CITY OF ST. MARYS, GEORGIA
July 1, 2013

CITY COUNCIL MEETING
6:00 P.M.

AGENDA

I. **CALL TO ORDER**

II. **INVOCATION:** *Councilmember Greg Bird*

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL** **QUORUM: YES____ NO____**

V. **APPROVAL OF MINUTES**: *June 17, 2013 Regular City Council Meeting Minutes*

VI. **PRESENTATION:**

VII. **SET CONSENT AGENDA**

VIII. **APPROVAL OF THE AGENDA**

IX. **GRANTING AUDIENCE TO THE PUBLIC**

X. **OLD BUSINESS:** No items

XI. **NEW BUSINESS:**

A. **JULY 15, 2013 CITY COUNCIL MEETING:** ..... **TAB "A"**
To discuss cancelling or rescheduling the July 15, 2013 City Council meeting to July 22, 2013 at 6:00 p.m.

B. **SLIMS SPEAK EASY NEW ALCOHOL LICENSE:** *Public Hearing* ..... **TAB "B"**
To request approval to advertise for a public hearing for beer, wine and liquor license

C. **2013 GENERAL ELECTION ORDINANCE:** ..... **TAB "C"**
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

D. **DRINKING WATER LABORATORY AND RELATED SERVICES CONTRACT:** ... **TAB "D"**
Bobby Marr
Request authorization for Mayor William T. DeLoughy to sign the renewal contract with the Georgia Department of Natural Resources Environmental Protection Division (EPD) for three years at an annual cost of $12,200

E. **REQUEST TO REVISE THE ST. MARYS AIRPORT CIP:** *Jay Stanford, Airport Authority Chairman* ..... **TAB "E"**
The Airport Authority requests the CIP for FY 2014 be amended to address security issues at the St. Marys Airport

F. **SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING (MOU):**
Request authorization for Mayor William T. DeLoughy and Police Chief Timothy Hatch to renew the School Resource Officer (MOU) with Camden County School System ..... **TAB "F"**

G. **HAZARDOUS MATERIALS GRANT-DEPARTMENT OF HOMELAND SECURITY:**
Robby Horton, Fire Chief ..... **TAB "G"**
Request authorization for Mayor William T. DeLoughy to sign agreement with the Georgia Emergency Management Agency (GEMA) funding by the Department of Homeland Security (DHS)

H. **NOISE CONTROL ORDINANCE:** *Roger Weaver* ..... **TAB "H"**
Request approval to replace the existing Noise Control Ordinance

I. **GATEWAY DOCK-REQUEST APPROVAL OF A SCOPE OF WORK FOR REVISED DNR PERMIT APPLICATION :** *Roger Weaver* ..... **TAB "I"**
Request authorization to seek proposals for scope of work required by DNR to prepare for the new updated permit application for the Gateway Dock

J. **OAK GROVE CEMETERY MAINTENANCE CONTRACT:** *Request authorization to approve grounds maintenance contract at Oak Grove Cemetery with Forever Young Landscaping in the amount of $29,500* ..... **TAB "J"**

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

A. **FINANCE DIRECTOR'S REPORT:** *Finance Director* ..... **TAB "K"**

B. **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 COUNCIL MEETING
June 17, 2013
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 17, 2013 in the Council Chamber at City Hall.

PRESENT WERE:

Mayor William T. DeLoughy
Councilmember Greg Bird
Councilmember Jim Gant
Councilmember Sidney Howell
Councilmember John Morrissey
Councilmember Keith Post
Councilmember Nancy Stasinis

CITY OFFICIALS PRESENT:

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

CALL TO ORDER:

Mayor DeLoughy called the City Council Meeting to order at 6:00 p.m. Councilmember Keith Post gave the invocation. Mayor DeLoughy led the audience in the pledge of allegiance. Council roll call indicated a quorum of Council members present for the meeting.

APPROVAL OF MINUTES: *June 3, 2013 Public Hearing Meeting Minutes*

Councilmember Stasinis moved to approve the June 3, 2013 Public Hearing meeting minutes. Councilmember Howell seconded the motion. Voting was unanimous in favor of the motion.

June 3, 2013 Regular City Council Meeting Minutes

Councilmember Stasinis moved to approve the June 3, 2013 Regular City Council meeting minutes. Councilmember Howell seconded the motion. Councilmember Morrissey moved for discussion and stated the two parentheses were added to item C (Adoption of Compensation & Classification Plan) after the City Council meeting for clarification. Voting was unanimous in favor of the motion.

PRESENTATION:

TEAM ST. MARYS-CAMDEN COUNTY SOFTBALL CHALLENGE: Mayor William T. DeLoughy

Mayor DeLoughy presented Certificates of Appreciation to Team St. Marys for their dedication, hard work and generous donation of time in the Camden County Softball Challenge. This is the third year St. Marys has participated in the county-wide event to support Justin's Miracle Field. The members of Team St. Marys are as follows:

Andrew Allen	Jeremy Allen	Tanya Belin
Patricia Chapa	Cory Cohn	Jeff Foster
Nicole Goebel	Daniel Heisner	Gabriel Lechuga
Hillary Lechuga	Stacy Maysonet	Terry Sanders
Patrick Shores	Staci Tucker	Kim Yarborough
Artie Jones, II	Deborah Walker-Reed	Mayor William T. DeLoughy

SET CONSENT AGENDA (*):

Councilmember Stasinis moved to approve the consent agenda as New Business A and B. Councilmember Gant seconded the motion and moved for discussion. Councilmember Gant stated the Gateway Change Order Request under New Business item B pertains to an archaeological requirement for the federal government. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

Councilmember Post made a motion to approve the agenda with the following two revisions: Remove item B (Camden Film Commission) under Old Business and move item D (Special Use Permit Recycling Facility-Ernest Quintal) as item #1 under New Business. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

GRANTING AUDIENCE TO THE PUBLIC:

Attorney Jim Stein, 52 Camden Woods Parkway, Kingsland, Georgia: Attorney Stein stated he was representing the Hospital Authority and had two signed copies of an agreement which was previously given to Attorney Gary Moore. Attorney Stein asked Council to give their consideration to the agreement. Attorney Stein stated if the agreement was not approved, Hospital Authority would need to move forward with the case in court.

Attorney Stein stated the City has a voice in what takes place at the Hospital Authority. He also stated the Hospital Authority would like to continue moving forward with their activities under the by-laws. Attorney Stein referenced the Hospital Authority inquiry concerning appointments for the board. Mayor DeLoughy stated the City had received letters of interest for the Hospital Authority.

Tom Canning, 410 Point Peter Place: Mr. Canning referenced several concerns with the Special Use Recycling Permit request submitted to the City. Mr. Canning briefly mentioned the required eight foot fencing that would need to be enforced on at least three sides, storage plans at the rear of the property, tree covered areas not usable under code and the impact of trucks to the traffic pattern. Mr. Canning mentioned the following notations in reference to the road at the specified location: narrow width of the road, no shoulders, no passing zone, 40 mph posted speed limit and no turn lane. Mr. Canning stated that no standard truck would be able to make the turn into a business without crossing over the line. He also referenced traffic patterns and fatalities of two lane roads.

Beatrice Crouse, 600 Carrack Court: Mrs. Crouse stated she was unaware of any public notice sign posted for a junk yard in that area. Mrs. Crouse referenced the large public notice signs utilized in Florida to inform the public of meetings. Mrs. Crouse stated she drives daily through the area, has lived in St. Marys for over twenty years and is against this type of business in the area.

Michael Craig, 144 Cherry Point Drive: Mr. Craig stated the business location is too close to the children's playground and homes.

Roger Rillo, 605 Wheeler Street: Mr. Rillo mentioned all the improvements currently in progress to enhance the area including the ones at Cumberland Harbour. Mr. Rillo stated the business might be better suited inside the industrial park versus on the outer edge. Mr. Rillo asked Council to consider area subdivisions, restaurants, residents and safety in their decision.

Jerry Smith, 2492 Douglas Drive: Mr. Smith mentioned traffic patterns along the road have already increased along with bike riders and people walking. Mr. Smith stated he walks the road, has lived in St. Marys 25 years and did not see a public notice sign. He also mentioned that public notice signs are usually large and mentioned that a small sign like that one can be deceiving. Mr. Smith stated he is against the permitting of this business and safety should be considered.

Justin Moore, 390 Powderhorn Road: Mr. Moore stated he is against the permitting of the business for safety, noise and environmental reasons.

Beth Straub, 2595 Douglas Drive: Mrs. Straub stated she did not see a public notice sign. Mrs. Straub stated the permit should not be granted. She referenced children's safety in the area. Mrs. Straub noted the increase in business revenue for the City but also noted the adverse effect on property values in the area. Mrs. Straub stated the business would eventually decrease the tax base for the City.

Joe Lembo, 212 Barkentine Drive: Mr. Lembo referenced the master plan for the City and the decision future home owners and businesses make before relocating to an area. Mr. Lembo stated these types of businesses are usually located near the interstate or in industrial areas to provide easy access on and off the highway.

Skip Swain, 200 Barkentine Drive: Mr. Swain stated he is in agreement with the comments voiced before him concerning the Special Use Permit. Mr. Swain mentioned a similar permit issued in the City of Kingsland and the adverse outcome from it.

Wilfried Stein, 16 Point Peter Place: Mr. Stein stated residents of Point Peter are against the issuance of the Special Use Permit.

Dave Schmitz, 112 New Hammock Circle: Mr. Schmitz stated the business would not be located near his residence. He asked Council to consider their response if the request had been made near Osprey Cove and the proposed Rebirth Project.

Jodi Myers, 979 Point Peter Road: Mr. Myers stated he manages a truck repair business on Point Peter Road. Mr. Myers referenced all trucks in that area cross the center line but stated citizens should be aware of the trucks.

OLD BUSINESS:

A. PROPOSED AGREEMENT WITH HOSPITAL AUTHORITY: Mayor William T. DeLoughy

Attorney Gary Moore referenced the 2007 Consent Order from the Superior Court Judge stating the proceeds from the sale of the convalescent center are to be utilized for indigent care in the community. Attorney Moore stated that the Hospital Authority contacted the City for assistance in having the order changed so the proceeds are no longer subject to that description. Attorney Moore gave a brief overview of the agreement sent to the Hospital Authority and the counter-offer agreement signed by the Hospital Authority and presented to Council by Attorney Stein.

Attorney Moore reviewed the following four options available to the City:

1) The City could insist on the original agreement sent to the Hospital Authority.
2) The City could agree to the counter-off agreement submitted by the Hospital Authority.
3) The City could choose to do nothing and oppose not to enter into either of the contracts and to oppose the changes in 2007 Consent Order.
4) The City could choose not to sign any of the agreements but agree to cooperate with changes to the Consent Order that the Hospital Authority is seeking.

Councilmember Bird asked Attorney Moore if a fifth option was possible and if the order could be set aside. Attorney Moore stated if the two parties came to an agreement regarding the lawsuit, the Hospital Authority could request the order be set aside. Attorney Moore stated the Judge would rule on the request. Councilmember Gant stated he would like to see the monetary funds from the Hospital Authority utilized to enhance the lives of all seniors in the community and not just those at the Senior Center.

Councilmember Gant made a motion to deny entering into the counter-offer agreement as presented from the St. Marys Hospital Authority. Councilmember Stasinis seconded the motion. Councilmember Morrissey moved for discussion. Councilmember Morrissey mentioned the programs and improvements the Hospital Authority has funded at the Senior Center. He also noted that Council did not receive the agreement until Thursday afternoon. Councilmember Morrissey stated he would like the City and the Hospital Authority to come to an agreement.

Attorney Moore mentioned the lawsuit served on the City and the June 20, 2013 deadline to present a decision. Attorney Moore referenced the initial agreement the City sent to the Hospital Authority and the counter-offer submitted by the Hospital Authority. Councilmember Bird gave a brief overview of the differences between senior care and indigent care referenced in the law. Councilmember Bird mentioned Council's concern for all seniors in the community but stated the Hospital Authority was not spending money on indigent care. Mayor DeLoughy stated it appeared that the money was a funding source for healthcare at the hospital.

Attorney Moore gave a brief overview regarding the law if a hospital is sold. Attorney Moore stated the issue was complicated. He also mentioned the Hospital Authority's position that the convalescence center was not technically a hospital. Attorney Stein stated

the Hospital Authority welcomed feedback from the City. Attorney Stein referenced a process by which a committee from the Senior Center would submit recommendations to the City which would be forwarded to the Hospital Authority.

Councilmember Bird commented that the Hospital Authority could assist in resolving the issue by dropping the lawsuit against the City and working to resolve the indigent care issue with the State of Georgia. Councilmember Bird stated the City and Hospital Authority should be working to resolve the issue out of court. Attorney Stein stated the lawsuit against the City was an avenue to allow everyone to work together. Councilmember Stasinis asked Attorney Stein about any concerns they had with the original agreement sent to them. Attorney Stein stated the original agreement did not address the 2007 Consent Order.

Attorney Moore mentioned that the Judge does not have to agree, even if the two parties come to a compromise. Attorney Moore stated that is possible some party besides the Hospital Authority and the City would be arguing the case before the Judge. Attorney Moore referenced the original agreement sent to the Hospital Authority which stated that the City would assist them in their case to change the 2007 Consent Order if they agreed to certain stipulations. Attorney Moore asked if the motion could be amended to include "and express to the court that we support what the Hospital Authority is trying to accomplish".

Councilmember Bird asked if the amended motion will protect the City and the Senior Center. Attorney Moore stated the amended motion would not necessarily protect the Senior Center but if the motion was approved, the City would not enter into any agreement. Attorney Moore stated the City would contact the court and convey they are in support of changing the 2007 Consent Order so it is not restricted by the Hospital Authority Law. Attorney Moore stated that would allow the funds to be utilized for senior citizen care by the Hospital Authority.

Mayor DeLoughy stated the City has supported the Hospital Authority and the City presented an agreement with percentages for support for the Senior Center.

Councilmember Gant amended his motion to deny entering into the counter-offer agreement as presented by the St. Marys Hospital Authority. The City will express to the court their support of the Hospital Authority in the modification request of the 2007 Consent Order. Councilmember Stasinis seconded the motion. Voting was recorded as follows:

FOR	ABSTAINED
Councilmember Bird	Councilmember Howell
Councilmember Gant	
Councilmember Morrissey	
Councilmember Post	
Councilmember Stasinis	

B. CAMDEN FILM COMMISSION: Councilmember Keith Post (Removed)

NEW BUSINESS:

1. SPECIAL USE PERMIT-RECYCLING FACILITY (ERNEST QUINTAL): (Moved)

Mr. Ernest Quintal is requesting a Special Use Permit to locate a general recycling business on Point Peter Road, north of Industrial Drive

The Planning Director gave an overview of the Planning Commission meeting including the process for posting public signs and conducting public meetings. Mr. Weaver mentioned four options available to Council.

Councilmember Morrissey made a motion for Council to refer the Special Use Permit request back to the Planning Commission so residential comments could be considered. Councilmember Post seconded the motion. Councilmember Morrissey moved for discussion. Councilmember Morrissey requested that Mr. Quintal address some of the concerns voiced by residents.

Mr. Quintal referenced receiving his business license in 1994. Mr. Quintal gave an overview of the type of business he would operate including the number of trucks entering the property and how merchandise would be loaded into containers. Councilmember Gant requested that the Planning Director inform the Planning Commission to have the business submit a traffic engineer study completed to ascertain if turn lanes would be required for trucks. Councilmember Gant also stated his concern for how the property would appear to residents and potential home owners.

Councilmember Howell requested clarification from Mr. Quintal on the difference between recycling and salvage. Mr. Quintal stated salvaging is when you removed items with a vehicle identification number and sell it. Councilmember Bird mentioned the City should be consistent in the requirements to all businesses. Councilmember Gant stated he was concerned about the safety of the residents in the areas. Councilmember Morrissey requested the Mr. Weaver submit all the questions from the residents to the Planning Commission. Voting was unanimous in favor of the motion.

Mr. Weaver announced the reposting and advertising of another public meeting before the Planning Commission meeting on the fourth Tuesday in July.

A. REQUEST AUTHORIZATION TO HIRE TWO POLICE OFFICERS (ST. MARYS POLICE DEPARTMENT) (*): Request authorization to hire two full-time St. Marys Police Officers

Councilmember Stasinis made a motion to authorize the hiring of two full-time St. Marys Police Officers. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

B. CHANGE ORDER REQUEST (GATEWAY) TRANSPORTATION ENHANCEMENT GRANT (*): Request authorization for a change order for archaeology at the Gateway portion of the Transportation Enhancement Grant in the amount of $4,300

Councilmember Stasinis made a motion to approve the Gateway Change Order Request for the Transportation Enhancement Grant in the amount of $4,300.00. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

C. NEW ORDINANCE-DOCKING AND WATERFRONT ACCESS : Roger Weaver
Request approval for a new ordinance to authorize the St. Marys Police Department to enforce docking and access at the waterfront docks

Council Gant made a motion to approve the Docking and Waterfront Access Ordinance. Councilmember Howell seconded the motion. Mayor DeLoughy stated the signage at the waterfront is confusing. Councilmember Morrissey stated paragraph eight is redundant and lines 33 and 34 were a little confusing. Councilmember Gant amended his motion to approve the Docking and Waterfront Access Ordinance to include revisions regarding paragraph eight and lines 33 and 34 by adding the words "except for". Councilmember Howell seconded the motion. Voting was unanimous in favor of the motion.

D. NEW ORDINANCE-ANNEX PARCEL #121-007E (JACK GROSS): Roger Weaver
Request authorization to annex by the 100% method parcel #121-007E owned by Mr. Jack Gross as C-2(Highway Commercial Zone) at his request

Councilmember Post made a motion to annex parcel #121-007E owned by Jack Gross as C-2 (Highway Commercial Zone) into the City by 100% method provided there are no objections from the County. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. **CITY CALENDAR:** *City Clerk*
The City Clerk announced the upcoming events, activities and meetings up to July 1, 2013.

REPORT OF MAYOR:

Mayor DeLoughy congratulated Angela Wigger on the Starry Nights program presented and stated it was one of the best conducted so far. Mayor DeLoughy gave a brief overview of the programs that Southern Dixie Railroad would like to bring to St. Marys.

GRANTING AUDIENCE TO THE PUBLIC:

Larry White, 102 Sylvia's Court: Mr. White commented that funding from the Hospital Authority for the senior meals at the Senior Center would cease in the next month. Mayor DeLoughy stated that the agreement presented by the City addressed those concerns.

Doug Vaught, 130 Plank Lane: Mr. Vaught wanted to know if there was a plan in place just in case the Hospital Authority no longer funded the meals at the Senior Center. The City Manager stated that was covered in the FY 2014 Budget.

Roger Rillo, 605 Wheeler Street: Mr. Rillo commented that violations in the City have increased since Officer Bilaal Muhammed was no longer in Code Enforcement. Mr. Rillo stated that issues are not being addressed. Mr. Rillo requested that Council reconsider that position.

Beatrice Crouse, 600 Carrack Court: Mrs. Crouse apologized to Council for comments made out of turn.

Tom Canning, 410 Point Peter Place: Mr. Canning stated he also noticed areas in the City that require attention since the Code Enforcement position has not been filled. Mr.

Canning requested that the City be proactive instead of reactive on the violations in the City.

MAYOR AND COUNCIL COMMENTS:
There were no comments at this time.

EXECUTIVE SESSION:
There was no "Executive Session" at this time.

ADJOURNMENT:
Councilmember Bird made a motion for adjournment. Councilmember Howell seconded the motion. Mayor DeLoughy declared the meeting adjourned at 8:02 p.m.

Respectfully submitted,

_____
Deborah Walker-Reed, City Clerk

DRAFT

CITY COUNCIL MEETING
July 1, 2013

TITLE: JULY 15, 2013 CITY COUNCIL MEETING

PURPOSE: To discuss whether to cancel or reschedule the July 15, 2013 City Council meeting to Monday, July 22, 2013.

RECOMMENDATION: To cancel or reschedule the July 15, 2013 City Council meeting.

HISTORY/ANALYSIS: Council consideration is needed to cancel or reschedule the July 15, 2013 City Council meeting to Monday, July 22, 2013 so that the Mayor and Council can attend Georgia State Day 2013 which begins on July 15, 2013 in Camden County. Federal, state and regional elected officials have been invited to visit St. Marys and Camden County.

Department Director: _____

City Manager: _____

CITY COUNCIL MEETING
July 1, 2013

TITLE: SLIM'S SPEAK EASY LP

PURPOSE: The City Clerk requests approval to advertise for a public hearing for a beer, wine and liquor license for Slims Speak Easy LP.

RECOMMENDATION: The City Clerk recommends approval to advertise for a public hearing at 5:45 p.m. prior to the next City Council meeting in the Council Chambers at St. Marys City Hall.

HISTORY/ANALYSIS: Mr. Alan Carper has made an application on behalf of Slim's Speak Easy LP for an alcohol license for the sale of beer, wine, and liquor on premises, with food. The business is located at 1923 Osborne Road, St. Marys, Georgia 31558

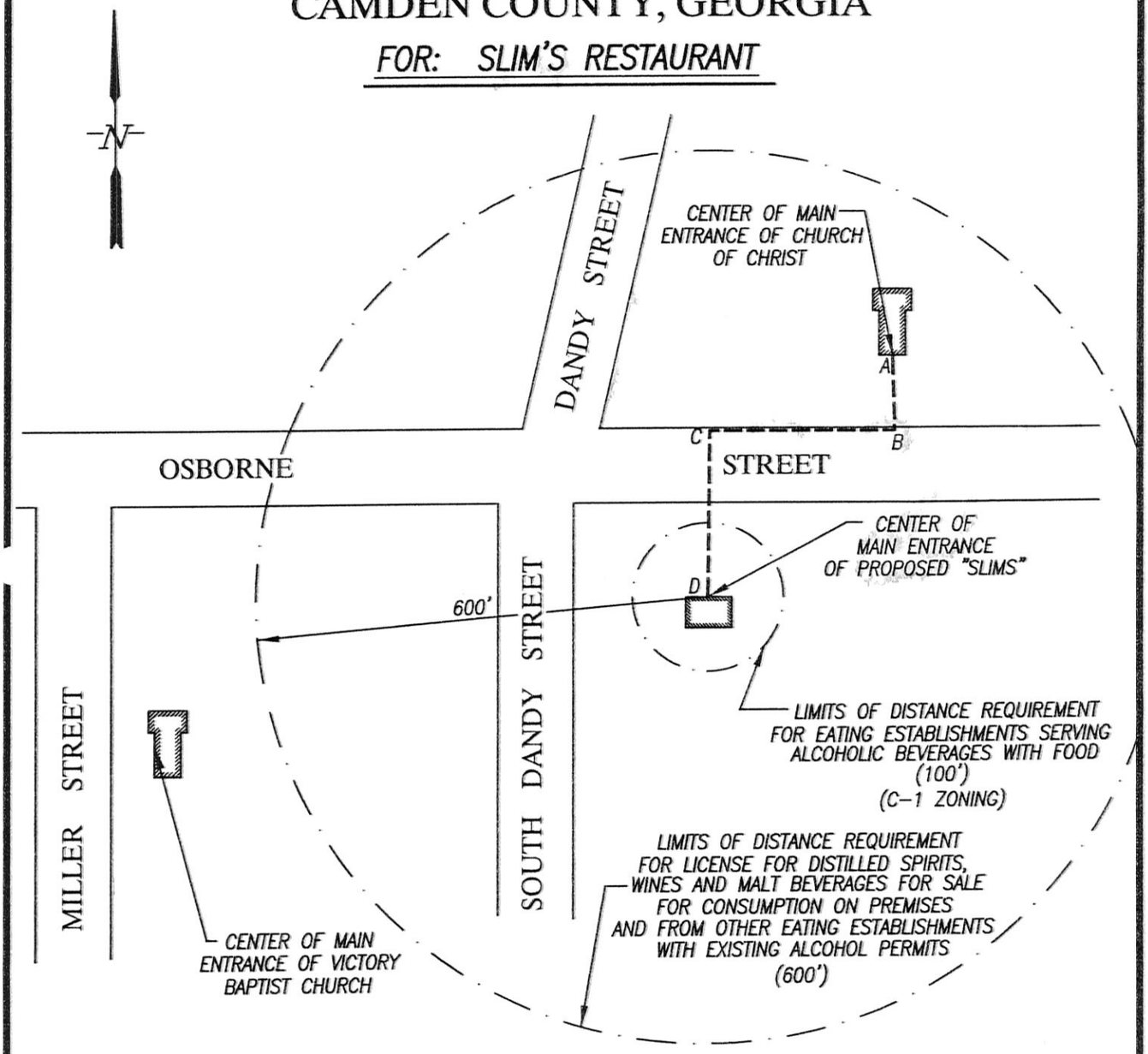
Department Director: _____

City Manager: _____

MAP TO SHOW

ALCOHOL BEVERAGE LICENSE SURVEY FOR SLIM'S RESTAURANT, CITY OF ST. MARYS, 29th G.M.D., CAMDEN COUNTY, GEORGIA

FOR: SLIM'S RESTAURANT



NOTES:

1.) DISTANCES SHOWN HEREON WERE CALCULATED FROM ANGLES AND DISTANCES AS FIELD MEASURED BY A SOKIA TOTAL STATION SET 3 & ARE SHOWN TO THE NEAREST ONE TENTH OF A FOOT.

2.) THERE ARE NO RESIDENTIAL DWELLINGS WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENT AT THIS TIME, AS INDICATED BY MEANS OF A VISUAL INSPECTION.

3.) THERE ARE NO IN-HOME DAY CARES, SCHOOLS, ALCOHOLIC TREATMENT CENTERS, HOUSING AUTHORITY PROPERTY OR EDUCATIONAL BUILDING WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENTS AT THIS TIME, AS INDICATED BY MEANS OF VISUAL INSPECTION.

DISTANCE SUMMARY:

AS MEASURED FROM THE MOST DIRECT ROUTE OF TRAVEL MEASURED TO THE NEAREST ONE TENTH OF A FOOT.

A-B: 100.4'
B-C: 244.8'
C-D: 223.6'

0' 100' 200' 400'

SCALE: 1" = 200'

F.B.: BSI10 , PG.: 36
SURVEY DATE: 05-13-2013

DWN. BY: G.D.

CKD. BY: R.B.

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

GEORGIA REGISTERED LAND SURVEYOR No. 2893

BY: _____ DATE: 05-13-2013

ERNEST R. BENNETT, JR.
GA. REGISTERED SURVEYOR No. 2893

PREPARED BY:

BENNETT SURVEYING, INC.
Surveyors and Land Planners

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

CADD FILE: BSI\CAD\CAMDEN\ALCOHOLBEVERAGESURVEYS\SLIMSRESTAURANT.DWG

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

NOTICE OF PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE

The City of St. Marys, Georgia has received an application for an alcohol beverage license from Slim's Speak Easy, LP located at 1923 Osborne Road, St. Marys, Georgia, for the sale of beer, wine and liquor, on premise consumption with food. Notice is hereby given that a Public Hearing on this application is (date to be determined by City Council due to cancellation or rescheduling of the regular City Council meeting on July 15, 2013. Once the Council date is scheduled the Public Hearing will be conducted at 5:45 p.m. in the Council Chamber at St. Marys City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

Deborah Walker-Reed
Deborah Walker-Reed, City Clerk

PLEASE RUN: (Possible dates based on decision of City Council July 12th & 17th, 2013)

CITY COUNCIL MEETING
July 1, 2013

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 the Mayor and three Council members (Post #4, Post #5 and Post #6) will be held in the City of St. Marys on Tuesday, November 5, 2013. Qualifying of candidates will take place on the following dates and times: Monday, August 26, 2013 through Friday, August 30, 2013 from 8:30 a.m. – 4:30 p.m. in the City Clerk's office.

Department Director: Deborah Walker Reed

City Manager:

AN ORDINANCE FOR THE 2013 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 **5th** day of **NOVEMBER, 2013. A Mayor and Three (3) Council Members** representing **Post #4, #5, and #6** shall be elected in such election. In accord with H. B. 105, passed 2011, all terms shall be for a period of three (3) years.

-2-

All persons desiring to be a candidate for Mayor or 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 Friday. Qualifying begins on the **26th** day of **August, 2013** and ends the **30th** day of **August, 2013.** Qualifying by mail shall not be accepted. The qualifying fee for Mayor is $342.00 and Council is $270.00, payable to the City of St. Marys at the time of qualifying.

-3-

Early Advance Voting shall be conducted on the 14th day of October, 2013 through the 1st day of November, 2013 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.

-4-

The General Election shall be conducted at St. Marys Elementary School (SOUTHERN VOTING PRECINCT), 600 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 Tuesday, October 7, 2013.

-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 1st day of July, 2013.

CITY OF ST. MARYS, GEORGIA

BY:

_____
William T. DeLoughy, MAYOR

ATTEST:

_____
Deborah Walker-Reed, CITY CLERK

[CITY SEAL)

Approved as to Form

_____
City Attorney

CITY COUNCIL MEETING
July 1, 2013

TITLE: GEORGIA DEPARTMENT OF NATURAL RESOURCES – DRINKING WATER LABORATORY AND RELATED SERVICES CONTRACT

PURPOSE: To renew a contract with the Georgia Department of Natural Resources Environmental Protection Division (EPD) for three years at an annual cost of $12,200.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: GA EPD offers state permit holders the benefit of utilizing their lab to conduct the required water quality testing services to meet permit conditions. Other certified labs in the state can offer similar testing but may not be able to conduct all of the required tests due to lab certifications or not having the required testing equipment. The advantages of using the EPD lab include comprehensive one-stop sourcing of all required state and federal tests, seamless administrative reporting and data submission and waiver options for specific tests. Also, the fixed pricing for the three year time period allows us a predictable budget, even if additional testing is necessary.

Department Director: _____

City Manager: _____

Georgia Department of Natural Resources
Environmental Protection Division
Watershed Protection Branch Drinking Water Program
2 Martin Luther King Jr. Dr., S.E., Suite 1362 East, Atlanta, Georgia 30334
(404) 656-5660

June 7, 2013

WILLIAM T DELOUGHY
ST MARY WS
418 OZBORNE ST
ST MARYS, GA 31558

Public Water System ID: **GA0390001 ST. MARYS**
RE: Drinking Water Laboratory and Related Services Contract July 1, 2013 - June 30, 2016

Dear Public Water Supplier:

The Environmental Protection Division is pleased to provide for your consideration a renewal for the voluntary "Drinking Water Laboratory and Related Services Contract."

The contract period is for three years starting July 1, 2013 and ending June 30, 2016. Payments are based on three annual installments. EPD will send invoices for each installment after July 1st of each year. The Coliform / *E. coli* program is only available for public water systems serving a population up to 12,900 people. If your public water system exceeds the 12,900 population threshold, the Coliform / *E. coli* testing will need to be performed by your own laboratory or an independent, certified laboratory and the results provided to EPD.

The cost of the contract fees for service remains unchanged from the previous year.

Thank you for your past participation in the "Drinking Water Laboratory and Related Services Contract" program. The program has proven to be cost-effective for Georgia's public water suppliers. Also, thank you for your continued efforts to provide safe drinking water for the citizens of Georgia.

Please verify the information on the contract and inventory form, sign, date, provide a witness signature, and return it to the address indicated on the form. Please include your current email address and fax number. If you have any questions, please contact Erik Kind at erik.kind@dnr.state.ga.us or (404) 657-3190 or the EPD Drinking Water Program at (404) 656-5660.

Your continued participation is sincerely appreciated.

Sincerely,

Ted V. Jackson, Manager
Drinking Water Program

Enclosures: Fee Schedules, Public Water System Inventory and Lab Services Contract

Georgia EPD Drinking Water Laboratory and Related Services Contract Schedule for Chemical / *Cryptosporidium* Analysis

Effective July 1, 2013

Water System	Population Served	Annual Fee 0 or 1 Entry Points	Annual Fee 2 Entry Points	Annual Fee 3 or more Entry Points
CWS	100,001 or More	$ 17,600	$ 24,800	$ 32,500
CWS	50,001 – 100,000	$ 14,700	$ 17,000	$ 19,600
CWS	10,001 – 50,000	$9,200	$ 10,700	$ 12,200
CWS	3,301 – 10,000	$ 6,600	$ 7,600	$ 8,700
CWS	1,001 – 3,300	$ 3,900	$ 4,600	$ 5,400
CWS	751 – 1,000	$ 1,820	$ 2,250	$ 2,700
CWS	501 – 750	$ 1,150	$ 1,590	$ 2,040
CWS	101 – 500	$ 640	$ 780	$ 880
CWS	100 or Fewer	$ 300	$ 390	$ 440
NTNCWS	Any Population	$ 300	$ 390	$ 440
TNCWS	Any Population	$ 45	$ 45	$ 45

Georgia EPD Drinking Water Laboratory and Related Services Contract Schedule for Coliform / *E. coli* Analysis

Effective July 1, 2013

Water System	Population Served	Number Routine TCR Samples	Annual TCR Monitoring Fee
CWS and NTNCWS	10,001 – 12,900	10 / month or 120 / year	$ 1,440
CWS and NTNCWS	8,501 – 10,000	10 / month or 120 / year	$ 1,440
CWS and NTNCWS	7,601 – 8,500	9 / month or 108 / year	$ 1,300
CWS and NTNCWS	6,701 – 7,600	8 / month or 96 / year	$ 1,160
CWS and NTNCWS	5,801 – 6,700	7 / month or 84 / year	$ 1,010
CWS and NTNCWS	4,901 – 5,800	6 / month or 72 / year	$ 870
CWS and NTNCWS	4,101 – 4,900	5 / month or 60 / year	$ 720
CWS and NTNCWS	3,301 – 4,100	4 / month or 48 / year	$ 580
CWS and NTNCWS	2,501 – 3,300	3 / month or 36 / year	$ 440
CWS and NTNCWS	1,001 – 2,500	2 / month or 24 / year	$ 290
CWS and NTNCWS	751 – 1,000	1 / month or 12 / year	$ 150
CWS and NTNCWS	501 – 750	1 / month or 12 / year	$ 150
CWS and NTNCWS	101 – 500	1 / month or 12 / year	$ 150
CWS and NTNCWS	100 or Fewer	1 / month or 12 / year	$ 150
TNCWS	Any Population	1 / quarter or 4 / year	$ 50

CWS = Community Public Water System
NTNCWS = Non-Transient Non-Community Public Water System
TNCWS = Transient Non-Community Public Water System
TCR = Total Coliform Rule

Georgia Department of Natural Resources
Environmental Protection Division
Watershed Protection Branch Drinking Water Program
2 Martin Luther King Jr. Dr., S.E., Suite 1362 East, Atlanta, Georgia 30334
(404) 656-5660

DRINKING WATER LABORATORY AND RELATED SERVICES CONTRACT (>12,900 Population)

The undersigned water system owner, personally or through its duly authorized agent, (the "owner") hereby agrees to contract with the Georgia Environmental Protection Division, Drinking Water Program, ("EPD") for laboratory and related services consistent with the owner's need to comply with the requirements of the Georgia Rules for Safe Drinking Water Sections 391-3-5-.18, .19, .21, .22, .24, .25, .26, .27, .52 and .53 as they relate to chemical and *Cryptosporidium* (*Crypto*) monitoring and Sections 391-3-5-.18, .23 and .54 as they relate to Coliform and *E.coli* monitoring and includes other required or relevant services that involve repeat testing, monitoring for unregulated contaminants, vulnerability assessments, corrosion control requirements, technical assistance, data, management/transfer and federal reporting, and other services that are deemed either related or pertinent to achieve compliance with the referenced drinking water regulations.

A. The owner acknowledges:

(1) That entering into this contract is not a condition of or prerequisite to the permit for the public water system nor will entering into this contract stop or prevent EPD from fulfilling its regulatory or enforcement duties to enforce the provisions of the Georgia Safe Drinking Water Act of 1977 and the Georgia Rules for Safe Drinking Water promulgated thereunder. Such activities include but are not limited to issuing failure to monitor violation letters, notices of violations, consent orders, administrative orders and the enactment of civil penalties by the EPD Director as authorized by O.C.G.A. § 12-5-192.
(2) That entry into this contract by EPD is meant to facilitate the provision of safe drinking water to the people of Georgia in keeping with the legislative intent and declaration of public policy set forth in O.C.G.A. § 12-5-171.
(3) In the event of a change in ownership, this contract is binding on future owners of this public water system for the length of the contract and a copy of this contract must be provided to the new owner.

B. Under this contract EPD and the owner agree:

(1) This contract covers a period beginning July 1, 2013, and ending June 30, 2016. Changes in population, number of entry points or classification may affect the amount due in succeeding installments. In the event of a substantial increase in the actual cost to EPD to provide the services required hereunder, EPD shall have the right to increase the annual fee by providing the owner with written notification of the annual fee increase on or before April 30 prior to the year (as defined below) beginning the following July 1. In the event EPD provides notice of an increase to the annual fee, owner shall have the right to terminate this contract by written notice to EPD on or before the June 1 immediately following the notice from EPD.
(2) Except as otherwise provided in section B. (1) above, this contract may be amended or terminated by mutual consent of both parties in writing signed by both parties.
(3) Except as otherwise provided in section B. (1) above, this contract may be terminated by either party on fifteen (15) days written notice in the event the other party violates any of the terms and conditions of this contract and continues said violation for thirty (30) days after receiving written notice thereof.
(4) Every notice required or contemplated by this contract to be given by any party must be made in writing to the signatories of this contract. Any party may change its address for notice by giving the other party notice of the change.
(5) The person signing below on behalf of owner represents that s/he is duly authorized and fully empowered to bind the water system owner to this contract.

C. Under this contract EPD agrees to:
(1) Provide all laboratory analyses required by the Georgia Rules for Safe Drinking Water, Sections 391-3-5-.18, .19, .21, .22, 24, 25, .26 .27, .52 and .53 for Chemical/*Crypto* monitoring compliance with the exception of analysis for Bromate and Chlorite.
(2) Provide sampling containers and instructions for chemical monitoring and assume all mailing costs of these items to the address provided by the water system owner.
(3) Either provide written reports or make available the results of analysis of each sample to the owner or the duly authorized agent.
(4) Submit analytical data to the EPD's SDWIS/State data system for reporting monitoring /rule compliance.
(5) Provide technical assistance to the public water system owner/operator regarding corrosion control treatment under the Lead/Copper Rule (the cost of engineering, design, equipment, and chemicals for corrosion control are the responsibility of the public water system.)
(6) Provide limited vulnerability assessments for organic and inorganic chemical monitoring requirements listed under Sections 391-3-5-.21, .22, and .26 of the Georgia Rules for Safe Drinking Water.

D. The water system owner agrees to:

(1) Collect all samples required by the Georgia Rules for Safe Drinking Water Sections 391-3-5-.18, .19, .21, .22, .24, .25, .26, .27, .52 and .53 in containers provided by EPD.
(2) Read and follow the sampling instructions when collecting water samples.
(3) Ship the samples to the EPD laboratory within the time frame specified by the sampling instructions. (The water system owner must pay the cost of shipping these samples to the laboratory).
(4) Pay the agreed upon fee for the laboratory and related services within 30 days from the date of invoice. **Please note, this contract is not an invoice. For convenience, an invoice or statement of accounts will follow and payment should be remitted to the address listed on the form.**
(5) Pay 3 annual payments of **$ 12,200.**
(6) This contract covers a period beginning July 1, 2013, and ending June 30, 2016. Changes in population, number of entry points or classification may affect the amount due in succeeding installments.

E. This contract covers services for the following facility:

System name: ST. MARYS — Facility ID#: GA0390001

County Located in: CAMDEN, Georgia. — Current number of Active Service Connections: 6,642

System classification: C GW — Current population of water users served: 17,270 people
Number of production entry points: 4

Telephone #: 912-510-4041
Fax #: 912-510-4013
E-mail Address:

Number of Routine TCR samples required: 20 per Month

Owner/agent's administrative mailing address:	UPS address: Destination for shipping sample bottles:
DELOUGHY , WILLIAM T	BROXTON , WAYNE (UPS)
ST MARY WS	CITY OF ST. MARYS
418 OZBORNE ST	418 OZBORNE ST.
ST MARYS, GA 31558	ST. MARYS, GA 31558

By signing this contract, I hereby certify that the above information is current and correct and agree to the contract terms.

X_____
OWNER'S OR DESIGNATED AGENT'S SIGNATURE

X_____

PRINT ABOVE NAME HERE

X _____

TITLE

X_____
WITNESS

X_____/_____/_____
MONTH DATE YEAR

The foregoing contract is accepted on behalf of EPD

this _____day of _____, _____.

_____
Judson H. Turner, Director
Environmental Protection Division

Return signed contract to:
Erik Kind, Drinking Water Program
2 Martin Luther King Jr. Dr., S.E.
Suite 1362 East Tower
Atlanta, GA 30334-9000
Phone: 404-656-5660 or 404-656-2750
E-mail: erik.kind@dnr.state.ga.us Fax #: 404-651-9590

Georgia Department of Natural Resources
Environmental Protection Division

Watershed Protection Branch Drinking Water Program
2 Martin Luther King Jr. Dr., S.E., Suite 1362 East, Atlanta, Georgia 30334
(404) 656-5660

System Owner: The EPD Drinking Water Program is committed to keeping our information about your water system as accurate as we can. You can look at your information online at: http://gadrinkingwater.net .
Please carefully read the information below and verify or correct it by writing in the corrected data.
Return this revised and accurate form to the address listed above. Your assistance is greatly appreciated.

PUBLIC WATER SYSTEM INVENTORY

System WSID #: **GA0390001** Water System Name: **ST. MARYS**

COUNTY: **CAMDEN** System Location (Nearest City): _____ , Georgia.

OWNER:

Name (Last, First): **DELOUGHY , WILLIAM T**

Organization: **ST MARY WS**

Address: ~~**418 OZBORNE ST**~~ 418 Osborne St.

City: **ST MARYS** State: **GA** Zip Code: **31558**

Phone # (Primary): **912-510-4041** Phone # (Cell / Emergency#): Fax #: **912-510-4013**

Primary E-mail address: bill.deloughy@stmarysga.gov Alternate E-mail address: steve.crowell@stmarysga.gov

---

SYSTEM INFORMATION:

System Type: **COMMUNITY GROUNDWATER**

Active Service Connections in Use: **6,642** Population Served: **17,270**

Number of Entry Points: 4 3

OPERATOR for SYSTEM:

Name (Last, First): **BROXTON , WAYNE**

Operator Class - License #: **- 13916**

Organization: **CITY OF ST. MARYS**

Address: ~~**418 OZBORNE ST.**~~ 418 Osborne St.

City: **ST. MARYS** State: **GA** Zip Code: **31558**

Phone # (Primary): **912-882-4415** Phone # (Cell / Emergency#): **912-322-8233** Fax #: **912-673-6681**

Primary E-mail address: ~~**terri.broxton@tds.net**~~ wayne.broxton@stmarysga.gov Alternate E-mail address: brian.gaddy@stmarysga.gov

---

(over)

PUBLIC WATER SYSTEM INVENTORY (continued)

SHIPPING CONTACT for SYSTEM:

Name (Last, First): **BROXTON, WAYNE (UPS)**

Organization: **CITY OF ST. MARYS**

Address: ~~**418 OZBORNE ST.**~~ 418 Osborne St.

City: **ST. MARYS** State: **GA** Zip Code: **31558**

Phone # (Primary): 912-882-4415 Phone # (Cell / Emergency#): 912-322-8233 Fax #: 912-673-6681

Primary E-mail address: wayne.broxton@stmarysga.gov Alternate E-mail address: brian.gaddy@stmarysga.gov

---

Signature: _____ **Date:** 7/1/2013

By my signature, I verify the information above is true and correct.

6/13/13

Council,

The Airport Authority (Authority) requests that the CIP for FY14 be altered immediately to address the security of the St. Marys Airport (Airport). The authority has tasked its engineer to start evaluating the gaps in the fencing at the airport. He has provided a preliminary estimate of 11,000 feet of fencing available with the 175,000 dollars from the DOT. The recent vandalism and damage to private property, in the opinion of the Authority and its legal counsel constitutes sufficient notice to the Authority and the City to overcome any defense of governmental immunity in the event of a future incident, involving injury to persons or property damage, and reveals a liability to the City of St. Marys, the Authority and its individual members if remedial actions are not undertaken and completed. The Authority believes that adding a sufficient perimeter fence to the Airport is the first step to take to stop any further vandalism on the property. The Airport has no active surveillance at night and the history of trespassing violations at the Airport have shown that the police department's patrols of the Airport during these hours is not effective at preventing this activity. We must work together to solve this issue quickly.

The Authority recognizes the steps taken by the City Council and City Manager to provide options for the current FY14 project, crack sealing and restriping, but given the present concerns and questions that were raised at our last scheduled meeting the Authority believes that security of the Airport is of the utmost importance right now. In that regard, the Authority hereby request that the funds allocated to the crack sealing and restriping be reallocated to construction of an adequate security fence at the Airport.

Thank you,

Jay Stanford

Chairman, Airport Authority

CITY COUNCIL MEETING
July 1, 2013

TITLE: School Resource Officer Memorandum of Understanding

PURPOSE: To request permission for the Mayor and the Chief of Police to renew the SRO Memorandum of Understanding (MOU) for another year.

RECOMMENDATION: The City Manager and the Police Chief recommend approval.

HISTORY/ANALYSIS:

In fiscal year 2013, the City entered into a contractual agreement with the Camden County Board of Education (BOE) regarding the School Resource Officer (SRO) at St. Marys Middle School. In FY 2013, the agreement between the City and the BOE worked well and there is no recommendation from either party to change or modify the agreement for FY 2014.

As the 2014 school year approaches, it is time to renew this MOU with updated salary and benefit information for the SRO. In Fiscal Year 2014, the SRO salary and benefit total will be $65,245.42. The portion of this sum that is the responsibility of the BOE to cover (80%) comes to $52,196.34. In telephone and email discussions, the BOE has agreed to pay their portion of the salary and benefits for the SRO in FY 2014.

Pros:
1 – The original cost sharing agreement between the City and the BOE will remain in effect.
2 – Continued staffing of a vital position can continue.

Cons:
1 – Not continuing with this agreement may result in removal of the SRO from the school.

Department Director: _____

City Manager: _____

Memorandum of Understanding
Employment and Utilization of School Resource Officers

The Camden County School System, the City of St. Marys, and the St. Marys Police Department will partner with one another to help provide a safe and secure learning environment at St. Marys Middle School. The employment of a School Resource Officer (SRO) will be an integral part in meeting this objective. The SRO will not only assist in maintaining this safe environment, he/she will also provide opportunities for counseling and mentoring students as well as delivering prevention and education programs.

Specific Goals and Objectives

The following goals and objectives will be the focus of the School Resource Officer's Duties.

1. Increase awareness and effectiveness of community based policing programs and initiatives.
2. Increase the effectiveness of the "Drug Free School Zone" policy through intervention and education programs at the school level.
3. Monitor and counsel students who are on probation for violations of both school rules and community laws.
4. Assist in improving the communication between the Juvenile Court system and the school officials.
5. Assist in developing programs that are aimed at preventing, reducing or responding to gang related activities.
6. Assist in activities that will decrease the truancy rates.
7. Assist in developing and implementing school safety programs.
8. Assist with disruptive students and violations of the law.
9. Prevention of crime or delinquent behavior on the school campus.
10. Provide support for faculty, staff and members of other departments or agencies when involving students and/or their families.
11. Educate school officials and students in crime prevention and safety issues.
12. Assist in conflict resolution with students.
13. Assist in developing and maintaining school policies that address school safety, crime, emergencies and recommended procedural changes.
14. Assist in the identification of physical changes in the environment that may reduce crime in or around the school campus.

Program Issues

A. Supervision Responsibility of the SRO

The SRO will be assigned as a full-time officer to St. Marys Middle School. He/she will be under the direct supervision of the building principal or his/her designee and the indirect

supervision of the St. Marys Police Department. The SRO work schedule and overtime hours will be the direct responsibility of the principal. Evaluations will be performed by the principal and the St. Marys Police Department.

B. Decision Making Authority

As an employee of the City of St. Marys whose law enforcement authority is provided through the City's police charter, the SRO will have a primary responsibility to act in accordance with the policies of the City of St. Marys and the St. Marys Police Department. The SRO will also strive to follow the policies and guidelines set forth by the Camden County School System while assigned to a school campus. When a conflict between the policies of the Camden County School System and those of the City of St. Marys or the St. Marys Police Department arises, the SRO will seek to resolve the conflict with the building principal first. If no resolution can be found, the SRO will report the conflict to the Police Chief or his/her designee.

C. Discipline, Removal and Replacement of the SRO

The responsibility for managing the disciplinary requirements for the SRO falls to the St. Marys Police Department. However, the SRO will be removed from the St. Marys Middle School immediately upon the request of the building principal or the Chief of Police. If this removal is performed by the Chief of Police, every effort will be made to do so only after consulting with the building principal to determine the proper timing of the move. Additionally, the process for replacing the SRO will include a selection of interested candidates, and will not merely be an assignment of an officer to the position.

D. Roles and Responsibilities

The City of St. Marys and the St. Marys Police Department will accept the following responsibilities for the implementation of the School Resource Officer Program:

A. Receipt and distribution of funds to the SRO including salary, overtime, benefits, insurance, workman's compensation, unemployment benefits, and social security.
B. Completion of program reports as requested by the Camden County School System and other agencies.
C. Completion of annual financial reports or audit requirements as required by the Camden County School System.
D. Oversee the coordination, research and implementation of grant opportunities in cooperation with the Camden County School System.
E. Ensure that the SRO maintains their State Certification by providing the requisite training.
F. Provide the SRO with the proper and required items of uniforms and equipment necessary to perform the functions of the job.
G. Provide the SRO with a marked police vehicle and fuel.

The Camden County School System will accept the following responsibilities for the implementation of the School Resource Officer Program:

A. Disbursement of City of St. Marys funds equal to an amount stipulated in a contract for purchased services agreed to by the Camden County School System and the City of St. Marys to provide SRO services between July 1, 2013 and June 30, 2014.
B. Assignment of the SRO to an office at St. Marys Middle School, with the appropriate administrative supplies necessary to fulfill the goals and objectives of the program.
C. Assist in the researching and completion of any future grant opportunities.
D. Coordinate after school activities with the SRO to provide for direct supervision by either the SRO or other law enforcement authorities.

_____ _____

Mayor, City of St. Marys, Georgia Date

_____ _____

Chief of Police, City of St. Marys, Georgia Date

_____ _____

Superintendent, Camden County Schools Date

Calvin Bell - School Resource Officer			
Hours worked			
	reg hours	overtime hrs.	Total
average day	8.55	1.7	10.25
1/2 year at 15.11	130	130	
	15.11	22.665	
	16,794.77	5,008.97	
1/2 year at 15.34	130	130	
	15.34	23.01	
Total pay	17,050.41	5,085.21	43,939.35
Benefits			
Valic 4% of base + OT			1,757.57
*Family Dental	24	22.03	528.72
**Family Health	24	621.18	14,908.32
FICA	7.65%		3,361.36
Workmans comp for 10 months		63.31	633.10
Life insurance		7.5	90.00
AD&D		2.25	27.00
Total Estimate for School Resource Officer			$ 65,245.42
Portion of Salary/Benefits to come from the School (80%)			$ 52,196.34

*15% increase projected - 19.15 currently

**City's insurance premium monthly is $ 1,242.35/$ 621.18 per pay period

CITY COUNCIL MEETING
DATE: 7/1/2013

TITLE: Department of Homeland Security – Hazardous Materials Grant

PURPOSE: To accept a Grant for $7,500.00 for the continuation of the St. Marys Fire Department Hazardous Materials Response program.

RECOMMENDATION: It is the recommendation of the Fire Chief to accept this Grant.

HISTORY/ANALYSIS: This is a grant that is funded from the Department of Homeland Security through the Georgia Emergency Management Agency. These monies fund the maintenance and continuation of the St. Marys Fire Department Hazardous Materials Program. We have received this money for the last four years to help maintain the equipment for Haz Mat response.

Department Director: _____

City Manager: _____

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

June 19, 2013

RE: FIPS #039-06784-03
GAN #EMW-2012-SS-00063-S01
Budget Worksheet #SHO12-028 BW#3033
City of St. Marys Fire Department

Honorable Bill DeLoughy
Mayor
City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558

Dear Mayor DeLoughy:

On behalf of Governor Nathan Deal, it is our pleasure to award your agency with a Fiscal Year 2012 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to you agency by the Georgia Emergency Management Agency (GEMA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $7,500.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s).

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to the attention of your grants manager **within 14 days of receipt of this letter**. A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Michael Parker, Grants Manager, at 404-635-7063. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Micah Hamrick
Homeland Security Division Director

mh/mp
Enclosures
cc: Tom Lackner, Chief
City of St. Marys Fire Department

FISCAL YEAR 2012 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT
[STATE HOMELAND SECURITY PROGRAM]

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2012 Homeland Security Grant Program to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002, as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007,* and *The Consolidated Appropriations Act, 2012, Division D.* The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA, as Grantee, **has awarded the amount of 7,500.00 to City of St. Marys Fire Department**, as Subgrantee, in accordance with the **Fiscal Year 2012 Homeland Security Grant Program (HSGP), State Homeland Security Program Grant Program**.

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is **Charley English, Authorized Grantee Official**. The State has designated **Micah Hamrick as the Program Manager** of this program. The Subgrantee's Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee's Authorized Official is the person whose name appears on page ten (10) of this agreement and whose signature appears on page ten (10) of this agreement.

Purpose: The Subgrantee agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement, and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the budget worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change. After all approved items on the approved budget worksheet have been reimbursed to the Subgrantee, this Subgrantee Agreement shall terminate, and any remaining funds will be thereby forfeited by the Subgrantee and such funds shall be deobligated and reallocated by GEMA. If a detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

Effective Date: September 1, 2012 to April 30, 2014

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date.

Exhibits: Exhibits are attached or attainable via the internet and made a part of this agreement:

Exhibit A — United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at: http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

Exhibit B — United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2012 Homeland Security Grant Program Funding Opportunity Announcement (DHS/FEMA FOA), located on the internet at: http://www.fema.gov/pdf/government/grant/2012/fy12_hsgp_foa.pdf

Exhibit C	NIMS Compliance Form
Exhibit D	Approved Detailed Budget Worksheet(s)
Exhibit E	Payment Request Form
Exhibit F	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable
Exhibit G	Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements, OJP Form 4061/6
Exhibit H	Financial Status Report (FSR) Reporting Form
Exhibit I	Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee

Reimbursement and Reporting Requirements

1. **Payment Request Forms:** Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable cancelled checks (or other justifying documentation) will only be made for eligible equipment, materials, expenses and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

2. **State Purchases on behalf of Subgrantee:** GEMA may, with the written consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of locals the Subgrantee must provide justification, receive approval from GEMA and provide GEMA with the Written Consent for GEMA to expend these funds. If GEMA does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA. If the Acknowledgement Form is not returned to GEMA in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.

3. **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due no later than April 30). A copy of this form is attached as Exhibit H to this agreement.

4. **Biannual Strategy Implementation Reports (BSIR):** The Subgrantee shall complete and submit any other reports as requested by GEMA and cooperate and assist GEMA in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA's request and direction to assist GEMA in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.

5. **Grant Closeout Report:** Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final FSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

Audits, Financial Regulations and Guides

1. **Audits and Monitoring:** The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, auditors or representatives shall have access to any books, documents, papers, property and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority federal or state law, including *The Consolidated Appropriations Act, 2012, Division D* (Public Law 112-74).

2. **Laws, Regulations and Program Guidance:** The Subgrantee shall comply with all applicable laws, regulations, and administrative requirements. A non-exclusive list of regulations is listed below. Referenced Code of Federal Regulations (CFR) sections may be accessed online at www.gpoaccess.gov/ecfr/.

   A. Administrative Requirements

   1) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (OMB Circular A-102)
   2) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

   B. Cost Principles

   1) 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   2) 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
   3) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
   4) 48 CFR 31.2, Federal Acquisition Regulations (FAR) Contract Cost Principles with Commercial Organizations

   C. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

   The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Financial Guide (Exhibit A).

   1) Subgrantees that expend $500,000 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Grant Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and with the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133/a133.html. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

   2) In addition, Subgrantees must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

   3) If required to submit an audit report under the requirements of OMB Circular A-133, Subgrantee shall provide GEMA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA with this signed Agreement. Subgrantee shall immediately notify GEMA in writing directed to the Grants

Manager at any future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. **Office of Management and Budget (OMB) Circular A-87 Inventory Requirements**:

The Subgrantee agrees to comply with the requirements of OMB Circular A-87 and specifically, without limitation, agrees to comply with the requirement to take physical inventories of any equipment received through this subgrant at least once every two years.

E. **Data Universal Numbering System (DUNS) Number Requirement:**

No entity may receive a subgrant under this award unless GEMA has received the DUNS number for the prospective subgrantee.

F. **Federal Funding Accountability and Transparency Act (FFATA):**

(a) All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. Subgrantee is responsible for providing any information requested by GEMA to complete the required report.

(b) Unless exempt, Subgrantee shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

(i) In Subgrantee's preceding fiscal year, Subgrantee received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

(c) Additional information regarding the FFATA requirements can be found at www.whitehouse.gov/omb/open, www.USAspending.gov, and www.fsrs.gov

3. **Financial and Administrative Requirements:** The Subgrantee agrees to comply with all applicable federal and state financial and administrative requirements. As an aid, guidelines are included in this agreement and the current edition of the United States Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations (DHS/OGO), Financial Management Guide (Financial Guide) (Exhibit A).

4. **Accounting System:** The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the subgrantee is managing federal and state financial assistance programs in compliance with the all applicable laws and regulations, including, without limitation the requirements specified in the Financial Guide and this agreement.

5. **Retention and Maintenance of Records:** Subgrantee shall comply with the OMB administrative requirements circulars and the current edition of the Financial Guide (Exhibit A) in retaining and maintaining records pertinent to the subgrant award. All such records shall be retained by the subgrantee for at least three years from the date of the final expenditure report by GEMA to DHS to close out the State of Georgia's 2012 HSGP grant. Refer to the Financial Guide (Exhibit A) and relevant federal and state requirements for exceptions which would require a longer record retention period.

6. **Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this agreement, if the Subgrantee fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee for other projects under this program, or under this or other agreements.

7. **Payment of Funds to GEMA:** In addition to any other remedies available, the parties agree that GEMA will be entitled to payment from the Subgrantee for any funds paid by the state or for which the state is responsible to pay on behalf of the Subgrantee for which GEMA is unable to receive payment from or will be required to repay the grant funds due to the Subgrantee's failure to cooperate in providing the required documentation showing receipt of the goods or services or other failure on the part of the Subgrantee, including without limitation timely completing and returning to GEMA the Acknowledgment Form attached as Exhibit I.

National Initiatives

1. Subgrantee agrees to comply with all applicable terms and conditions of the FY 2012 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) (Exhibit B), including without limitation compliance and/or alignment with the FY 2011 NIMS implementation plan. The list of objectives against which progress and achievement are assessed and reported can be found at http://www.fema.gov/emergency/nims/ImplementationGuidanceStakeholders.shtm#item. The Secretary of Homeland Security, through the National Integration Center (NIC), publishes the standards, guidelines and compliance protocols for determining whether a local, state, tribal or federal government has implemented NIMS. State, territory, tribal and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the current compliance activities, as determined by the National Incident Management System Compliance Assistance Support Tool (NIMSCAST). Additional information on achieving compliance is available through the FEMA National Integration Center (NIC) at http://www.fema.gov/emergency/nims/, FEMA-NIMS@dhs.gov or 202-646-3850. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee's assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the original signed Grantee-Subgrantee Agreement. For the next grant period, NIMSCAST will be the required means to report NIMS compliance.

2. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

3. Subgrantee agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at http://hseep.dhs.gov.

(a) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

(b) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at https://www.hseep.dhs.gov/ and must be preapproved by the GEMA Exercise Program Manager.

(c) Subgrantee must report to the GEMA Exercise Program Manager prior to conducting scheduled exercises and provide the Program Manager with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the FY12 HSGP DHS/FEMA FOA (Exhibit B).

(d) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at www.fema.gov/emergency/nims/.

Special Conditions

1. The Subgrantee agrees to use all grant funding awarded from the Fiscal Year 2012 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the 2006 State Strategic Plan for Terrorism and All-Hazards Preparedness, including goals and objectives, and any respective Urban Area Security Strategies.

2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 HSGP DHS/FEMA FOA (Exhibit B), and to comply with all DHS/FEMA requirements and cooperate with GEMA to comply with federal and state requirements related to the grant funding.

3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2012 HSGP grant application submitted by GEMA to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA.

4. The Subgrantee agrees to comply with the FY2012 Homeland Security Grant Program Agreement Articles issued by the U.S. Department of Homeland Security, Articles V through XXVIII, attached to this agreement as Exhibit J.

5. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as GEMA determines needed. Subgrantee shall sign any other Mutual Aid Agreements GEMA or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.

6. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD) agrees to comply with the following:

   (a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.

   (b) Each local EOD and EOD K-9 team shall contact the GBI by telephone immediately whenever responding outside of its jurisdiction.

(c) Each EOD and EOD K-9 team shall participate in the Georgia Explosives Response and Reporting Network (GERRN) as requested and to the extent requested by GEMA, Georgia Bureau of Investigation (GBI) and/or other agency(ies) designated by GEMA. Once activated, use of the GERRN may supersede conditions (a) and (b).

7. Subgrantee will continuously maintain up-to-date data for its current resources in the Resource Database which can be accessed on the Web at https://rdb.gema.ga.gov.

8. Non-Supplanting Requirement: The Subgrantee agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or grantees may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds will be used to supplement, but not supplant, state or local funds for the same purposes.

9. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or requests for information or data collection, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

10. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in federal and state laws and regulations.

11. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in the current edition of the Financial Guide (Exhibit A).

12. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA and DHS.

13. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

14. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA. In addition, GEMA may also withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

15. Copyright: The Subgrantee understands and agrees that for any copyrightable work based on or containing data first produced under grant funding, the Subgrantee grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship (including grant award number) to any work first produced under this grant award.

16. (a) Subgrantee shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA to ensure compliance with applicable laws, including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, through GEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater and shall coordinate with FEMA, through GEMA, regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

(b) The subgrantee shall provide any information requested by GEMA or by FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities may occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA through GEMA and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

(c) Subgrantee shall not undertake any project to which the National Environmental Policy Act (NEPA) requirements are applicable without obtaining written approval by FEMA, through GEMA, prior to use of any HSGP funds for construction or renovation, including without limitation, security equipment and certain non-construction projects. Subgrantee shall coordinate with GEMA regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities that have been initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

(d) For more information on FEMA's EHP requirements, Subgrantee should refer to FEMA's Information Bulletins 329, 345, 356, and 371, available on the internet at:

http://www.fema.gov/pdf/government/grant/bulletins/info329
http://www.fema.gov/pdf/government/grant/bulletins/info345
http://www.fema.gov/pdf/government/grant/bulletins/info356
http://www.fema.gov/pdf/government/grant/bulletins/info371

Additional information can be found on the internet at:
http://www.fema.gov/government/grant/bulletins/index.shtm

17. Subgrantee agrees to cooperate with GEMA in assuring that any training funded through HSGP funding is reported through the training Information Reporting System ("Web-Forms") located on the web at https://www.firstrespondertraining.gov/admin/main.jsp

18. Subgrantee agrees that funds from the FY 2012 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA FOA (Exhibit B) and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

(a) Use such funds to:

(i) Support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located on the Web at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf.

(ii) Support achievement of baseline levels of capability as defined in the fusion capability planning tool.

(iii) Achievement of baseline levels of capability as defined in the fusion capability planning tool.

(b) Provide GEMA with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the three-year federal funding period.

(c) Provide GEMA with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States,* as required under the DHS/FEMA FOA (Exhibit B) and Information Bulletin 288.

19. All Subgrantees leveraging FY 2012 HSGP funds in support of information sharing and intelligence fusion and analysis centers are encouraged to leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN).

20. Any subgrantee receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV-related costs, agrees to comply with the following requirements:

(a) Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA-sponsored MCV exercise annually and at least one GEMA-sponsored statewide MCV exercise biennially. Any agency who cannot meet the compliance requirement due to an unforeseen event in any year must request approval from GEMA to be excused from the requirement, providing a reasonable justification for failing to comply with the requirement.

(b) Each agency receiving an HSGP funded MCV will provide GEMA with updated vehicle equipment capability and inventory data as requested.

21. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

22. The Subgrantee understands that beginning on July 1, 2007, any public contracts and subcontracts that are funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program.

Changes to Agreement: There shall be no changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

Termination

This agreement may be terminated for any or all of the following reasons:

1. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

2. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.

3. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of GEMA incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA as of that moment. The certification by the Director of GEMA of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

By: _____
Authorized Grantee

_____
Signature Date

By: _____
Subgrantee's Authorized Official

_____
Signature Date

_____
Printed or Typed Name of
Subgrantee's Authorized Official

Exhibit C

NIMS Compliance Form for Nongovernmental Organizations

This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.

Nongovernmental organization subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm. All emergency preparedness, response, and/or security personnel in the nonprofit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to GEMA the NIMS Compliance Form for Nongovernmental Organizations attached to this Agreement as Exhibit "C." NRP: An Introduction (IS-800.A), Introduction to Incident Command System (ICS-100), and Basic Incident Command System (ICS-200) are also recommended.

Please check the box next to each action that your organization has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions. Additional NIMS guidance can be found at: www.fema.gov/nims.

REQUIRED:

☐ Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.

- ☐ Complete IS-700 NIMS: An Introduction

RECOMMENDED:

☐ Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.

- ☐ Complete IS-800 NRP: An Introduction
- ☐ Complete ICS 100
- ☐ Complete ICS 200 Training
- ☐ Complete ICS 300 Training

Authorized Signature: _____ **Date:** _____ **Organization:** _____

Exhibit D

GEORGIA EMERGENCY MANAGEMENT AGENCY

FY 2012 DHS HSGP, State Homeland Security Grant Program (SHSP) *(SHADED AREAS ARE FOR GEMA USE ONLY)*

State on behalf of local? (Mark One) Yes No X	FIPS NO. 039-067984-03	SHEET # SHO12-028 BW#3033	DATE SUBMITTED or REVISED	For SHSP and UASI program awards only: Law Enforcement Terrorism Prevention award? (Mark one) Yes No X
Federal ID No. 58-6002656	SUBGRANTEE (Agency/ Department) City of St Marys Fire Department	COUNTY CAMDEN	GEMA AREA 5	GAN NO. EMW-2012-SS-00063-S01
ADDRESS 418 Osborne Street		Send Contract To (Name/Title): Bill DeLoughy Mayor		Program Contact (Name/Title): Janice Beckham, Finance Department
City, State, ZIP Code St Marys, GA 31558		Contract Recipient Phone and Email: 912 510-4041 Bill.DeLough@stmarysga.gov		Program Contact Phone and Email: 912-510-4024

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Operational and Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16.Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG)

Investment Justification = 8 **Specify on this line the Investment Justification associated with the project to be funded.** One per application.
Choose one: 1. Support Georgia's Fusion Center, 2. Metropolitan Medical Response System (MMRS), 3. Strengthen Infrastructure Protection (CI/KR), 4. Improvised Explosive Device Planning and Response, 5. Planning, Training and Exercises, 6. Interoperable Communications, 7. Search and Rescue, 8. CBRNE Detect, Respond, and Decon, 9. Law Enforcement Special Operations, 10. Agro-Security Program, 11 Critical Infrastructure Assessment and Defense Program, 12. Medical Surge, 13. Support Statewide Emergency Operations

Strategic Goal No. = For each requested item, list below the number of the specific State Strategic Plan Goal, Objective and Steps the requested item will further, for example 4.1.1-5.

Discipline = FIRE **Specify discipline on this line:** Fire, Law Enforcement (LE), EMS, EMA, 911, Other **NOTE: Only ONE discipline per application**

COST ESTIMATE

ITEM NO	CATEGORY	ITEM	STATE GOAL, OBJECTIVE, STEP	QUANTITY	COST EACH	TOTAL COST
001	7	Calibration of APD2000		1	$692.00	$ 692.00
002	7	Decon wash		1	$446.85	$ 446.85
003	7	batteries c size for Detection Equipment		10	$9.50	$ 95.00
004	7	gloves		1	$138.00	$ 138.00
005	7	calibrating gas sensors		3	$175.00	$ 525.00
006	7	calibration gas		3	$155.00	$ 465.00
007	7	freight for calibration gas		1	$39.00	$ 39.00
008	7	biocheck screening kits		1	$611.00	$ 611.00
009	7	raid 8 trainer kit		1	$398.75	$ 398.75
010	7	Tychem Tk Commander Level A Suit		1	$1,004.40	$ 1,004.40
011	7	raid 8 combination pack		1	$3,085.00	$ 3,085.00
012						$ -
013						$ -
					TOTAL	$ 7,500.00

PREPARED BY: Janice Beckham	TITLE: Jr. Accountant	

Exhibit E

EXHIBIT E

Date: _____

Georgia Emergency Management Agency
OJP FY04 State Domestic Preparedness Equipment Program
Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting **actual** expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

*** Please refer to Budget Worksheet for information needed in the following section ***

Budget Worksheet Number: _____ GAN Number: _____ FIPs Number: _____

Applicant: _____ Area: _____

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Requested Cost	Description of Documentation Attached in Support of this Payment Request
	(from Continuation sheet attached) **SUBTOTAL**			
	TOTAL			
	NET AMOUNT REQUESTED			

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be refunded to the State of Georgia within 30 days of receiving the deobligation notice.

_____ _____ _____

Signature of Subgrantee's Authorized Representative | Printed Name | Contact Phone Number

Exhibit F

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

OMB Approval No. 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Exhibit G

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

Exhibit H

Office of Homeland Security - GEMA
State Homeland Security Program

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FISCAL YEAR / PART Fiscal Year 2005	FIPS NO.	BW #	DATE SUBMITTED	REPORTING PERIOD (EXAMPLE 3/1/05-5/31/05)
	APPLICANT (Agency/ Department)	COUNTY	AREA	GAN NO.
ADDRESS		CONTACT NAME		CONTACT Phone / ALTERNATE NO.

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical Supplies (MED), 10. Power Equipment (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP) 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O)

COST ESTIMATE

ITEM NO	CATEGORY	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A)	AMOUNT EXPENDED(B)
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
						$ -	

PREPARED BY:

* OBLIGATIONS AND EXPENDITURES MUST BE REPORTED TO GEMA ON A QUARTERLY BASIS THROUGH THE FSR.
PLEASE COMPLETE FORM BY UPDATING INFORMATION IN SECTIONS (A) AND (B) ABOVE.

NOTE: OBLIGATIONS ARE MADE AT THE TIME THAT THE ORDER WAS PLACED. EXPENDITURES ARE MADE WHEN THE INVOICES ARE PAID.

Exhibit I

Fisher Safety
A Fisher Scientific Company

GEMA Order Receipt Acknowledgement

Remit to: GEMA- Georgia Emergency Management Agency
PO Box 18055, Atlanta, GA 30316

SAMPLE

he subgrantee MUST properly receipt and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the approved Budget Worksheet. Receipts or invoices with order nd delivery dates are required for all equipment items. **For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Order Receipt Acknowledgement Form** ust be completed and submitted to GEMA immediately upon receipt. If this form is not submitted to our office, funds associated with the purchased equipment will be deobligated from your grant and must be imbursed to the state.

Order Received Confirmation Signature _____ Date

CITY COUNCIL MEETING

July 1, 2013

NEW BUSINESS: Approve a new ordinance that will replace our existing noise control ordinance.

PURPOSE: Replacing our existing noise control ordinance will resolve equipment and enforcement issues that make it difficult – if not impossible – to enforce and cite noise violations.

RECOMMENDATION: Planning Department recommends approval.

HISTORY/ANALYSIS: Due to concerns recently raised by Citizens related to a currently ongoing noise problem, our existing noise control ordinance was reviewed in detail. As a result of this review, staff has determined the existing equipment (which is no longer supported by the manufacturer) that the ordinance was structured around is obsolete making the ordinance almost impossible to enforce. Needless to say, this has created a lot of difficulty in enforcement of the ordinance by the St. Marys Police Department.

As the ordinance is now structured, the process to have the noise reduced using the required reading of the existing meter is very complex: 1) the operator of the sound metering equipment must be trained, and 2) the equipment calibrated each time it is used. The current equipment has multiple frequency (MHz) ranges, with decibel (dB) settings for each MHz setting. For a violation, the dB setting for the MHz must be over the level on a chart included in the ordinance. All of which requires interpretation by a trained expert - which the City does not have at the present time.

Already confused? This is the reason for replacing the existing ordinance and equipment.

The new ordinance removes this complex monitoring requirement, with a simple dB reading on the A scale (the meter would be pre-set to this, and the sound reading taken for this setting only). This is much simpler and does not require a trained operator to take readings. The new ordinance has also removed any requirement that would restrict the type of sound meter that is used to obtain a dB reading. In addition to the meter presently being proposed for use, there are rapidly developing apps for cell phones that will accomplish this purpose.

The proposed Ordinance revision will permit the St. Marys Police Department (SMPD) to have the proper tools to issue warnings and citations for noise violations.

Chief Hatch has reviewed the proposed ordinance and concurs with its structure and process. The proposed ordinance is 'to form' using our City Attorney's form. Attorney Moore has reviewed and commented on this ordinance.

ATTACHMENTS: *Proposed Ordinance revision.*

Department Director: _____
Roger A. Weaver, Planning Director

City Manager: _____
Steve S. Crowell, Jr., City Manager

ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA

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

Present:

William DeLoughy, Mayor
Greg Bird, Councilman, Post 1
Nancy Stasinis, Councilwoman, Post 2
Jim Gant, Councilman, Post 3
Keith Post, Councilman, Post 4
John Morrissey, Councilman, Post 5
Sidney Howell, Councilman, Post 6

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

AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, TO DELETE DIVISION 2, SECTIONS 46-66 THROUGH 46-91 (NOISE) AND ADD A NEW DIVISION 2, SECTIONS 46-1 THROUGH 46-91 (NOISE CONTROL).

Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this ___ day of _____, 2013 that SECTION 46, DIVISION 2 of the Code of Ordinances, City of St. Marys, Georgia is hereby amended to ADD the following NEW section 46, DIVISION 2:

DIVISION 2. - NOISE CONTROL

Sec. 46-66. - Title.

a. This Ordinance is adopted by the City Council of St. Marys, Georgia, pursuant to Article IX, Section II, Paragraph I of the Constitution of Georgia (1983) and shall be referred to as the "St. Marys Noise Control Ordinance."
b. The St. Marys City Council has determined that noise is a major source of environmental pollution which represents a threat to the serenity and quality of life in the City of St. Marys and that noise exposure may be a cause of adverse physiological and psychological effects as well as economic loss. It is the intention of this Ordinance to limit noise in housing areas and other noise sensitive urban areas

Sec. 46-67. - Definitions.
The following definitions shall apply in the interpretation and enforcement of this division, unless otherwise specifically stated.

A-weighted sound level shall mean the sound pressure level as measured in decibels (dB)on a sound level meter using the A-weighting network. This level is designated dB(A) or dBA.

City shall mean the City of St. Marys, its elected and appointed officials, and staff.

Construction means any site preparation, assembly, erection, substantial repair, alteration or similar action, for or on public or private rights-of-way, structures, utilities or similar property.

Decibel (dB) means a logarithmic and dimensionless unit of measure used in describing the relative loudness or level of sound.

Demolition. Any dismantling, intentional destruction or removal of structures, utilities, public or private rights-of-way surfaces, or similar property.

Emergency means any occurrence or set of circumstances involving actual or imminent physical or psychological trauma or property damage which demands immediate action.

Emergency work is work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

Noise disturbance means any sound which endangers or injures the welfare, safety or health of human beings, or disturbs a reasonable person of normal sensitivities, or devalues or injures personal or real property.

Noise-sensitive activities means any activities which should be conducted under conditions of exceptional quiet, including but not limited to: operation of schools and day care centers; libraries; cemeteries; nursing and convalescent homes; hospitals and medical clinics; and churches.

Person. Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, operative, state agency, municipality, or other political subdivisions of this state, any interstate body, or any other legal entity.

Plainly audible shall mean any sound emanating from the specific sound-producing sources set forth herein which can be heard from the locations set forth herein, using the following sound measurement standards: Measurement shall be either by sound meter OR by the auditory senses of a person standing at a distance no less than the required minimum distance from the source of the sound. For music and other noise, words and phrases need not be discernible. For music and other noise, bass reverberations are included.

Plainly audible within an adjoining residential dwelling shall mean any sound emanating from the specific sound-producing sources set forth herein which can be heard inside a residential dwelling at the locations set forth herein, using the following sound measurement standards: Measurement shall be by sound meter OR the auditory senses of a person standing within any living area of a residential dwelling at a distance of at least five feet from the exterior wall of the residential dwelling with all exterior doors and windows closed. For music and other noise, words and phrases need not be discernible. For music and other noise, bass and mega-bass reverberations are included.

Powered model vehicle. Any self-propelled airborne, waterborne, or landborne model plane, vessel, or vehicle which is not designed to carry persons, including, but not limited to, any model airplane, boat, car or rocket.

Public right-of-way means any street, avenue, highway, lane or similar place which is owned or controlled by a governmental entity.

Public space means any real property including any structure thereon which is owned or controlled by a governmental entity.

Real property boundary. An imaginary line along the ground surface, and its vertical extension, which separates real property owned or occupied by one person from that owned or occupied by another person, including walls, ceilings and floors which separate the units in a multi-occupancy building.

Receiving land use means the use or occupancy of the real property which receives the transmission of sound.

Sound level means the quantity in decibels measured with an instrument that measures sound in decibels (dB).

Times means Eastern Standard Time or daylight saving time as observed in the state.

Zoning districts shall mean those districts established by Zoning Ordinance 110 of the City of St. Marys.

Sec. 46-68. - Exceptions.

The provisions of this division shall not apply to the following:

1. Emission of sound for the purpose of alerting people to the existence of danger;
2. Emission of sound in the performance of emergency work;

3. Rail and air transportation and/or public transportation vehicles;
4. Church or clock carillons, bells or chimes;
5. Agricultural activities limited to the raising of crops but exclusive of those involving the ownership or possession of animals or birds as stated in Section 46-74.
6. Fireworks or fireworks displays for which a permit has been issued by the city;
7. Alarms, as defined in the alarm control ordinance of the city, which are properly maintained in accordance with that ordinance.
8. Sound volumes produced by radio, tape player, or other mechanical sound-making device or instrument from within a moving motor vehicle on a street or highway, which sound is controlled by the O.C.G.A. § 40-6-14. O.C.G.A. § 40-6-14 makes it unlawful for any person operating or occupying a motor vehicle on a street or highway to operate or amplify the sound produced by a mechanical sound making device from within the motor vehicle so that the sound is plainly audible at a distance of 100 feet or more from any parked motor vehicle.
9. The emission of sound in the discharge of weapons at a firing range issued a permit by the city.

Sec. 46-69. - Noise disturbance prohibited.

1. No person shall make, continue or cause to be made or continued any noise disturbance or noise in excess of the limits for such noise established in this section.
2. With the exception of sound levels elsewhere specifically authorized by this division, Table One sets forth the maximum permissible sound levels allowed at or within the real property boundary of a receiving land use. Any activity or use that produces a sound in excess of such noise levels for the receiving land use shall be deemed a "noise disturbance" and in violation of this division.
3. The measurement of sound or noise shall be made with a sound level meter in dB. The measurement of all sound levels shall be made as close to the property line of the receiving land as is practical. The measurement period shall not be less than five minutes, and the sound level measured shall not exceed the sound levels set forth in the included table more than ten percent of the time during any measurement period. The chief of police shall formulate, in accordance with recognized sound testing standards, rules and regulations describing how measurement of sound levels will be made.

TABLE ONE

Zoning Category of Receiving Land Use	Time	Sound Level Limit dBA
Residential	7:00 a.m.— 9:00 p.m.	65 at or as near as possible to the receiving property line
	9:00 p.m.— 7:00 a.m.	50 at or as near as possible to the receiving property line
Nonresidential	11:30 p.m.— 6:30 a.m.	65 at or as near as possible to the receiving property line

The provisions of this section shall not apply to the operation of the following domestic power tools or equipment between the hours of 8:00 a.m. and 9:00 p.m.:

(1) Electrical power tools;
(2) Motor-powered, muffler-equipped lawn, garden and tree trimming equipment.

Sec. 46-70. - Specific activities prohibited.

1. *Sales by hawking or barking.* No person shall offer for sale or sell anything by shouting or outcry within any residential area.
2. *Loading and unloading.* No person shall load, unload, open, close or handle boxes, crates, containers, building material, refuse, garbage cans, dumpsters, motor vehicles, or similar objects between the hours of 9:00 p.m. and 7:00 a.m. the following day as to create a noise disturbance across a residential real property boundary line.
3. *Vehicle or motor boat repair and testing.* No person shall repair, rebuild, modify or test any motor vehicle, motorcycle or motorboat in such a manner as to create a noise disturbance across a residential real property boundary or within a noise sensitive zone.
4. *Power model vehicles.* No person shall operate or permit the operation of a powered model vehicle in a public or private space out-of-doors in such a manner as to create a noise disturbance across a residential real property boundary or within a noise sensitive zone OR within 150 feet of a residential real property boundary or during the hours from 9:00 p.m. to 7:00 a.m.

5. *Musical instruments and similar devices.* No person shall operate, play or permit the operation or playing of any drum, musical instrument or similar device which produces sound in a manner as to create a noise disturbance across a residential real property boundary, subject to other provisions of this Ordinance.
6. *Recreational motorized vehicles.* No person shall operate or permit the operation of any recreational motorized vehicle, motorcycle, moped, dune buggy or any other type of motorized vehicle that exceeds the limits set forth in Table One of this division off the public right-of-way in any residential or noise sensitive area. This section shall apply to all motorized vehicles noted above, whether or not duly licensed and registered.

Sec. 46-71. - Regulation of sound equipment and sound amplifying equipment.

(a) Except as hereafter provided, no person shall use, operate or cause to be used or operated, the following devices including, but not limited to, any radio, record player, tape deck or player, loud speaker, amplifier, sound truck or other device for producing, reproducing, or amplifying sounds, hereinafter referred to as "sound equipment", upon the public streets or in any building or upon any premises, public or private, so as to produce a noise disturbance. Provided, however; the following activities, **when authorized by the City in writing**, may use sound equipment which produces a sound not to exceed 90 dBA's when measured at a distance of 50 feet from such equipment.
   1. Public health and safety purposes.
   2. Fairs, carnivals, permitted assemblies, and similar activities.
   3. Parades, processions, excursions, and associated festivities.
   4. Outdoor concerts and theatrical performances.
   5. Outdoor neighborhood functions such as lawn and pool parties, street dances, and similar activities.
   6. Civic and religious celebrations.
   7. Recreational and athletic activities.

(b) Where the receiving land is residential such equipment may be used only from 9:00 a.m. to 9:00 p.m.

(c) Except for activities for which a permit has been issued by the city under this section, no person shall so operate, play or permit the operation or playing of any radio, television, tape player, compact disc player or phonograph or similar device so as to:
   1. Create a noise disturbance across a residential real property boundary line. Bars, taverns, lounges, nightclubs, dance halls, game-rooms and similar activities which produce a noise that is plainly audible beyond the premises shall be deemed a noise disturbance in violation of this division.
   2. Create a noise which is plainly audible at a distance of 25 feet from a private motor vehicle, when such device is operated in or on a public right-of-way or public space.
   3. Create a noise which is plainly audible at a distance of 25 feet in or on any public space.

(d) *Sound equipment permitted.* Except as hereafter provided, no person shall use, operate, or cause to be used or operated any radio, record player, tape deck or player, loudspeaker, amplifier, sound track or other device for producing, reproducing or amplifying sounds, hereinafter referred to as "sound equipment" upon the public streets or upon any private or public premises so as to produce a noise disturbance. However, noise emanating from activities upon public property from which the city has issued any necessary permit or in which the city is a sponsor shall be exempt.

(e) *Commercial advertising, sound equipment prohibited.* No sound equipment shall be permitted to be used on public streets or public places, or in any building or upon any premises if the sound therefrom may be plainly audible from any public street or public place when any such use is for commercial advertising purposes or for any purpose of attracting attention of the public to any structure or building for monetary gain.

(f) *Party noise.* It shall be unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or social event to produce noise in such a manner that such noise is plainly audible at a distance of 100 feet or more from the source of the noises or sounds between the hours of 9:00 p.m. and 7:00 a.m.

Sec. 16-72. - Construction work.

No person shall operate or permit the operation of any tools or equipment in construction, demolition or maintenance work:

(a) Between the hours of 9:00 p.m. and 7:00 a.m. which creates a noise disturbance across a residential real property boundary or within a noise sensitive area.
(b) Any noise disturbance which creates a noise across a real property boundary, for the purpose of this subsection, a sound level at or across the real property boundary in excess of 85 dBA shall be deemed a noise disturbance.
(c) The provisions of this section shall not apply to:
    1. Emergency work or repair work performed by or for governmental entities or public service utilities.
    2. The use of domestic power tools or equipment as set forth above.

Sec. 46-73. - Motorized vehicles.

(a) No person shall operate the engine providing motive power, or an auxiliary engine, of a motor vehicle with a manufacturer's gross vehicle weight rating of 1,000 pounds or more for a consecutive period longer than 20 minutes while such vehicle is standing and located within 150 feet of property zoned and used for residential purposes except where such vehicle is standing within a completely enclosed structure. This section shall not apply to delivery or pickup vehicles that require the operation of the engine to unload or load their vending loads.
(b) No person shall drive or move or cause or knowingly permit to be driven or moved a motor vehicle or combination of vehicles at any time in such a manner as to exceed the noise limits in Table Two for the category or motor vehicle shown below. Noise shall be measured at a distance of at least 25 feet from the near side of the nearest land(s) being monitored and at a height of at least four feet above the immediate surrounding surface.

TABLE TWO

Vehicle Type	Speed Limit 35 mph or less	Speed Limit Over 35 mph
Motor vehicles with a manufacturer's gross weight rating (GWR) or gross combination weight rating (GCWR) of one thousand (1,000) lb. or more. Any combination towed by such motor vehicle except those operated by an Interstate Motor Carrier.	85 dBA	90 dBA
Any other motor vehicle or any combination towed by any motor vehicle.	65 dBA	75 dBA

(c) This section shall apply to the total noise from a vehicle or combination of vehicles and shall not be construed as limiting or precluding the enforcement of any other provisions of this title relating to motor vehicle mufflers for noise control.
(d) No person shall operate or cause to be operated any motor vehicle unless the exhaust system of such vehicle is:
    1. Free from defects which affect sound reduction.
    2. Equipped with a muffler or other noise dissipation device.
    3. Not equipped with any cut-out, by-pass or similar device.
    4. Not equipped with after sale equipment designed to modify (increase) the sound over that of the factory installed equipment.

Sec. 46-74. - Animal and bird noise.

(a) No person shall own, possess or harbor any animal or bird which howls, barks, or emits audible sounds that are unreasonably loud or disturbing and which are of such character, intensity, and duration as to disturb the peace and quiet of the neighborhood.
(b) For the purposes of this section, "barking dog" shall mean a dog that barks, bays, cries, howls or makes any other noise to the disturbance of any person at any time of day or night regardless of whether the dog is physically situated in or upon private property; provided, however, that a dog shall not be deemed a "barking dog" for the purposes of this division, if at the time the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon private property in or upon which the dog is situated or close proximity thereto, or for any other cause which teased or provoked the dog.

Sec. 46-75. - Variances.

Variance permit. A variance permit to cause or create a noise at sound levels which would otherwise be in violation of this division may be granted by the city council upon recommendation by the chief of police if:

(a) Additional time is necessary for the applicant to alter or modify the activity in order to comply with the provisions of this division; or
(b) The activity, operation or noise source will be of a temporary duration and cannot be done in a manner that would comply with the provisions of this division; and
(c) No reasonable alternative is available to the applicant.

Sec. 46-76. – Conditions for Permits.

(a) Any permit granted pursuant to this section shall contain therein all conditions placed upon the holder of the permit as conditions to the permit being granted, including but not limited to the effective date, time of day, location, sound level limit or equipment limitation. Application for such a permit shall be made in writing in such form as is acceptable to the city through the city manager's office.
(b) Notwithstanding the provisions of this Ordinance concerning mechanical sound-making devices, the Chief of Police has the discretion to grant written permission authorizing the use of mechanical sound-making devices at such a volume and in such a manner so as to create, or cause to be created, noises or sounds which are plainly audible at a distance of 1,000 feet from the source of the noise or sound between the hours of 7:00 a.m. and 9:00 p.m. Such written authorization may be given for the following:

1. Public health and safety purposes;
2. Fairs, carnivals and similar activities;
3. Parades, processions, excursions and associated festivities;
4. Outdoor concerts and theatrical performances;
5. Outdoor neighborhood functions such as lawn and pool parties, street dances and similar activities;
6. Civic and religious celebrations;
7. Recreational and athletic activities. In determining whether to grant such permission, the Chief of Police should consider the following factors:
    i. Level or volume, duration, and types of the proposed noises or sounds;
    ii. Source or nature of the noise or sounds (i.e. musical instruments, amplified music, etc.);
    iii. Level and intensity of any background noise;
    iv. Proximity of sleeping facilities or quiet zones (i.e. hospitals and hotels);
    v. Zoning classification of the area;
    vi. Population density of the area;
    vii. Whether the noise is recurrent, intermittent, or constant; and
    viii. Whether the applicant or location has previously violated this Ordinance.

Sec. 46-77. - Administration, appeals and penalties.

(a) The Chief of Police shall implement, administer and enforce the provisions of this Ordinance and shall issue orders requiring the abatement of all violations and the revocation of permits issued.
(b) Each and every day a violation continues shall be deemed a separate offense. Each and every violation of this Ordinance, including separate violations on the same day, shall be deemed a separate offense.
(c) Any person in violation of this Ordinance, upon conviction, shall be guilty of an ordinance violation punishable by a warning for the first offense and thereafter punishable by a fine of at least $500.00, but not to exceed $1,500.00; or by imprisonment of at least 24 hours, not to exceed 60 days, or both. Any person who violates this Ordinance may be subject to immediate arrest. The imposition of a penalty under the provisions of this section shall not prevent the revocation of any permit issued pursuant to this Ordinance.

Sec. 46-78. - Provisions of this division declared to be minimum requirements.

(a) In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements, adopted for the promotion of public health, safety, morals, or general welfare. Wherever the requirements of this chapter are at variance with the requirements of the lawfully adopted rules, regulations, or ordinances of the City of St. Marys, Camden County, State of Georgia, and the United States of America, the most restrictive or that imposing the higher standards shall govern.

(b) The city shall not approve any request for any subdivision, special use, variance, building permit or other permit/license request that is not in compliance with this ordinance. in opposition to any currently effective, legally adopted deed restriction and/or covenants which apply to the property for which the request is made.

(c) The city is not required to enforce and will not enforce any deed restrictions, covenants or similar private legal agreements concerning the use of land in the city.

(d) In the event any portion of this article shall be declared or adjudged invalid or unconstitutional, it is the intention of the city council of the city that such adjudication shall in no manner affect the other sections, sentences, clauses, or phrases of this chapter 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 article.

This Amendment shall become effective upon passage.

ST. MARYS CITY COUNCIL
ST. MARYS, GEORGIA

_____
WILLIAM T. DELOUGHY, MAYOR

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

TO FORM

_____
CITY ATTORNEY

CITY COUNCIL MEETING
July 1, 2013

NEW BUSINESS: Approve a scope of work to prepare the new updated DNR Permit Application for the Gateway Dock.

PURPOSE: To review and approve a scope of work for the updated DNR application from items gleaned from the June 20, 2013 public work session.

RECOMMENDATION: The Planning Department and City Manager recommends approval.

HISTORY/ANALYSIS: The existing permit for the Gateway Docks (the former Gilman Docks) expires in 2014. As a result of Tropical Storm Beryl the configuration of the dock changed. With the exception of the two mooring dolphins, the changes were within the limits of our existing permit. The City had been working with DNR about possible future additions to this dock complex. Representatives of the DNR suggested that the City hold a public session to determine what additional facilities were desirable. This public work session was held on June 20, 2013 at 6:00 PM in City Hall. The session was advertised in the local paper, posted at City Hall, and discussed at the City Council meeting of June 17, 2013. There were approximately 30 citizens + staff in attendance.

The session was lively, with a lot of ideas floated about. While some of the ideas listed would only be possible far in the future i.e. beyond ten (10) years, the list has been modified to what could be accomplished in ten (10) years (one five year term with a five year extension). The attached sheet has the edited list as well as the full list.

There is NO obligation on the City to do any of the projects listed. This office concurs with DNR that the list would save future costs by including the maximum of what the water area would hold.

DNR has also strongly recommended that a qualified Marine Consultant be retained to provide the data they need to process the application. Staff recommends that Council authorize the Planning Department to seek proposals from qualified local firms as part of this scope of work discussion.

Council approval of the above is recommended. In any event, the portion of the permit application relating to Phase 1 - the already completed dock and dolphins - must still be accomplished even if Council decides not to do any or all of the subsequent phases (2-5).

ATTACHMENTS: *List of items from 06-20-13 meeting (full list and modified list) and concept map*

Department Director: _____
Roger A. Weaver, Planning Director

City Manager: _____
Steven S. Crowell, Jr., City Manager

SUMMARY
of
ALL ITEMS LISTED FROM THE JUNE 20, 2013 PUBLIC VISIONING SESSION RELATED TO THE FUTURE EXPANSION OF THE GATEWAY DOCK

The following is a listing of all items that were written down on the large sheet regarding possibilities at the Gateway Dock. Some of these items are not presently possible (see notes in *italics*) and some are only possible on the Upland portion of the project

The Planning Commission presented a large scale aerial view of the dock area with the limits clearly indicated. These limits were the mean high water mark, the extension of the east side of Norris Street (unopened but City property) and at the extension of Ready Street, the east limit was modified to permit existing boats at Lang's Marina to enter and exit their pump out facility and their fueling facility (as well as the two lengths of dock).

1. Overnight Docking for transients
2. Restaurant over the Water *(NOTE: This would not be possible under the current DNR regulations)*
3. Revenue creator or Burden to Tax payers
4. Attract boaters to spend money as well as stay long enough to make the decision to move here
5. What is the ultimate nature of the facilities
6. Pump out facilities with water/60 amp electricity at each dock slip
7. Is a dock master being planned for *(NOTE: In the past, DNR has strongly recommended that there be a dockmaster)*
8. Need fuel dispensing facility
9. Need location of a floating dock for dingys for anchored boats of citizens (non-live-a-boards who are anchored in the water), and for legal live-a-boards from FL
10. Location for ship's store *(As noted in the visioning session, this use would need to be on the upland)*
11. Mooring field outside of the limits shown on the sketch but north of the line between GA and FL
12. The possibility of outsourcing the management and operation of the facility
13. A fish cleaning area near to boats and to refuse trucks for 'off the boat' fish cleaning (not for cleaning of fish from "off the dock" users – See number 31)
14. A trash container(s) near to boats and to refuse trucks
15. Area for commercial charters to be based
16. Overlook to the water at the end of the dock (elevated) *(NOTE: This is currently not permitted by law.)*
17. Wi-Fi capability
18. CCTV equipment and capability
19. Tourist friendly via appealing lighting and landscaping (lighting would need to be capped or shielded)
20. Can the docks be extended beyond the limits of the Lang's Marina East, and if so, how far *(NOTE: This item will be under the major jurisdiction by the Army Corp of Engineers (ACOE)*)
21. Follow the shore line and related depth for extension of the docks
22. Base of operations for sport fishing and sport fishing tournaments
23. Facilities for water taxi services
24. Breakwater to handle surge at the existing and proposed docks (both upstream and downstream)
25. A no wake zone *(NOTE: This would require special designation by DNR Law Enforcement)*
26. Strong enough to withstand storms (no other criteria mentioned)
27. Multiple slips for transient, multiple and overnight stay boat traffic
28. A tie-up at the outermost position on the dock to accommodate a large ICW tour boat or other large short-stay (three day maximum) vessel
29. A stair or ramp for loading/unloading passengers from large vessels
30. Signage describing the history of what someone on the dock is seeing
31. A "no fishing" designation for "off the dock" fishing
32. A fee structure for the above services
33. Use of a marine consultant to complete the application

SYNTHESIS
of
THE ITEMS LISTED FROM THE JUNE 20, 2013 PUBLIC VISIONING SESSION THAT A NEW PERMIT SHOULD ADDRESS
and
RELATED TOTHE FUTURE EXPANSION OF THE GATEWAY DOCK

This listing is a phase listing of the above, synthesized into 'projects' for permit purposes. Keep in mind that the City is not obligated in any way to implement or pay for any of the items listed in this phase listing section. Therefore no costs are included. Any project that the City Council wishes to implement will require a set of specifications

The Phases are consecutive and should be authorized in the sequence noted. Also, all phases, regardless of the issuance of a permit, will be required to comply with all necessary State and Federal rules regarding the use of the St. Marys River

Prior to the start of the permit process, DNR has strongly suggested that the City retain an expert Marine Consultant to complete the application. This consultant will also provide the required bottom surveys and other criteria that the City is not able to provide.

PERMIT PHASE ONE

1. This phase would include the existing dock, the now removed existing floating dock, location of the new floating dock, location of the two mooring dolphins.
2. Listing of the change in upland use from a mooring associated with an upland residential development to permanent public access mooring facilities.
3. With the exception of a $100 application fee to the Coastal Marshland Protection Agency (CMPA), this work is totally completed and no additional cost is anticipated.

PERMIT PHASE TWO

1. Two additional 30 foot long, eight foot wide floating docks in line with the existing floating dock.
2. Four additional mooring dolphins – two at the existing fixed dock and two at the new floating docks.

PERMIT PHASE THREE

1. Extension of the existing fixed dock, with railing (and removable sections for future floating dock ramps) to the limits of the channel with a 40 foot fixed 'T' at the end of the dock for pump out capabilities. This work would need to be delineated and designed by a Marine Consultant.
2. Extension of the fire department hose connection.
3. Extension of the existing water and electrical lines.
4. Installation of a pump out facility piping and related land equipment to connect to an existing sanitary sewer line at the Upland portion of the site.

PERMIT PHASE FOUR

1. Addition of multiple floating slips between the fixed segments with ramps and rails.
2. Installation of two mooring dolphins at the end of each floating slip to protect the floating dock from damage.
3. Extension of water and electrical service to the area of the slip for use by boaters.

PERMIT PHASE FIVE

1. Creation of two (2) nine ship mooring fields as specifically located in regards to legal and physical variables. The Concept sketch cannot address this issue at this time. It will, however, be addressed as part of the Permit Application.

OTHER CONSIDERATIONS

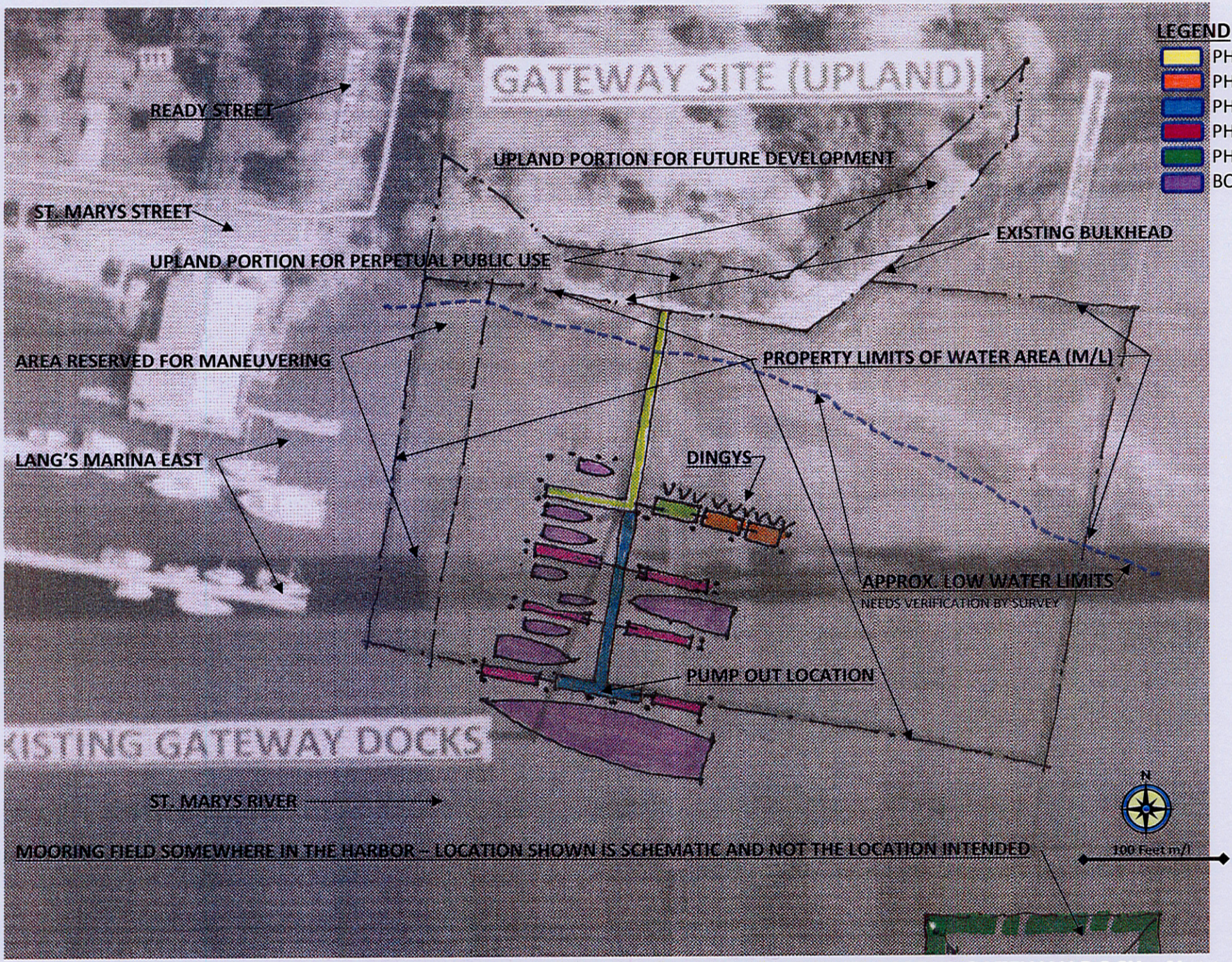
These items would not be part of the permit application, but still would be required for compliance with the DNR permit as noted herein

1. Create a dock master position to monitor the pump out facility, police the docks, collect dockage fees and penalties, disseminate information, and other criteria. Dock master must be experienced in using a patrol boat, and have police powers as permitted by State and Local law.
2. Apply for permission for live-a-boards at docks and at mooring fields and at anchor AFTER all required DNR regulations regarding live-a-boards (dock length, pump-out capabilities, etc.) are in place before approval would be granted.
3. Purchase small river patrol boat (US Navy/Coast Guard surplus) to police Dock area and collect fees and citations.

SKETCH

The attached sketch is only for REFERENCE and is not intended to imply approval of DNR. It was prepared to indicate that the proposed facilities and phases can be accommodated in the waterfront area of the Gateway site.

It is subject to change based upon the recommendations of a properly retained Marine Consultant.



CONCEPT SKETCH OF SCOPE OF WORK FOR UPDATED DNR PERMIT FOR THE ST. MARYS GATEWAY DOCK – Not to Scale

CITY COUNCIL MEETING

July 1, 2013

NEW BUSINESS: Approve a maintenance Contract for the Oak Grove Cemetery.

PURPOSE: To approve a maintenance contract with Forever Young Landscaping in the amount of $29,500 for grounds maintenance of the Oak Grove Cemetery.

RECOMMENDATION: The Oak Grove Cemetery Authority has approved this contract and the Planning Department concurs.

HISTORY/ANALYSIS: The Oak Grove Cemetery Authority (Authority) sought bids for grounds maintenance of the Oak Grove Cemetery from the potential bidders in the Community. There were three bids received, with the lowest bid being from Forever Young Landscaping in the amount of $29,500. Since the funds for this contract will come from the City budget, City Council approval is necessary. (A copy of the bid tabulation and the bid of Forever Young Landscaping is attached.)

The bid amount for grounds maintenance is less than the budgeted amount in the FY 2014 budget for this work. The budgeted cost for labor and materials plus benefits that are currently being paid is $42,419.85[1] out of a total budget of $72,498. (A summary of these costs is attached.) If approved by Council, there will be no St. Marys employee within the Cemetery. The present employee will be transferred to the Public Works department to fill an existing vacancy that matches the skill level of the employee.

The excess funds for this line item ($12,919) will remain in the FY 2014 Cemetery budget as contracted services to until after the storm season is over, to provide additional funds for tree removal etc. in the event of a major storm event. Other line items in the budget are for City provided grave location, grave deed recording and sales, supervision of the contractor, and other services as outlined in the FY 2014 Budget.

The Cemetery Authority recommendation anticipates that this maintenance contract will improve the level of service within the Cemetery over and above the current level of service. There is a concern that the vendor may not be able to provide the proper services for the price quoted. However, the Cemetery Authority voted unanimously to approve the contract subject to the City approving the use of funds.

Council approval is recommended.

ATTACHMENTS: *Bid tabulation and bid document for Forever Young Landscaping. Summary of costs in the budget for this work.*

Department Director: _____
Roger A. Weaver, Planning Director

City Manager: _____
Steve S. Crowell, Jr., City Manager

[1] This figure uses FY 2013 hourly costs and benefits as prepared by the City Finance Dept., and does not include the recently approved staff raises.

SUMMARY OF COSTS INCLUDED IN THE $42,419.85 COST THAT IS INCLUDED IN THIS ANALYSIS

SALARY & BENEFITS[2]		**ACCOUNT #**
REGULAR WAGES	$22,609.60	51.1100
HEALTH & DENTAL	$12,763.00	51.2105
HEALTH CLINIC	$ 240.00	51.2107
LINCOLN - LIFE & AD&D	$ 117.00	51.2110
FICA	$ 1,730.00	51.2200
RETIREMENT-VALIC	$1,583.00	51.2400
WORKERS COMP	$ 877.25	51.2700
SUBTOTAL	**$39,919.85**	

CEMETERY EXPENDITURES		
VEHICLE REPAIR SUPPLIES	$ 500.00	53.1723
VEHICLE REPAIRS	$500.00	52.2223
GASOLINE	$1500.00	53.1270
SUBTOTAL	**$2,500.00**	

TOTAL COST FOR CEMETERY	**$42,419.85**

[2] All of these items are in addition to the base pay, and are part of the City Benefit package

Invitation to Bid Opening
Oak Grove Cemetery Maintenance Contract

06/11/2013 2:00PM

Vendor Name & Address	**Addendum Acknowledgement Y or N**	**5% Bid Bond Y or N**	**Attended Mandatory Site Visit**	**1 Original & 1 Copy Y or N**
Peters Landscaping $49,000.00	N	N	Y	N
Reliant Turf & Lawn $72,800.00	Y	N	Y	Y
Forever Young Landscaping $29,500.00	Y	Y	Y	N

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. <u>Landscape Plant Maintenance Issues: Trees, Shrubs, Ground Covers</u>.

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 plan.

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 $ 29,574.00 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.

Forever Young Landscaping	**Oak Grove Cemetery**
Name of Contractor (*Place Seal Here*)	Name of Cemetery
Cory Cohn	
Contractor's Representative	Oak Grove Cemetery Representative
Cory Cohn	
Typed Name	Typed Name
Sole Propriotor	
Title	Title
6/11/13	
Date	Date

ADDITIONAL INFORMATION

Please provide any other information that you would like to include about your company and your work.

This contract will be my only priority and source of income. My parents, Harold and Becky Cohn, will assist on strictly a volunteer basis. With Oak Grove being my young brother's resting place, my family is dedicated stakeholders and have a vested interest in the prestine care of Oak Grove's grounds. I want to prioritize immediate attention to the oldest sections and/or any other areas that cemetary supervisors want. Over and above the minimum 40 hrs required, my family is willing to make arrangements to be available after hours and weekends to assist in supervising funerals and gravesite preparations. I'm also prepared to assist in closing the gate in evenings if needed from time to time.

You can find living proof of how I desire the resting places of all people in Oak Grove to look by inspecting the grounds surrounding my brother's resting place.

I have been approved for a million dollar general liability policy through Hall & Lamb Insurance. Also I will have a professional uniform and signage for my work vehicle

6/11/13

The following is an overview of the City's revenue and expenditures for the month ending May 31, 2013, which is the eleventh month of fiscal year FY2013. All reports are on a cash basis.

General Fund:

Total revenue for the General Fund was $8,331,647 plus $186,713 of allocated budgeted fund equity for a total of $8,518,360. Total year to date expenditures as of 5/31/13 was $7,404,931 for a revenue over expenditures balance of $1,113,430. Available cash balance as of 5/31/13 was $4,710,705.

Tourism

Total revenue for Tourism fund was $108,441. Total year to date expenditures as of 5/31/13 was $120,131 for a shortfall of $(11,690).

SPLOST

To date we have received SPLOST revenue of $703,655 plus interest of $21 for total revenues of $703,675. Total year to date expenditures as of 5/31/13 was $742,599 for a shortfall of $(38,924). This is a reimbursement fund which will net to zero at the end of the fiscal year.

Water/Sewer Fund

Total revenue for the Water/Sewer fund was $9,323,588 plus $372,589 of allocated budgeted fund equity for a total of $9,696,177. Total year to date expenses as of 5/31/13 was $5,791,244 for a revenue over expenditures balance of $3,904,934. Available cash balance as of 5/31/13 was $4,192,473.

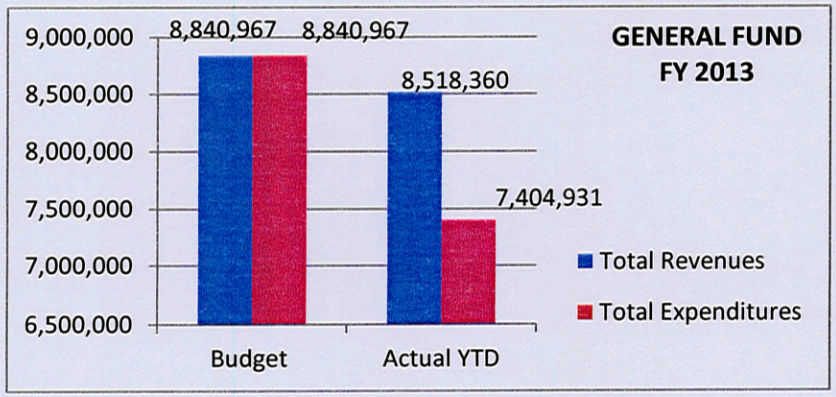
Solid Waste Fund

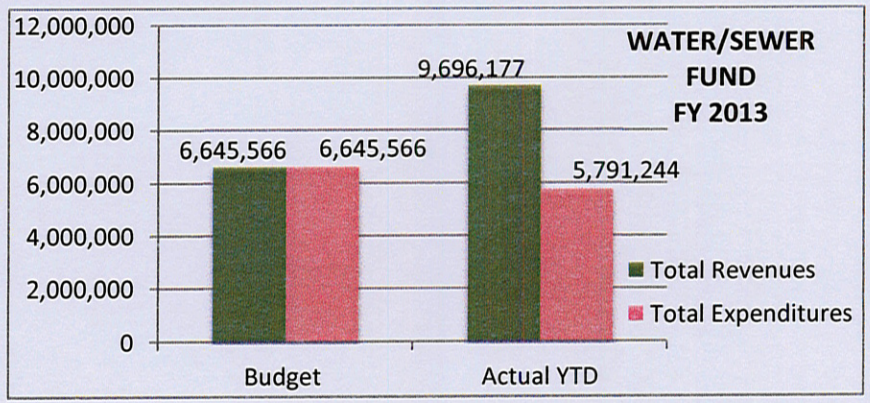
Total revenue for the Solid Waste fund was $1,136,608 which includes budgeted fund equity of $146,370. Total year to date expenditures as of 5/31/13 was $820,024 for a revenue over expenditures balance of $316,584. Available cash balance as of 5/31/13 was $242,764.

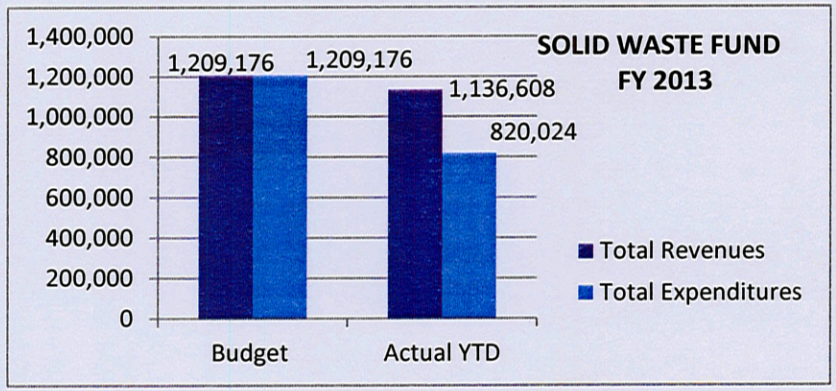
Aquatic

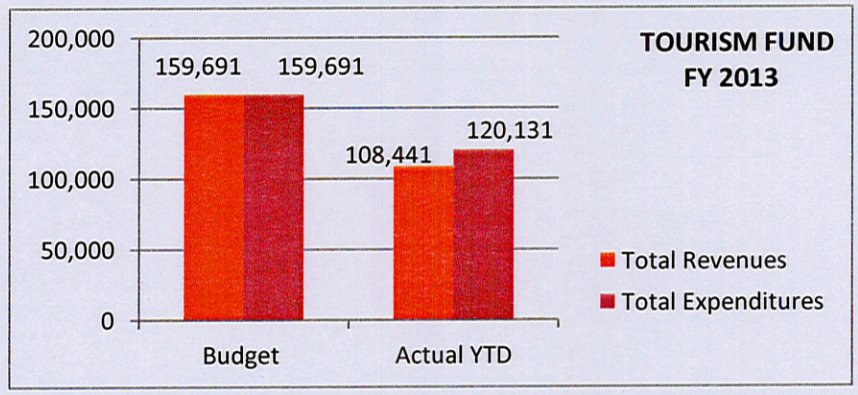
Total revenue for the Aquatic Center was $239,398 Total year to date expenditures as of 5/31/13 was $233,712 for a revenue over expenditures balance of $5,686.

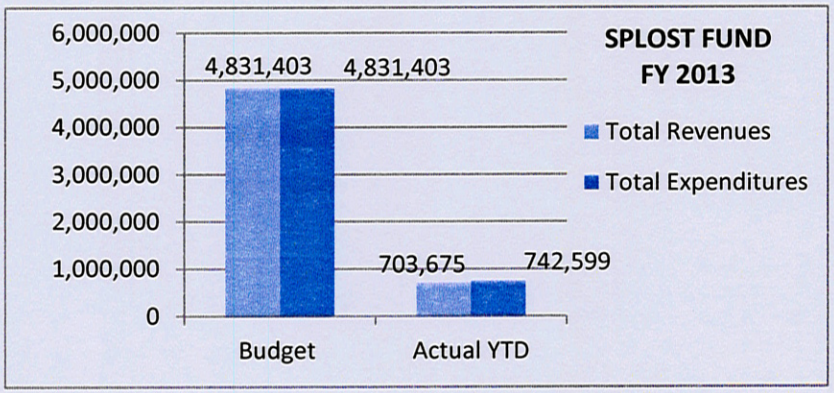
YTD 05/31/2013 Month Reported

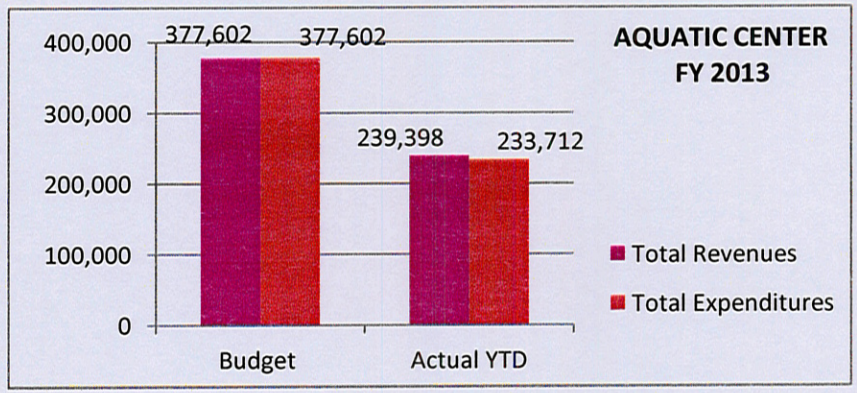












CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNADUDITED)
May-13

FINANCIAL SUMMARY			MONTHS COMPLETED % YEAR COMPLETED		11 91.67%
100-GENERAL FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	MAY YTD 2013	MAY YTD 2012	% YTD BUDGET
100.31.1100 REAL PROP CURRENT YEAR	$ 2,597,400	$ 935	$ 2,587,763	$ 2,846,888	100%
100.31.1190 OVERPAYMENTS/ADJUST TAXES	$ -	$ (20)	$ 87	$ 39	#DIV/0!
100.31.1205 2005 PROP TAX COLL	$ -	$ -	$ -	$ -	
100.31.1207 2007 PROP TAX COLL	$ -	$ -	$ -	$ -	#DIV/0!
100.31.1208 2008 PROPERTY TAX	$ 5,000		$ 39,796	$ 27,548	796%
100.31.1209 2009 PROPERTY TAX	$ 10,000		$ 21,368	$ 41,776	214%
100.31.1210 2010 PROPERTY TAX	$ 20,000	$ 2,347	$ 41,569	$ 90,789	208%
100.31.1211 2011 PROPERTY TAX	$ 55,000	$ 1,467	$ 64,749	$ -	118%
100.31.1310 MOTOR VEHICLE	$ 190,000	$ 52,523	$ 222,009	$ 172,459	117%
100.31.1320 MOBILE HOME	$ 6,000	$ 4,141	$ 6,648	$ 6,205	111%
100.31.1391 RAILROAD TAX	$ 2,500	$ -	$ -	$ -	0%
100.31.1600 REAL ESTATE TRANSFER TAX	$ 6,500	$ 726	$ 7,239	$ 5,538	111%
100.31.1610 RECORDING INTANGIBLE TAX	$ 40,000	$ 4,613	$ 51,385	$ 32,789	128%
100.31.1710 GA POWER FRANCHISE TAX	$ 750,000		$ 671,580	$ 720,229	90%
100.31.1711 OKEF ELEC FRANCHISE TAX	$ 51,750	$ -	$ 47,921	$ 51,578	93%
100.31.1730 GAS FRANCHISE TAX	$ 20,000		$ 14,234	$ 14,386	71%
100.31.1750 CABLE TV FRANCHISE TAX	$ 96,500	$ -	$ 104,246	$ 96,021	108%
100.31.1760 TELEPHONE FRANCHISE TAX	$ 24,000	$ 13,041	$ 36,946	$ 23,946	154%
100.31.3100 LOCAL OPT SALES AND USE	$ 1,950,000	$ 159,890	$ 1,762,760	$ 1,791,357	90%
100.31.4200 ALCOHOLIC BEVERAGE EXCISE	$ 210,000	$ 18,911	$ 204,863	$ 197,088	98%
100.31.6200 INSURANCE PREMIUMS (1%)	$ 810,000		$ 852,970	$ 803,047	105%
100.31.6300 FINANCIAL INSTITUTIONS	$ 27,000		$ 31,737	$ 33,433	118%
100.31.9100 PENALTY AND INTEREST	$ 75,000	$ 2,943	$ 74,340	$ 67,870	99%
100.31.9500 FIFA LEGAL/PROCESS FEES	$ -			$ -	#DIV/0!
100.32.1100 BEER/WINE LIC	$ 85,000	$ 97	$ 77,369	$ 80,716	91%
100.32.1200 GENERAL BUSINESS LIC	$ 125,000	$ 2,654	$ 126,190	$ 119,456	101%
100.32.1220 BUSINESS LIC INSURANCE	$ 22,000	$ 150	$ 20,813	$ 21,675	95%
100.32.2100 BUILDING PERMITS	$ 65,000	$ 5,934	$ 78,775	$ 63,937	121%
100.32.2210 ZONING FEES	$ 4,000	$ 870	$ 3,460	$ 8,185	87%
100.32.2211 LAND-DISTURBING PERMITS	$ 500	$ -	$ -	$ 894	0%
100.32.2230 SIGN PERMITS	$ 3,000	$ 150	$ 5,380	$ 2,600	179%
100.32.3200 GAMING FEES	$ 1,500	$ -	$ -	$ 6,000	0%
100.32.3910 PLAN REVIEW FEES	$ 15,000	$ 1,051	$ 21,724	$ 17,630	145%
100.34..... COPIES SOLD - ADMIN	$ 13,700	$ 1,341	$ 16,925	$ 16,339	124%
100.34.4212 NSF FEES	$ 120	$ 30	$ 30		25%
100.34.1910 QUALIFYING FEES	$ -			$ 1,620	#DIV/0!
100.34.....REVENUES-ORANGE HALL	$ 9,100	$ -	$ 3,264	$ 7,631	36%
100.34.7500 PROGRAM INCOME - SENIORS	$ 7,000	$ 923	$ 6,591	$ 6,247	94%
100.34.9100 CEMETERY FEES	$ 44,000	$ 1,683	$ 26,544	$ 44,312	60%
100.34.9900 ADMIN. FEES - TOURISM	$ 3,600	$ 300	$ 3,300	$ 3,300	92%

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNADUDITED)
May-13

FINANCIAL SUMMARY			MONTHS COMPLETED % YEAR COMPLETED		11 91.67%
100-GENERAL FUND REVENUES	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
100.34.9902 ADMIN.FEES - MULTIGRANT	$ -	$ -	$ -	$ -	#DIV/0!
100.34.9910 ADMIN. FEES - SPLOST	$ 5,500	$ 670	$ 7,225	$ 9,035	131%
100.35..... COURT FINES/FEES	$ 386,700	$ 15,873	$ 329,391	$ 397,104	85%
100.35.1300 LIBRARY FINES/COLLECTIONS	$ 4,500	$ 295	$ 4,793	$ 3,999	107%
100.36.1000 INTEREST EARNED	$ 8,500	$ 673	$ 6,616	$ 9,348	78%
100.37.2000 ORANGE HALL DONATION	$ 100	$ -	$ 21	$ 98	21%
100.38.0001 FUND EQUITY	$ 203,687	$ 16,974	$ 186,713	$ -	92%
100.38.1000 RENTAL INCOME	$ 295,000	$ 25,958	$ 301,282	$ 279,684	102%
100.38.1010 SPECIAL EVENTS RENTAL	$ 7,000	$ 1,025	$ 6,313	$ 5,575	90%
100.38.9010 MISCELLANEOUS INCOME	$ 136,092	$ 2,729	$ 158,826	$ 55,874	117%
100.38.9020 SHARED SVC SOL/W & SPLOST	$ 75,000	$ -	$ 67,426	$ 114,306	90%
100.38.9025 SHARED SERVICES - IDA	$ -	$ -	$ -	$ -	#DIV/0!
100.38.9028 SHARED SERVICES -BOARD OF ED	$ 44,579	$ 3,959	$ 44,029	$ -	99%
100.38.9030 SHARED SERVICES CUMB HARB	$ -	$ -	$ -	$ 63,800	#DIV/0!
100.38.9031 SHARED SVCS - DOT	$ -	$ 4,826	$ 7,238		#DIV/0!
100.38.9035 OVER/SHORT				$ 3	
100.38.9032 SHARED SERVICES - HOSP AUTH.	$ 25,000	$ -	$ -	$ 31,696	0%
100.39.1200 OP T/F IN MULT GRANT FUND	$ 299,139	$ 63,087	$ 163,912	$ 102,205	55%
100.39.1200 OP T/F IN SPLOST	$ -				#DIV/0!
100.39.2200 SALE CITY PROPERTY	$ 5,000				0%
100.39.3010 LOAN PROCEEDS	$ -			$ 119,700	#DIV/0!
TOTAL REVENUE	**$ 8,840,967**	**$ 412,768**	**$ 8,518,360**	**$ 8,615,954**	**96%**

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNADUDITED)
May-13

FINANCIAL SUMMARY			MONTHS COMPLETED % YEAR COMPLETED	11 91.67%
100-GENERAL FUND EXPENDITURE SUMMARY	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
TOTAL LEGISLATIVE	$ 201,057	$ 25,794	$ 159,747	$ 170,465	79%
TOTAL EXECUTIVE	$ 328,817	$ 15,774	$ 271,238	$ 246,640	82%
TOTAL FINANCIAL ADMINISTRATION	$ 889,401	$ 50,969	$ 729,460	$ 715,996	82%
TOTAL IT	$ 206,349	$ 34,054	$ 185,962	$ 133,948	90%
TOTAL HUMAN RESOURCES	$ 130,459	$ 6,744	$ 102,616	$ 74,009	79%
TOTAL GEN GOVT BLDGS & PLANT	$ 176,050	$ 11,991	$ 136,278	$ 194,034	77%
TOTAL MUNICIPAL COURT	$ 220,760	$ 22,319	$ 165,410	$ 173,564	75%
TOTAL POLICE ADMINISTRATION	$ 2,251,513	$ 166,354	$ 1,980,804	$ 2,136,607	88%
TOTAL FIRE ADMINISTRATION	$ 1,722,251	$ 139,083	$ 1,526,675	$ 1,440,974	89%
TOTAL PUBLIC WORKS ADMIN	$ 1,199,180	$ 87,727	$ 1,027,988	$ 1,114,954	86%
TOTAL HIGHWAYS & STREETS ADMIN	$ 452,549	$ 28,965	$ 260,781	$ 259,148	58%
TOTAL CEMETERY	$ 95,658	$ 6,946	$ 63,753	$ 3,024	67%
TOTAL SENIOR CITIZENS CENTER	$ 117,220	$ 9,660	$ 100,247	$ 107,366	86%
TOTAL PARKS ADMINISTRATION	$ 47,320	$ 2,954	$ 38,049	$ 37,617	80%
TOTAL LIBRARY ADMINISTRATION	$ 299,855	$ 19,447	$ 229,039	$ 263,580	76%
TOTAL PROTECTIVE INSP ADMIN	$ 137,262	$ 5,483	$ 122,289	$ 93,858	89%
TOTAL PLANNING & ZONING	$ 157,987	$ 12,704	$ 125,378	$ 137,504	79%
TOTAL ECONOMIC DEVELOPMENT	$ 176,517	$ 9,357	$ 154,468	$ 106,048	88%
TOTAL AIRPORT	$ 5,000	$ -	$ 3,770	$ 4,185	75%
TOTAL SPECIAL FACILITIES	$ 25,762	$ 1,078	$ 20,980	$ 21,924	81%
TOTAL EXPENDITURES	**$ 8,840,967**	**$ 657,403**	**$ 7,404,931**	**$ 7,435,446**	**84%**

REVENUE OVER/(UNDER) EXPENDITURES	**$ -**	**$ (244,635)**	**$ 1,113,430**	**$ 1,180,507**

Cash Balances:	$4,941,394	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	$203,687	Average YTD Mo. Exp.	$673,176
Unrestriced Cash Balances	$4,737,707	Months of Operating Cash	7.00
LESS: Outstanding P.O.'s	$27,002		
Available Cash	**$4,710,705**		

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNADUDITED)
May-13

FINANCIAL SUMMARY			MONTHS COMPLETED	11
			% YEAR COMPLETED	91.67%

275-SPECIAL REVENU FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	MAY YTD 2013	MAY YTD 2012	% YTD BUDGET
TAXES	$ 127,116	$ 11,320	$ 88,172	$ 102,225	69%
CHARGES FOR SERVICES	$ 13,330	$ 1,253	$ 6,377	$ 9,336	48%
INVESTMENT INCOME	$ 100	$ 1	$ 9	$ 20	9%
CONTRIBUTIONS/DONATIONS	$ 600	$ 15	$ 215	$ 1,119	36%
MISCELLANEOUS	$ 7,000	$ 171	$ 6,668	$ 6,209	95%
OTHER FINANCING SOURCES	$ 11,545		$ 7,000	$ 7,000	61%
TOTAL REVENUES	**$ 159,691**	**$ 12,760**	**$ 108,441**	**$ 125,909**	68%

275-SPECIAL REVENU FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	MAY YTD 2013	MAY YTD 2012	% YTD BUDGET
PRSNL SERVICES/BENEFITS	$ 31,922	$ 1,886	$ 22,731	$ 24,780	71%
PURCHASED/CONTRACTED SVC	$ 103,084	$ 9,517	$ 85,473	$ 93,814	83%
SUPPLIES	$ 8,140	$ 705	$ 5,127	$ 6,238	63%
CAPITAL OUTLAY	$ 4,545				0%
INTERGOVERNMENTAL	$ 12,000	$ 5,800	$ 6,800	$ 8,650	57%
TOTAL TOURISM	**$ 159,691**	**$ 17,909**	**$ 120,131**	**$ 133,483**	75%

REVENUE OVER/(UNDER) EXPENDITURES	**$ -**	**$ (5,149)**	**$ (11,690)**	**$ (7,574)**	**0**

Cash Balances: (-sal/fica-due to pooled cash)	-$21,893	Run Rate Analysis:	
LESS: Restricted Budgeted Fund Equity	$0	Average YTD Mo. Exp.	$10,921
Unrestriced Cash Balances	-$21,893	Months of Operating Cash	(2.05)
LESS: Outstanding P.O.'s	$465		
Available Cash	**-$22,359**		

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNADUDITED)
May-13

FINANCIAL SUMMARY			MONTHS COMPLETED % YEAR COMPLETED		11 91.67%
320-SPLOST FUND REVENUES	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
TAXES	$ 4,831,403	$ -	$ 703,655	$ 580,172	15%
INVESTMENT INCOME	$ -	$ 3	$ 21	$ 77	#DIV/0!
MISCELLANEOUS	$ -	$ -	$ -		
OTHER FINANCING SOURCES	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL REVENUES	**$ 4,831,403**	**$ 3**	**$ 703,675**	**$ 580,248**	**15%**

320-SPLOST FUND EXPENDITURE SUMMARY	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
320.51512-52.1210 AUDIT - SPLOST V	$ -	$ -	$ -	$ -	#DIV/0!
320.54220-54.1240 DRAINAGE - SPLOST V	$ -	$ -	$ -	$ -	#DIV/0!
320.54220-54.1410 SDEWLK/HNCAP V	$ -	$ -	$ -	$ -	#DIV/0!
320.54220-54.1415 PAVING/OVERLAY V	$ -	$ -	$ -	$ -	#DIV/0!
320.54220-54.1422 ROADWAYS SPLOST V	$ -	$ -	$ -	$ -	#DIV/0!
320.54220-54.1422 CAPITAL IMPROV SPL V	$ -	$ -	$ -	$ -	#DIV/0!
320.56180-54.1300 LIBRARY SPLOST V	$ -	$ -		$ 2,301	#DIV/0!
320.56180-54.1310 MULTI MEDIA SPLOST V	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL EXPENDITURES V	**$ -**	**$ -**	**$ -**	**$ 2,301**	#DIV/0!

320-SPLOST FUND EXPENDITURE SUMMARY	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
320.51512-52.1211 AUDIT SPLOST VI	$ 6,000	$ -	$ 3,000	$ 3,000	50%
320.51565-54.1500 CITY BUILDINGS VI	$ 475,000	$ 104,114	$ 454,260	$ 30,984	95.6%
320.54220-54.1241 DRAINAGE - SPLOST VI	$ 2,000,000	$ 1,027	$ 62,035	$ 111,010	3%
320.54220-54.1416 PAVING/OVERLAY VI	$ 1,850,403	$ 31,561	$ 116,091	$ 224,925	6%
320.54310-54.1202 SEWER INFRA SPLOST VI	$ 500,000	$ 13,130	$ 107,213	$ -	21%
320.59000-61.1000 OPERATING TFR OUT	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL EXPENDITURES VI	**$ 4,831,403**	**$ 149,831**	**$ 742,599**	**$ 369,919**	15.37%

REVENUE OVER/(UNDER) EXPENDITURES	**$ -**	**$ (149,829)**	**$ (38,924)**	**$ 208,027**	

Cash Balances:	$1,174	**Run Rate Analysis:**	
LESS: Restricted Budgeted Fund Equity	$0	**Average YTD Mo. Exp.**	**$67,509**
Unrestriced Cash Balances	$1,174	**Months of Operating Cash**	(0.01)
LESS: Outstanding P.O.'s	$2,031		
Available Cash	**-$858**		

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNADUDITED)
May-13

FINANCIAL SUMMARY			MONTHS COMPLETED % YEAR COMPLETED		11 91.67%
505-WATER AND SEWER FUND REVENUES	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
505.33.4110 STATE GOV GRANTS-DIRECT	$ 179,700	$ -	$ 165,151	$ 667,682	92%
505.34.4210 WATER CHARGES	$ 2,140,000	$ 179,691	$ 1,938,215	$ 1,974,862	91%
505.34.4211 TRANSFER/TEMP SERVICES	$ 45,000	$ 4,025	$ 41,871	$ 42,293	93%
505.34.4212 RECONNECTION NSF FEES	$ 72,000	$ 6,420	$ 70,809	$ 71,976	98%
505.34.4213 LATE FEES AND PENALTIES	$ 135,000	$ 10,395	$ 115,055	$ 120,430	85%
505.34.4214 TURN ON FEE	$ 40,000	$ 4,165	$ 39,025	$ 37,730	98%
505.34.4216 CAP RECOVERY WATER - DEV	$ 36,000	$ 1,693	$ 33,582	$ 24,903	93%
505.34.4217 WATER CHARGES 2	$ 700,000	$ 59,870	$ 645,021	$ 658,215	92%
505.34.4230 SEWERAGE CHARGES	$ 1,966,500	$ 172,145	$ 1,827,201	$ 1,838,864	93%
505.34.4231 SEWER CHARGES 2	$ 680,000	$ 56,880	$ 609,733	$ 623,101	90%
505.34.4236 CAP RECOVERY METER - DEV	$ 6,720	$ 280	$ 7,000	$ 6,325	104%
505.34.4256 CAP RECOVERY SEWER - DEV	$ 117,000	$ 5,637	$ 111,664	$ 63,604	95%
505.34.4263 CONSTRUCTION FEES	$ 48,000	$ 7,739	$ 141,197	$ 60,724	294%
505.38.0001 FUND EQUITY	$ 406,461	$ 33,872	$ 372,589	$ -	92%
505……. INTEREST/MISC/OTHER REVENUES	$ 73,185	$ 10,483	$ 3,578,066	$ 24,865	4889%
TOTAL REVENUE	**$ 6,645,566**	**$ 553,293**	**$ 9,696,177**	**$ 6,215,572**	**146%**

SANITATION ADMINISTRATION EXPENDITURE SUMMARY	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
PRSNL SERVICES/BENEFITS	$ 908,140	$ 71,499	$ 827,246	$ 819,435	91%
PURCHASED/CONTRACTED SVC	$ 420,981	$ 26,041	$ 350,121	$ 373,681	83%
SUPPLIES	$ 672,875	$ 51,315	$ 510,778	$ 477,140	76%
CAPITAL OUTLAY	$ 320,885	$ 27,418	$ 221,753	$ 664,406	69%
DEPRECIATION/AMORTIZATION	$ -	$ -	$ -	$ -	#DIV/0!
INTERGOVERNMENTAL	$ 100,000	$ -	$ -	$ -	0%
DEBT SERVICES/FISCAL AGENT FEES	$ 10,000		$ 6,450	$ 821	65%
TOTAL SANITARY ADMINISTRATION	**$ 2,432,881**	**$ 176,272**	**$ 1,916,348**	**$ 2,335,483**	**79%**

WATER ADMINISTRATION EXPENDITURE SUMMARY	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
PRSNL SERVICES/BENEFITS	$ 751,603	$ 57,529	$ 686,175	$ 648,443	91%
PURCHASED/CONTRACTED SVC	$ 241,638	$ 9,484	$ 144,541	$ 163,310	60%
SUPPLIES	$ 314,975	$ 17,931	$ 233,829	$ 241,405	74%
CAPITAL OUTLAY	$ 60,000	$ 146,353	$ 146,353	$ 13,783	244%
DEPRECIATION/AMORTIZATION	$ -	$ -	$ -	$ -	#DIV/0!
INTERGOVERNMENTAL	$ 80,000	$ -	$ -	$ -	0%
DEBT SERVICES/FISCAL AGENT FEES	$ 3,000	$ -	$ 689	$ 689	23%
TOTAL WATER ADMINISTRATION	**$ 1,451,216**	**$ 231,298**	**$ 1,211,587**	**$ 1,067,630**	**83%**

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNADUDITED)
May-13

FINANCIAL SUMMARY			MONTHS COMPLETED % YEAR COMPLETED	11 91.67%
DEBT SERVICE-PRINCIPLE EXPENDITURE SUMMARY		**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
505.58000-58.1110 BOND PYMT 88 & 92 PRIN	$ 285,000	$ -	$ 285,000	$ 270,000	
505.58000-58.1340 GEFA LOAN 95-021-W	$ 1,558	$ -	$ 1,558	$ 16,652	100%
505.58000-58.1350 GEFA LOAN 97-L97-WS PR	$ -	$ -	$ -		#DIV/0!
505.58000-58.1360 GEFA LOAN 98-L46-WJ PR	$ -	$ -	$ -	$ -	#DIV/0!
505.58000-58.1370 GEFA LOAN CW00-017	$ -	$ -	$ -	$ 30,943	#DIV/0!
505.58000-58.1380 GEFA LOAN CWS-RF-0	$ 233,148	$ 19,747	$ 213,619	$ 206,977	92%
505.58000-58.1382 GEFA LOAN 2010-L26WQ	$ 41,325	$ 2,590	$ 7,746	$ -	19%
505.58000-58.1385 EQUIPMENT LOANS PR	$ -	$ -	$ -	$ 47,686	#DIV/0!
DEBT SERVICE-PRINCIPLE	**$ 561,031**	**$ 22,337**	**$ 507,923**	**$ 572,258**	**91%**

DEBT SERVICE-INTEREST EXPENDITURE SUMMARY	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
505.58000-58.2110 BOND PAYMENT 88 & 92	$ 139,191	$ -	$ 139,191	$ 156,188	100%
505.58000-58.2115 INTEREST-BOND INT 2010	$ 1,915,400	$ 957,700	$ 1,915,400	$ 1,915,400	100%
505.58000-58.2340 GEFA LOAN 95-021-WQ INT	$ 7	$ -	$ 7	$ 631	100%
505.58000-58.2350 GEFA LOAN 97-L97-WS INT	$ -	$ -	$ -	$ -	#DIV/0!
505.58000-58.2360 GEFA LOAN 98-L46-WJ INT	$ -	$ -	$ -	$ -	#DIV/0!
505.58000-58.2370 GEFA LOAN CW00-017	$ -	$ -	$ -	$ 181	#DIV/0!
505.58000-58.2380 GEFA LOAN CWS-RF-0	$ 100,265	$ 8,038	$ 92,010	$ 98,652	92%
505.58000-58.2382 GEFA LOAN 2010 L26WQ	$ 45,575	$ 2,918	$ 8,778	$ -	19%
505.58000-58.2385 EQUIPMENT LOANS	$ -	$ -	$ -	$ 417	#DIV/0!
DEBT SERVICE-INTEREST	**$ 2,200,438**	**$ 968,656**	**$ 2,155,386**	**$ 2,171,469**	98%

505-59000-61.1000 OPERATING TFR OUT	$ -			$ -	

TOTAL EXPENDITURES	**$ 6,645,566**	**$ 1,398,563**	**$ 5,791,244**	**$ 6,146,839**	**87%**

REVENUE OVER/(UNDER) EXPENDITURES	**$ -**	**$ (845,270)**	**$ 3,904,934**	**$ 68,733**	

Cash Balances:	$4,751,334	**Run Rate Analysis:**	
LESS: Restricted Budgeted Fund Equity	$406,461	**Average YTD Mo. Exp.**	**$526,477**
Unrestriced Cash Balances	$4,344,873	**Months of Operating Cash**	**7.96**
LESS: Outstanding P.O.'s	$152,400		
Available Cash	**$4,192,473**		

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNADUDITED)
May-13

FINANCIAL SUMMARY			MONTHS COMPLETED % YEAR COMPLETED		11 91.67%
540-SOLID WASTE FUND REVENUES	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
540.34.4111 RESIDENTIAL REFUSE CHARGE	$ 970,000	$ 81,301	$ 893,367	$ 892,775	92%
540.34.4112 COMMERCIAL REFUSE CHARGES	$ 22,000	$ 1,929	$ 20,634	$ 20,457	94%
540.34.4190 LATE FEES AND PENALTIES	$ 22,500	$ 1,915	$ 20,517	$ 20,701	91%
540.34.9900 OTHER CHARGES	$ 35,000	$ 6,150	$ 55,720	$ 55,520	159%
540.36.1000 INTEREST REVENUES	$ -	$ -	$ -	$ -	#DIV/0!
540.38.0001 FUND EQUITY	$ 159,676	$ 13,306	$ 146,370	$ -	92%
TOTAL REVENUES	**$ 1,209,176**	**$ 104,601**	**$ 1,136,608**	**$ 989,453**	**94%**

540-SOLID WASTE FUND EXPENDITURE SUMMARY	**CURRENT BUDGET**	**CURRENT PERIOD**	**MAY YTD 2013**	**MAY YTD 2012**	**% YTD BUDGET**
PRSNL SERVICES/BENEFITS	$ 81,076	$ 6,156	$ 72,361	$ 67,240	89%
PURCHASED/CONTRACTED SVC	$ 1,114,440	$ 74,806	$ 744,323	$ 913,465	67%
SUPPLIES	$ 3,660	$ 112	$ 3,340	$ -	91%
INTERGOVERNMENTAL	$ 10,000	$ -	$ -	$ -	0%
DEPRECIATION/AMORTIZATION	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL SOLID WASTE COLLECTION	**$ 1,209,176**	**$ 81,073**	**$ 820,024**	**$ 980,705**	**68%**

REVENUE OVER/(UNDER) EXPENDITURES	**$ -**	**$ 23,528**	**$ 316,584**	**$ 8,748**	**0**

Cash Balances:	$402,619	**Run Rate Analysis:**	
LESS: Restricted Budgeted Fund Equity	$159,676	**Average YTD Mo. Exp.**	**$74,548**
Unrestriced Cash Balances	$242,943	**Months of Operating Cash**	**3.26**
LESS: Outstanding P.O.'s	$179		
Available Cash	**$242,764**		

555 -AQUATIC CENTER FINANCIAL SUMMARY	FY13 Budget	(FY12) Jan-12	(FY12) Feb-12	(FY12) Mar-12	(FY12) Apr-12	(FY12) May-12	(FY12) Jun-12	(FY13) Jul-12	(FY13) Aug-12	(FY13) Sep-12	(FY13) Oct-12	(FY13) Nov-12	(FY13) Dec-12	(FY13) Jan-13	(FY13) Feb-13	(FY13) Mar-13	(FY13) Apr-13	(FY13) May-13	Jan-12 thru Dec-12 12Mths	YTD 5/2013 YTD	05/2012 YTD
REVENUE SUMMARY																					
CHARGES FOR SERVICES	377,602	-	-	4,837	11,054	61,394	95,865	108,422	26,500	9,256	775	125	275	1,324	998	2,607	13,998	73,484	318,503	237,763	236,652
INVESTMENT INCOME	-	-	-	-	-	-	-	-	-	-	-	-	-						-	-	
CONTRIBUTIONS/DONATIONS	-	-	-	-	-	-	-	-	-	-	-	-	-						-	-	
MISCELLANEOUS	-	-	-	-	7	131	(49)	108	112	1,209	17	-	-	144	2	1	21	20	1,594	1,635	1,997
OTHER FINANCING SOURCES	-	-	-	-	-	-	-	-	-	-	-	-	-						-	-	-
TOTAL REVENUES	**377,602**	-	-	**4,837**	**11,061**	**61,525**	**95,816**	**108,530**	**26,612**	**10,465**	**792**	**125**	**275**	**1,468**	**1,000**	**2,608**	**14,018**	**73,505**	**320,097**	**239,398**	**238,649**
EXPENDITURE SUMMARY																					
PRSNL SERVICES/BENEFITS	**174,152**	301	1,176	2,113	3,912	14,250	31,521	34,138	31,369	6,656	474	1,587	1,201	1,129	1,325	2,048	1,938	482	128,698	**82,346**	112,233
PURCHASED/CONTRACTED SVC	**71,650**	2,659	6,809	4,931	4,368	5,507	5,822	3,119	6,517	4,969	5,247	4,141	4,770	4,531	3,293	4,103	3,512	21,908	58,859	**66,110**	45,466
SUPPLIES	**131,800**	3,694	3,341	4,740	10,525	13,071	28,688	12,974	10,329	8,992	7,045	7,857	4,373	3,026	4,667	6,193	6,800	12,998	115,629	**85,255**	93,038
CAPITAL OUTLAY	-					-	-	-	-	-	-	-	-			-			-	-	-
DEPRECIATION/AMORTIZATION	-					-	-	-	-	-	-	-	-			-			-	-	-
TOTAL AQUATIC CENTER	**377,602**	**6,654**	**11,326**	**11,784**	**18,805**	**32,828**	**66,031**	**50,231**	**48,215**	**20,617**	**12,766**	**13,585**	**10,344**	**8,687**	**9,285**	**12,344**	**12,249**	**35,388**	**303,186**	**233,712**	**250,737**
REVENUE OVER/(UNDER) EXPENDITURES	-	**(6,654)**	**(11,326)**	**(6,947)**	**(7,744)**	**28,697**	**29,785**	**58,299**	**(21,603)**	**(10,152)**	**(11,974)**	**(13,460)**	**(10,069)**	**(7,219)**	**(8,285)**	**(9,737)**	**1,769**	**38,116**	**16,911**	**5,686**	**(12,087)**

Cash Balances: (-sal/fica)	**-$90,043**	**Run Rate Analysis:**	
LESS: Restricted Budgeted Fd Equity	**$0**	**Average YTD Mo. Exp.**	**$58,428**
Unrestriced Cash Balances	**-$90,043**	**Months of Operating Cash**	**(1.62)**
LESS: Outstanding P.O.'s	**$4,487**		
Available Cash	**-$94,530**		