be located.

Assignment and Subletting

30. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the said Premises, or any portion thereof, without the express written consent of Landlord first having been obtained, which consent shall not unreasonably be withheld. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, on twenty (20) days notice to Tenant, terminate this Rental Agreement. Consent to one assignment and/or subletting shall not waive this provision, and all later assignments and/or sublettings shall likewise be made only on the prior consent of Landlord, which consent shall not unreasonably be withheld. Any assignment of this Lease and any subletting of the Premises may only be proposed by Tenant if such assignee or sub lessee is a State of Georgia Department or a Division or Agency thereof.

*Effect on
Assignment and
Subletting when
Tenant
Surrenders
Rental Property*

31. The voluntary or other surrender of this Rental Agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sublets or subtenancies, or may, at the option of Landlord, operate as an assignment to him of any or all such sublets or subtenancies.

*Surrender of
Premises*

32. Tenant shall at the termination of this Agreement surrender up said rented Premises in good order and condition; reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of the Landlord excepted.

*Invalidity of
Provision or
Portion of
Provision*

33. Shall any provision or portion of such provision of said Rental Agreement be held invalid, the remainder of this said Rental Agreement or the remainder of such provision shall not be affected thereby.

*Compliance with
Laws,
Ordinances, and
Regulations*

34. A. Landlord shall be responsible for compliance with all applicable laws, ordinances, and regulations, including permitting and zoning ordinances and requirements and local and state building codes, life safety codes, security, and the holding of a current and proper Certificate of Occupancy.

B. Notwithstanding any provisions of this Agreement to the contrary, Landlord is solely responsible for assuring that the Premises and all common areas are at all times in compliance with Title III of the Americans with Disabilities Act of 1990, 42 USC §12101 et seq. (hereinafter the "ADA") as amended, and with all regulations promulgated pursuant to the ADA (hereinafter the "Regulations"). Except for any remodeling or alterations to the premises after the commencement date of this Agreement due to an election by Tenant to remodel (but not including any remodeling or alterations at the beginning of the Term of this Agreement to make the Premises initially suitable for Tenant), Landlord shall be solely responsible for all costs and expenses associated with ADA compliance. Landlord shall not charge Tenant for, or seek reimbursement from Tenant for, any expenditures, capital or otherwise, associated with conforming the premises or common areas to the requirements of the ADA and the Regulations.

C. Landlord and Tenant hereby certify that the provisions of law contained in Title 45, Chapter 10, of the Official Code of Georgia which prohibit full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions with the State or State Agencies have not and will not be violated in any respect by this Agreement.

*Special
Stipulations or
Provisions*

35. Insofar as the following special stipulation(s) or provision(s) or the special stipulation(s) and provision(s) attached as Exhibit "B" conflict with any of the foregoing stipulation(s) or provision(s), the following special stipulation(s) or provision(s) or the special stipulation(s) or provision(s) attached as Exhibit "A" and "B" shall control:

Landlord agrees to comply with the Georgia Security and Immigration Compliance Act (GSICA) in the manner provided on the GSICA Contractor Affidavit, attached as Exhibit A-2. GSICA requires State contractors (Landlord) to verify the employment eligibility of all of their newly-hired employees through "E-Verify," the internet-based electronic federal work authorization program. To document their compliance with GSICA, State contractors are required to execute and submit to the Tenant the GSICA Contractor's Affidavit, attached hereto as Exhibit A-2, prior to commencement of the contract.

GSICA also requires that State contractors (Landlord) ensure that any subcontractors utilized by the contractor (Landlord) in connection with the physical performance of any contemplated renovation services must also utilize "E-Verify" to verify the employment eligibility of subcontractor's newly-hired employees. Contractor (Landlord) hereby agrees to ensure its subcontractor's compliance with GSICA as provided on the Contractor's Affidavit and Subcontractor's Affidavit, attached hereto as Exhibits A-2 and A-3, respectively.

{If additional space is needed, attach the special stipulations or provisions as Attachment "A" and "B." If there are no special stipulations or provisions, insert the word "NONE" in the space below.}

- Exhibit A – Floor Plans and Specifications**
A-1: Construction Drawings
A-2: GSICA Contractor's Affidavit
A-3: GSICA Subcontractor's Affidavit

Exhibit B - Special Stipulations or Provisions

All Notices shall be sent to Tenant addressed as follows:

Director
Division of Administrative Services
Georgia Department of Labor
Suite 250
148 Andrew Young International Boulevard NE
Atlanta, GA 30303-1751

Entire Agreement

36. This Rental Agreement, including the attached Exhibits "A," and "B," embodies and sets forth all the provisions, agreements, conditions, covenants, terms, and understandings between the parties relative to the demised Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations, or inducements, either oral or written, between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change, or addition to the Rental Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Rental Agreement.

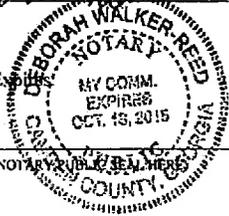
IN WITNESS WHEREOF, Landlord and Tenant, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in triplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

SIGNED, SEALED, AND DELIVERED
As to Landlord, in the presence of:



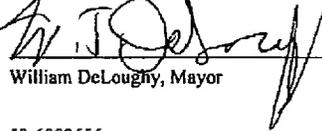
Notary Public

My Commission Expires:



(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

LANDLORD
CITY OF ST. MARYS



William DeLoughy, Mayor

58-6002656

(Federal Employer ID #)

SIGNED, SEALED, AND DELIVERED
As to Tenant, in presence of:



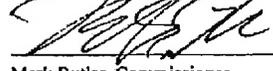
Notary Public

My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires April 8, 2014

(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

TENANT
GEORGIA DEPARTMENT OF LABOR



Mark Butler, Commissioner