



CITY OF ST. MARYS, GEORGIA
July 2, 2012

CITY COUNCIL MEETING
6:00 p.m.

AGENDA

- I. **CALL TO ORDER**
- II. **INVOCATION:** *Councilmember Post*
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL** **QUORUM: YES ___ NO ___**
- V. **APPROVAL OF MINUTES:** *June 18, 2012 Regular City Council Meeting Minutes*
- VI. **PRESENTATION:**
 - BOARD TERM EXPIRATION/VACANCY ANNOUNCEMENTS**
 1. Coastal RDC Historic Preservation Advisory Council: *(Westberry)7/28/12*
 2. Library Board: *(White & Norris)7/31/12*
 3. Ethics Board *(Attorney's Resignation) Bar Association Appointment*
 - BOARD APPOINTMENT**
 1. Oak Grove Cemetery Authority: *(Vacancy)*
- VII. **SET CONSENT AGENDA**
- VIII. **APPROVAL OF THE AGENDA**
- IX. **GRANTING AUDIENCE TO THE PUBLIC:**
- X. **OLD BUSINESS:** *None*
- XI. **NEW BUSINESS:**
 - A. **THE SURVIVAL SHOPS NEW ALCOHOL LICENSE:** *Public Hearing*
Council consideration to schedule and advertise a public hearing on Monday, July 16th at 5:45 p.m. for a new alcohol license
 - B. **GEORGIA DEPARTMENT OF LABOR CAREER CENTER:** *Lease Agreement*
To authorize the Mayor to enter into a lease agreement with GDOL
 - C. **RESOLUTION:** *Cumberland Harbour Bonds*
Consideration of a Resolution Restating Council's Demand for Lexon Insurance Company and Bond Safeguard Insurance Company to perform their obligations under

the various bonds issued by them in connection with Cumberland Harbour
Subdivision

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

A. FINANCE DIRECTOR'S REPORT

B. CITY CALENDAR: *Deputy Clerk*

XIII. REPORT OF MAYOR:

XIV. GRANTING AUDIENCE TO THE PUBLIC

MAYOR AND COUNCIL COMMENTS

CITY MANAGER'S COMMENTS

XV. EXECUTIVE SESSION:

XVI. ADJOURNMENT:

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

**CITY OF ST. MARYS, GEORGIA
CITY COUNCIL MEETING
June 18, 2012
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 18, 2012 in the Council Chamber at City Hall.

PRESENT WERE:

Mayor William DeLoughy
Councilmember Greg Bird
Councilmember Jim Gant
Councilmember John Morrissey
Councilmember Keith Post
Councilmember Nancy Stasinis

ABSENT WERE:

Councilmember Sidney Howell
Gary Moore, City Attorney

CITY OFFICIALS PRESENT:

Steven S. Crowell, Jr., City Manager
Roger Weaver, Planning Director
Tim Hatch, Police Chief
Bobby Marr, Public Works Director
Robby Horton, Fire Chief
Jennifer Brown, Finance Director
Donna Folsom, HR Director
Artie Jones, III, Economic Dev. Director
Marsha Hershberger, Asst. Finance Director

CALL TO ORDER:

Mayor DeLoughy called the City Council Meeting to order at 6:00 p.m. Councilmember Bird 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 4, 2012 *Regular City Council Meeting Minutes*

Councilmember Post moved to approve the June 4, 2012 regular City Council meeting minutes. Councilmember Stasinis seconded the motion. Voting was unanimous recorded as follows:

FOR

Councilmember Bird
Councilmember Morrissey
Councilmember Post
Councilmember Stasinis

ABSTAINED

Councilmember Gant

PRESENTATION:

PROCLAMATION: *2012 International Year of Cooperatives*

Mayor DeLoughy presented the United 1st Federal Credit Union with a proclamation designating “2012 International Year of Cooperatives” in St Marys, Georgia, to raise public awareness of the invaluable contributions of cooperative enterprises to our community. Also presented was a Letter of Appreciation to Ed Walker, Marketing Director for hosting an appreciation lunch for City employees to thank them for their superior customer service to the community.

PRESENTATION: Letter of Appreciation to Byron Dawson

Mayor DeLoughy presented a Letter of Appreciation to Mr. Dawson for his dedication, hard work and assistance provided to the City of St. Marys and the Economic Development Department while completing 120 plus hours of internship studies.

HISTORIC PRESERVATION COMMISSION PRESENTATION: Kay Westberry, Chairwoman

Chairwoman Kay Westberry and Mayor DeLoughy presented City of St. Marys’ employee Mr. Jeff Berg with a Historic Preservation Commission Certificate of Appreciation for his exemplary contribution in caring for The Howard Gilman Waterfront Park in the Historic District of the City of St. Marys.

Mayor DeLoughy congratulated Councilmember Keith Post for his appointment as 2nd Vice President of the District 12 Caucus on the Georgia Municipal Association Board.

SET CONSENT AGENDA (*):

Councilmember Morrissey moved to set the consent agenda as New Business A, B and C. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

Councilmember Gant moved to approve the agenda as presented. Councilmember Bird seconded the motion. Voting was unanimous in favor of the motion.

GRANTING AUDIENCE TO THE PUBLIC:

Steve Breeding, plant manager Specialty Adhesives: Securing Industrial Drive for the business community

Mayor DeLoughy referred the Industrial Drive issues to the City Manager.

Randy Redden, 124 Chelsea Place: Requested relief on the variance denied by the Planning Commission for the deck and pergola, and commented on a property line encroachment issue with his pergola hanging over a neighbors’ property.

Margaret Maurin, 126 Chelsea Place: Request to uphold the Planning Commission’s decision on the denial of the variance for the deck and pergola, and commented on a property line encroachment dispute regarding a neighbor’s pergola.

James Stein, Counsel for Mr. Redden: Review of the Planning Departments' variance documents, which were found to be in compliance. If someone is aware of something but does not act on it promptly, it is usually waived off. Since there were no issues regarding the variances in 2004, 2008 and 2010 a resolution needs to be worked out tonight. Mr. Redden has the right to maintain the property as it is.

Doug Vaught, 130 Plank Lane (Property owner 135 Chelsea Place): The pergola was not detrimental to the neighborhood.

Mac Maurin, 126 Chelsea Place: Commented on information for the variance permit may have been misleading to erect the deck and pergola

Casey Kloess-Finley, 573118th Street, Zephyrhills, Florida (The Jumping Place): Opposed to the Airport Authority's continual attempts to shut-down their business. The Jumping Place contributes to the economics of St. Marys by bringing visitors to the airport. Mr. Kloess distributed Exhibits A –E containing aeronautical activities, Federal Aviation Administration's position on aeronautical restrictions, Airport Authority minutes, and emails regarding The Jumping Place's operations so the City could protect and look out for the best interest of the business. Copies of the Exhibits are on file in the City Clerk's office for public inspection.

Roger Graw, 142 Highland Oaks and local business owner: Support of the Jumping Place, witnessed the business doing safety checks and not flying because of clouds and wind.

Bob Nutter, 521 Moeckel Place: Spoke in support of The Jumping Place and their economic impact to the City.

OLD BUSINESS:

A. GAINES DAVIS SUBDIVISION AREA SANITARY SEWER PROJECT:

(POSTPONED 5/21/12)

1. Mobile Home Park's Updates (*Hightower & Hollywood*)

The Public Works Director stated that he spoke with the owners of the mobile home parks on Hightower and Hollywood Lane in the Gaines Davis area. Mr. Adams is very willing to give the City an easement for the lift station as well as the gravity/force main lines at Hollywood to provide water/sewer with a master meter option per 34 units. Mr. Wright, owner Hightower mobile home park has expressed discontent and will basically shut down the 14 unit park. He does not wish to connect to the City's water/sewer and is perfectly content as is. Mr. Wright's easement would not affect the continuation of the project design.

Council discussed the time limitation on service connections; owners running individual units versus master units; to continue working with property owners and to proceed with the design.

B. FY 2013 PROPOSED BUDGET ORDINANCE: (POSTPONED 5/21/12)

To adopt the FY13 Budget

The Finance Director presented the proposed general budget from \$8,655,394 to the recommended budget of \$8,413,449. Property tax revenues were decreased \$202,600, grant revenues decreased by \$63,000, a decrease in fund equity usage at \$20,924, and an increase in miscellaneous revenue of \$44,579. The expenses affected are reducing contingency \$110,000, reduction to the police department budget by \$65,345; fire department by \$63,000 and general government building by \$3,000. Recommendations for water/sewer fund at \$6,404,681; Solid Waste \$1,209,176; SPLOST VI \$4,831,403; tourism \$155,146; hotel/revenue \$127,116; aquatic park \$377,602 and multi grant \$222,850.

Councilmember Gant moved to approve the FY2013 recommended Budget at \$8,413,449. Councilmember Stasinis seconded the motion.

Councilmember Bird amended the motion with a caveat to review and possibly revise the budget every three (3) months for adjustments. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

NEW BUSINESS:

A. BUDGET ORDINANCE (*): *Fire Truck Repairs*

Reallocate funds to cover repairs to a fire truck in the amount of \$4,248.99

Councilmember Morrissey moved to approve the Budget Ordinance for the fire truck repairs. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

B. BUDGET ORDINANCE (*): *Street Lighting*

Transfer funds to cover street lighting in the amount of \$22,000

Councilmember Morrissey moved to approve the Budget Ordinance for street lighting. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

C. JOINT RESOLUTION: *Land Use Study*

Support for the Joint Land Use Study (JLUS) involving the Naval Submarine Base Kings Bay and surrounding communities to identify issues and strategy effects

Councilmember Post made a motion to approve the Joint Resolution for the land use study. Councilmember Stasinis seconded the motion.

David Keating, Director Joint Development Authority and Melinda Nesmith-Bacardi, Community Planning & Liaison Officer at Naval Submarine Base Kings Bay briefed Council on a joint land use study for the economic impact on the community and base to guide future development. The goal is to create a comprehensive planning document to promote, protect and sustain the missions of the base and possibly create new opportunities to draw and attract new missions to the facility. It will also protect and sustain our economy and the health,

safety and welfare of our community. This study will be funded by the Office of Economic Adjustment by the Department of Defense to contract with a specialized consultant who will interface with Mr. Roger Weaver, St. Marys Planning Director, citizens, stakeholders and organizations. The study will include input from the community, stakeholders and organizations with a completion date of 9 months -1 year.

Council discussed the process, study's availability for future Defense Base Closure and Realignment Commission (BRAC) and potential missions on the base. Following discussion, voting was unanimous in favor of the motion.

D. EXPRESS SCRIPTS (*): *Donation*

To accept a donation of an air compressor valued at approximately \$1,200 for the Fire Department

Councilmember Morrissey moved to accept the donation of the air compressor from Express Scripts. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

E. QUAIL HOLLOW SUBDIVISION: *Citizen's Request*

Council consideration to remove the median located at the entrance of Partridge Lane with the City assuming the costs.

Councilmember Bird moved to remove the island and fund the project through SPLOST. Councilmember Post seconded the motion. Council discussed the project being completed before paving the road and making determinations on individual projects within subdivisions as to not set precedence. Voting was unanimous in favor of the motion.

F. CONDUCTING A STRATEGIC PLANNING SESSION: *Discussion*

To schedule and conduct a Strategic Planning Session

The City Manager requested discussions on the processes to determine how to conduct the session, number of days, vision and possible use of a facilitator. Council discussed obtaining costs for a non-vested facilitator versus a staff facilitator; redefining who we are, where to go and how to get there; two (2) week days in August or September in the morning and afternoon for staff and/or citizen input on goals and vision; the City Manager developing proposals for approval; media coverage; website survey; provide study's already created prior to sessions and Council's final discussions and vote.

Councilmember Bird made a motion to task the City Manager with putting together a program for strategic planning. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

G. GEORGIA DEPARTMENT OF LABOR CAREER CENTER: *Lease*

To authorize the Mayor to enter into a lease agreement with the GDOL

The Economic Development Director provided an update on the progress of the lease and renovations. Contact has been made with the GDOL and a draft lease will be provided within the next week for the City Attorney's review. Renovations were completed with the exception of the air conditioner, which will be completed by the end of the week after the duct work is installed. Next week, GDOL will be installing information technology lines and the security system.

Councilmember Bird made a motion to empower the Economic Development Director and City Manager to make temporary provisions for Council, in the event that an agreement could be worked out, as to not slowdown the process of the GDOL to accomplish moving in by July 1st; and the lease could be revisited without a special called meeting. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. PLANNING DIRECTOR'S REPORT:

- 1. VARIANCE APPEAL:** Randy Redden, 124 Chelsea Place, St. Marys, GA is requesting to appeal the decision of the Planning Commission made at the June 5, 2012 Special Called Planning Commission meeting.

The Planning Director stated that the Commission denied the request for a variance and staff concurred with the decision.

Councilmember Bird moved to postpone and give the Planning Commission another chance to review the data. Councilmember Morrissey seconded the motion for discussion.

Councilmember Bird questioned Mr. Stein regarding the easement through the private property whether it precludes access with a deck and wheelchair ramp. Mr. Stein replied that it would depend on what the plats show and what the regulations were in the development for what the easements could be for, who could use what and whether they were entitled to use it. The utility easements were for ingress/egress. He did not know whether there was a problem with ingress or egress.

Mr. Greg Lockhart stated that majority of the townhome development was constructed with a perpetual easement provided for both property owners to allow them to take their trash cans to the rear of the property without having to go up and over a deck, for maintenance and other things. The perpetual easement was recorded and noted on the subdivision plat.

Councilmember Bird observed that the deck was at the same level as the house and questioned the Maurin's about the window near the deck. Ms. Maurin stated that

a bedroom window was in the proximity of the deck but the room was used for sewing and their computer. She expressed concerns with the water and drainage easement between the properties for maintenance ingress and egress. An approved variance would take up all the property for a structure. When property is purchased with a variance, it leads people to believe they are protected from their neighbors being able to build that close to their property. In 2010, a wheelchair ramp and small landing in the rear and side yards were replaced by a deck on the Redden's property through a more recent variance. However, there was no evidence of a previous variance in 2004 for the landing constructed in the side yard on file with the City. Ms. Maurin further stated that in 2010 they had called the City to complain about the side yard deck but no written record or recollection of the information was on file. Mr. Redden's deck and recent construction of the pergola has interfered with our privacy and noise from the Redden's pets and bringing down property values.

Councilmember Bird question Mr. Redden whether changes made in 2004 were contracted. Mr. Redden responded, yes. Councilmember Bird explained that a 30 inch deck when built could turn out to be a 36 inch deck. The documents indicate there were no complaints about the construction in 2004 and in 2010 other things were built. Now, there is a complaint. He further explained townhouse living in close proximity of each other with either walls or building distances separating properties but there seemed to be more personal issues about dogs straying on the Maurin's property, so the Redden's built a fence. In the documents, Mr. Redden has acknowledged that there was an encroachment upon the Maurin's property, and he was willing to provide a remedy but it was not done. He suggested a better working relationship and serious dialog between the Planning Director and the two families to resolve the issue.

Greg Lockhart commented that the original deck that was constructed in 2004 was a ramp and a wheelchair landing, which has been removed. A permit was applied for in 2010 to replace the structure but the deck was replaced with a much larger one. There was no proof of the original construction on the permit to build to the line. The Maurin's called three separate times and spoke with planning people who told them they were downtown so they could build to the line, which was not correct. It has been a continuing process of further encroachment. They have entertained a compromise to cut the pergola back after the planning meeting. Since then, the offer was withdrawn, and the Redden's decided to appeal to Council.

Councilmember Bird questioned Mr. Redden about his willingness to compromise. Mr. Redden responded that he offered to take the pergola down. He also had permission from the City in 2010 to build to the fence. The reasons for the pergola and screen were that Ms. Maurin implied that the Redden's were looking in their window and Ms. Maurin could see the Reddens. Monies have been spent in an attempt to block the area so neither family could see each other from the two properties. He will graciously take the pergola down, but, if it is taken down, he would like to get a permit to build a fence so neither party can look at each other. The encroachment about the property line is not an issue and he will be glad to take care of it. There is no post on the property line, the fence has

sagged. The deck has its own support so it is not connected to the fence. If the fence is moved onto his property line 4-5 inches it would take it off the Maurin's property line, which was the way the builders were supposed to construct it in the first place. The Maurin's were not disclosing that their posts are 3/4 to 2 inches on the Redden's property line. Mr. Redden further stated that the property line issue has no bearing on them.

Councilmember Morrissey requested that the Planning Director provide the reasons why the Planning Commission made their decision and the counter argument from board member Ms. Norris.

The Planning Director indicated that Staff (Director) is in agreement with the Planning Commission members in recommending to Council that the variance request be denied. His recommendation is based on an observation that in 2005 it would have come before the Planning Commission and it would probably had been denied or minimized. The variance was for a rear yard with a deck and ramp not the side yard. Therefore, when the geometry of the floor is 36 inches above the ground, there must be 36 feet of ramp. That lot is not 36 feet wide in the rear so there is not enough area in the back for a ramp. Evidently, someone made a decision that it had to be brought around the side because of the handicap laws and it should have gone for a variance. Because it was not a variance, all the information was not on file so he made a recommendation to deny the variance for that reason. The three members who voted to deny indicated that it should have been brought before them at the time and they probably would not have approved it to the property line at all. They may have approved the middle of the property line or less. Ms. Norris voted to approve the variance. Her rationale was very similar to what attorney Stein has indicated that it has been there for all those years and no real obvious problem, no animosity for eight years until now. The Planning Director did not recall any conversation that came up in 2008 about the fence and where it was located nor is there a written record. It was indicated to Mr. Redden that the deck could go the last foot and one-half because it was dangerous up that high and it was a safety issue. There was no discussion about interim if both parties agree. The issue would still need to go before the Planning Commission to approve the variance and there is no guarantee it would be approved.

Councilmember Gant questioned the required setback for the area and whether there was anything in writing on file that approves the ramp for the full 10 foot for the side. The Planning Director responded that the required setback is 10 feet. The only thing written for the side that it was built before but it was assumed that it was there before. During our research it was found that there was no record in the data.

Councilmember Gant commented that it is in violation of the setback, in violation of no variance and there is a perpetual easement. The Planning Director responded that the perpetual easement is for ingress and egress, which is discussed in his letter that allows setback with no roof, with the understanding that the property owner could remove those structures at their cost, not the City's cost, if there was indeed a need for access. There are four units in a row. Two internal units have no side yard at all, and go straight

back to the property line if they own it with a fence to block access. On the subdivision drawing it notes access for ingress and egress but does not indicate for property owners or the City. Councilmember Gant further commented that a handicap ramp could be built 36 inches to still have a setback even though it would not be 10 feet. The Planning Director responded that a 4 foot ramp could be up and at the very top a 5 foot square landing, leaving 5 feet away from the fence.

Councilmember Bird questioned whether there was a back door or only the side door. The Planning Director responded that there was only a side door. Councilmember Bird commented that a variance on the back for the ramp to the door on the side for access. This was the reason for an opportunity to make more progress with willing parties who have both admitted they were willing to compromise, which is a worthy goal. If not, it could come back to Council. Councilmember Bird and the Maurin's continued to discuss the size of the deck and its restrictions to emergency services.

Following much deliberation, Councilmember Morrissey called the question. Voting was unanimous in favor of the call to the question.

Voting was recorded on the original motion as follows:

FOR
Councilmember Bird

OPPOSED
Councilmember Gant
Councilmember Morrissey
Councilmember Post
Councilmember Stasinis

The motion failed (1) to approve and (4) to deny.

Councilmember Post made a motion to uphold the decision of the Planning Commission. Councilmember Morrissey seconded the motion. Voting was recorded as follows:

FOR
Councilmember Gant
Councilmember Morrissey
Councilmember Post
Councilmember Stasinis

ABSTAINED
Councilmember Bird

B. FINANCE DIRECTOR'S REPORT:

The Finance Director presented the 10-month financial report on revenues and expenditures for the General, Tourism, SPLOST, Water & Sewer, Solid Waste, and Aquatic Center Funds. A copy of the report is attached as part of the official minutes.

C. CITY CALENDAR: *City Clerk*

The City Clerk announced the upcoming events, activities and meetings for the last two weeks in June and first week in July.

REPORT OF MAYOR:

- Local Option Sales Tax (LOST) negotiation with the county on Thursday at 8:30 at the Emergency Management Authority(EMA) building
- Attended a Coastal Regional Commission meeting to discuss TSPLOST and EP 5 Program for foreign investment; special visas in the United States; propane as an alternative fuel will save several dollars a gallon but cost conversion would be better for bigger fleets.
- Cleanups were being performed by the Knights of Columbus downtown and Kiwanis by the St Marys Road off ramps

GRANTING AUDIENCE TO THE PUBLIC:

Doug Vaught, 130 Plank Lane (Property owner 135 Chelsea Place): Commented that he has never had to access the Redden's property, and thanked all the departments for their help during Royal Pains filming

Casey Kloess-Finley, 5731 18th Street, Zephyrhills, Florida (The Jumping Place): Access fee is discriminatory; advised at the Airport Authority meeting on May 14th that land leases were made through City Council; requested the addition to the agenda for negotiations of a land lease and the Airport Authority voted on turning things in to the FAA on safety issues.

Mayor DeLoughy commented that the land lease would need some research and the complaints to the FAA were turned over to the City Attorney.

Bob Nutter, 521 Moeckel Place: Announced the addition of the July 4th Binational Peace Garden Dedication in recognition of 200 years of peace along the longest uncontended borders of Canada and the world. Requested the dedication information be put on the City calendar and attendance of Council at the ceremony.

Dick Russell, 93 Wright Street (Former Airport Authority Member): Commented that Ms. Kloess ran a safe business; permission was granted to The Jumping Place on June 5, 2006 to operate as a aeronautical activity with complete compliance with the FAA; drop zone is allowable on the airport as long as it does not interfere with airport operations; Captain O'Neill's letter regarding drop zones and scheduling a meeting with Captain O'Neill with the Jumping Place to reach an agreement on the drop zone.

MAYOR AND COUNCIL COMMENTS:

There was no "Comments" at this time.

CITY MANAGER'S COMMENTS:

There was no "Comments" at this time.

EXECUTIVE SESSION:

There was no "Executive Session" at this time.

ADJOURNMENT:

Councilmember Bird moved for adjournment. Councilmember Stasinis seconded the motion. Mayor DeLoughy declared the meeting adjourned at 8:16 p.m.

Respectfully submitted,

Darlene M. Roellig, City Clerk

*Ethics Board
Resignation*

JOSEPH E. EAST, PC
Attorney at Law
Post Office Box 1265
Kingsland, Georgia 31548
Phone: (912) 576-2668
Fax: (912) 576-2675

June 8, 2012

All Members of the Board

RE: Board of Ethics Committee

Dear Sirs and Madams:

I read the notice that you guys are going to automatically schedule monthly meetings for this board, but cancel them should there be no pending matters. When I initially agreed to be on the Board, it was my understanding that we might have a couple of meetings per year. Due to the large geographic nature and the time restraints of my law practice, I am resigning my position on the Ethics Board and I ask that you request the Bar Association to see if somebody else is interested in committing the time. I will stay on for another 60 to 90 days to make sure that the transition has been made.

Sincerely,

Joseph E. East

JEE;jlk

*Oak Grove Cemetery
Authority Appointment*

Darlene Roellig

From: Caroline and Frank Frasca <carlo37@tds.net>
Sent: Friday, June 15, 2012 4:19 PM
To: Darlene Roellig; carlo37@tds.net; Bill DeLoughy; Greg Bird; Jim Gant; John Morrissey; Keith Post; Nancy Stasinis; Sidney Howell
Subject: Appointment to Oak Grove Cemetery Authority

Dear Council Members;

I'm submitting this request to be appointed to the Oak Grove Cemetery Authority for the following reasons. I was an active member of the Committee that researched the necessary material to have the Authority formulated. This would afford me the opportunity to continue working as an Authority member to see that the goals of the Authority are achieved and Oak Grove cemetery receive the necessary funds to preserve it as a historic significance in our community. My

experience as a former Comptroller of two major construction companies will afford me the ability to see that the finances of the Authority are properly administered.

Your prompt attention to this request would be greatly appreciated.

Sincerely,

Caroline Frasca

Darlene Roellig

From: Caroline and Frank Frasca <carlo37@tds.net>
Sent: Saturday, June 16, 2012 7:06 AM
To: Darlene Roellig
Subject: FW: Appintmant to Cemetary Authority

Darlene;

I have attached a copy of Kay Westberrys comments regarding the appointments to the Oak Grove Cemetery Authority for your reference..Please note her last comment welcoming my request for appointment to the Authority.

Thanks,
Caroline Frasca

From: Kay [<mailto:ceceliak@tds.net>]
Sent: Friday, June 15, 2012 1:11 PM
To: Caroline and Frank Frasca
Subject: Re: Appintmant to Cemetary Authority

Caroline,

I didn't not recommend you or anyone else. The council announced the vacancies. Folks wrote application letters requesting to serve. I did encourage some to apply because they were in the disciplines listed in the cemetery authority bill. I never knew if they were actually going to apply until they did. I thought you were glad the job on the study committee was over. There is still one slot left if you want to apply. If you remember, when we wrote up the request to the state assembly to approve the cemetery authority, it limited membership to those who were in finance, or with exprience in historic preservation, funeral directors, accountants or the ministry. I'd love to have you. Please get back to me.

K.

Kay Westberry
ceceliak@tds.net

----- Original Message -----

From: [Caroline and Frank Frasca](#)
To: [Kay](#)
Sent: Friday, June 15, 2012 12:18 PM
Subject: Appintmant to Cemetary Authority

Kay;I just got home an found out that I was not recommended for the Cemetery Authority.I cannot believe that you would do something like that.I was there and contributed to the meetings even though We didn't always agree ,but I supported you when you needed it and didn't make excuses like others.

Please get back to me.

Caroline



CITY OF ST. MARYS
418 OSBORNE STREET
ST. MARYS, GEORGIA 31558
TELEPHONE: 912-510-4000
FAX: 912-510-4012

**NOTICE OF PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE**

The City of St. Marys, Georgia has received an application for an alcohol beverage license from "The Survival Shops, LLC" located at 2014 Osborne Road, for sale of beer and wine, on-premise consumption without food. Notice is hereby given that a Public Hearing on this application is scheduled on Monday, July 16, 2012 at 5:45 p.m. in the Council Chamber at City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

Darlene M. Roellig

Darlene M. Roellig, City Clerk

PLEASE RUN: July 11 & 13, 2012

PURCHASE ORDER #63253



CITY COUNCIL MEETING

July 2, 2012

PURPOSE:

Execute a lease agreement for the property located at 406 Osborne Street between the City of St. Marys and the Georgia Department of Labor.

RECOMMENDATION:

During the May 21, 2012 City Council meeting the City Council voted unanimously to allow the Department of Labor to use the old city library located at 406 Osborne Street as a GDOL career center and authorize the Economic Development Director to negotiate reasonable terms with the GDOL. Staff recommends that the lease agreement be executed.

HISTORY:

It was announced that the Georgia Department of Labor (GDOL) Career Center located at 1712 Osborne Street would be closing by the end of June 2012 due to budgetary shortfalls by Mark Butler, Commissioner of the Georgia Department of Labor. The GDOL provides an invaluable service to the citizens of St. Marys and surrounding communities to include Northeast, FL. Job searches, resume preparation, web browsing, interviewing, and workforce development training are just a few of the many services that citizens of our community take advantage of at the GDOL. The closure of GDOL in St. Marys would create an even larger hardship for those under employed and unemployed within our region.

Renovation work on 406 Osborne Street has been completed by the City of St. Marys and the Georgia Department of Labor is now in the facility. The Georgia Department of Labor has developed a lease agreement which has been critiqued by city staff and looked over by the City Attorney.

Department Director:

A handwritten signature consisting of three overlapping loops, written in black ink.

City Manager:

A handwritten signature consisting of several overlapping loops and a long horizontal stroke, written in black ink.

ARTICLE V

GEORGIA LAW

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

ARTICLE VI

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

Purpose of Paragraph Identification References

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

Definitions

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

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

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

Time of Essence

3. Time is of the essence in this Agreement.

Service of Notice

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

Covenants of Title and Quiet Enjoyment

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

Notice of Appointment of Agent

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

Change in Ownership of Premises

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

Binding Effect on Heirs, Assigns, etc.

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

*Landlord's
Failure to
Deliver Premises
at
Commencement
of Term*

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

*Destruction of or
Damage to
Premises*

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

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

*Landlord's
Insurance*



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

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

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

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

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

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

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

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

*Use of Premises
and Tenant's
Insurance
Requirements*

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

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

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

*Cancellation of
Rental Agreement
by Landlord*

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

Holding Over

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

Condemnation

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

*Repairs by
Landlord*

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

*Notice to
Landlord of
Damage or
Defects*

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

*Entry for
Inspection and
Repairs,
Alterations or
Additions*

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

Janitorial Services



19. Landlord shall furnish, without additional charge, janitorial services for general cleaning of the Premises. Landlord shall use care to select honest and efficient employees. Landlord shall be responsible to the Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to indemnify and hold the Landlord harmless from and against any and all claims, damages, losses, costs, expenses, and attorney's fees, which in any way interferes with the full enjoyment of the Premises rented by the Tenant.

Rubbish Removal



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

Termites, Rodents, and Pests

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

Utilities



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

Taxes and Assessments

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

Removal of Improvements, Erections, and Additions by Tenant

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

Removal of Fixtures by Tenant

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

Waiver of Rights

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

Entry for Carding, etc.

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

Abandonment of Rented Premises

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

Waste and Nuisance

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

Assignment and Subletting

30. Tenant shall not assign or transfer this lease nor sublet any portion of the premises.

Effect on Assignment and Subletting when Tenant Surrenders Rental Property

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

Surrender of Premises

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

appropriation, and damage or defects arising from the negligence or default of the Landlord excepted.

*Invalidity of
Provision or
Portion of
Provision*

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

*Compliance with
Laws,
Ordinances, and
Regulations*

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

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

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

*Special
Stipulations or
Provisions*

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

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

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

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

Exhibit A – Floor Plans and Specifications

- A-1: Construction Drawings
- A-2: GSICA Contractor's Affidavit
- A-3: GSICA Subcontractor's Affidavit

Exhibit B - Special Stipulations or Provisions

All Notices shall be sent to Tenant addressed as follows:

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

Entire Agreement

36. This Rental Agreement, including the attached Exhibits "A," and "B," embodies and sets forth all the provisions, agreements, conditions, covenants, terms, and

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

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

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

LANDLORD
CITY OF ST. MARYS

Notary Public

William DeLoughy, Mayor

My Commission Expires:

58-6002656
(Federal Employer ID #)

(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

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

TENANT
GEORGIA DEPARTMENT OF LABOR

Notary Public

Mark Butler, Commissioner

My Commission Expires:

(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

EXHIBIT "A"

Floor Plans and Specifications

The following drawings by [REDACTED], entitled "[REDACTED]", prepared by [REDACTED], are listed below, attached hereto, and incorporated into the Rental Agreement as Exhibit "A."

| Sheet No. | Description | Date |
|------------------|-----------------------------------------|-------------|
| | Floor Plan – St. Marys Library Building | 6-2012 |

EXHIBIT "A-2"

GSICA Contractor's Affidavit

**GEORGIA DEPARTMENT OF LABOR
Georgia Illegal Immigration Reform and Enforcement Act
Contractor Affidavit and Agreement**

This affidavit, signifies that the undersigned Contractor affirms its compliance with the Official Code of Georgia Annotated (O.C.G.A.), Sections 13-10-90 and 13-10-91, as amended, stating affirmatively that the Contractor has registered with, is authorized to use, and is participating in an electronic federal work authorization program* operated by the U.S. Department of Homeland Security (USDHS), to verify the employment eligibility of all of Contractors' newly hired employees. The undersigned Contractor affirms that it is complying by using the electronic federal "Employment Eligibility Verification" Program, commonly known as "E-Verify," accessed at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> (or at any subsequent such site), and agrees to continue to use such program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s)/sub-subcontractors in connection with the physical performance of services within this State pursuant to this contract with the Georgia Department of Labor, Contractor shall obtain from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-90 and 13-10-91, as amended, on the GSICA Subcontractor Affidavit provided in Rule 300-10-01-08 of the Rules and Regulations of the State of Georgia, or a substantially similar form.

Contractor further agrees, as a condition of its contract with the Georgia Department of Labor, that should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this State pursuant to this contract, it shall provide to the Georgia Department of Labor, within five (5) business days of entering into such subcontract or agreement for hire, the identity of each such subcontractor and sub-subcontractor affidavits for each such subcontractor. The affidavits shall include the subcontractor's address, E-Verify user identification number and the date of the subcontractor's USDHS authorization to use the E-Verify program and the E-verification number once it is assigned.

The undersigned Contractor hereby acknowledges that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. 13-10-91, as amended, shall be guilty of a violation of O.C.G.A. 16-10-20 and, upon conviction, shall be punished as provided in such Code Section. Contractors and subcontractors/sub-subcontractors convicted for false statements based on a violation of these provisions shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

Business Name of Contractor

Contractor's E-Verify User Identification Number

Print Name of Contractor's Authorized Officer or Agent

Date USDHS Authorized Contractor to Use E-Verify

Signature of Contractor's Authorized Officer or Agent

Title of Contractor's Authorized Officer or Agent

E-verification Number Assigned: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20____

*Independent Contractor

Driver's License # _____

Expiration Date _____

Notary Public

*Note: Georgia State Driver's License will be accepted in lieu of E-verify information if no new employees will be hired for the term of this contract. Once employee is hired E-verification must be done regardless of business structure.

My Commission Expires: _____

**Federal work authorization program* means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (USDHS) or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "Employment Eligibility Verification" program, commonly known as "E-Verify," operated by the U. S. Citizenship and Immigration Services Bureau of the USDHS, in conjunction with the Social Security Administration (SSA).

EXHIBIT "A-3"

GSICA Subcontractor's Affidavit

**GEORGIA DEPARTMENT OF LABOR
Georgia Illegal Immigration Reform and Enforcement Act**

Subcontractor Affidavit and Agreement (if applicable)

This affidavit, the undersigned Subcontractor under a contract with _____ (name of GDOL Contractor) on behalf of the Georgia Department of Labor (GDOL), affirms its compliance with the Official Code of Georgia Annotated (O.C.G.A.), Sections 13-10-90 and 13-10-91, as amended, stating affirmatively that the Subcontractor has registered with, is authorized to use, and is participating in an electronic federal work authorization program* operated by the U.S. Department of Homeland Security (USDHS), to verify the employment eligibility of all of Subcontractor's newly hired employees. The Subcontractor affirms that it is complying with GSICA by using the electronic federal "Employment Eligibility Verification" Program, commonly known as "E-Verify," accessed at <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES> (or at any subsequent such site), and agrees to continue to use such program throughout the subcontract period.

The undersigned Subcontractor/Sub-subcontractor agrees that, should it employ or contract with any other subcontractor(s) in connection with the physical performance of services within this State pursuant to the above-named Contractor's contract with the GDOL, Subcontractor shall obtain from such sub-subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-90 and 13-10-91, as amended, on the Affidavit provided in Rule 300-10-01-.08 of the Rules and Regulations of the State of Georgia, or a substantially similar form.

Subcontractor/Sub-subcontractor further agrees, as a condition of its contract with the above-named Contractor, that should it employ or contract with any other subcontractor(s) in connection with the physical performance of services within this State pursuant to its contract with the above-named Contractor, on behalf of the GDOL, it shall provide to the GDOL, within five (5) business days of entering into such subcontract or agreement for hire, the identity of each such subcontractor and GSICA subcontractor affidavits for each such subcontractor. The GSICA subcontractor affidavits shall include the subcontractor's address, E-Verify user identification number, and the date of the subcontractor's USDHS authorization to use the E-Verify program.

The undersigned Subcontractor/Sub-subcontractor hereby acknowledges that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. 13-10-91, as amended, shall be guilty of a violation of O.C.G.A. 16-10-20 and, upon conviction, shall be punished as provided in such Code Section. Contractors and subcontractors convicted for false statements based on a violation of these provisions shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

Business Name of Subcontractor _____

Subcontractor's E-Verify User Identification Number _____

Address of Subcontractor _____

Date USDHS Authorized Subcontractor to Use E-Verify _____

Print Name of Subcontractor's Authorized Officer or Agent _____

Title of Subcontractor's Authorized Officer or Agent _____

Signature of Subcontractor's Authorized Officer or Agent _____

E-verification Number Assigned _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20__

*Independent Contractor
Driver's License # _____
Expiration Date _____

Notary Public _____

*Note: Georgia State Driver's License will be accepted in lieu of E-verify information if no new employees will be hired for the term of this contract. Once employee is hired, E-verification must be done regardless of business structure.

My Commission Expires: _____

*Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (USDHS) or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "Employment Eligibility Verification" program, commonly known as "E-Verify," operated by the U. S. Citizenship and Immigration Services Bureau of the USDHS, in conjunction with the Social Security Administration (SSA).

EXHIBIT "B"

Special Stipulations or Provisions

1. Optional Renewals

- A. The monthly rental rate for the State Fiscal Year 2014 optional renewal period (beginning July 1, 2013, and ending June 30, 2014) for the 1,682 usable square feet of space covered by this Agreement shall be \$1,000.00 per month, at approximately \$7.13 per usable square foot.
- B. The monthly rental rate for the State Fiscal Year 2015 optional renewal period (beginning July 1, 2014, and ending June 30, 2015) for the 1,682 usable square feet of space covered by this Agreement shall be \$1,000.00 per month, at approximately \$7.13 per usable square foot.
- C. The monthly rental rate for the State Fiscal Year 2016 optional renewal period (beginning July 1, 2015, and ending June 30, 2016) for the 1,682 usable square feet of space covered by this Agreement shall be \$1,000.00 per month, at approximately \$7.13 per usable square foot.

2. ADA Requirements

The Landlord shall, at Landlord's sole cost and expense, adhere to and comply with ADA requirements and regulations, including the installation of appropriate ADA door openers, lever handle door hardware, and pressure to open doors.

3. Tenant Provided Services

Tenant shall be responsible for obtaining and paying for utilities, security services, fire and safety services, janitorial services, and lightbulbs, for the Premises, and for telephone, Internet and other telecommunication services, and Landlord shall have no responsibility to obtain or pay for such services.

4. Possession

Landlord agrees that Tenant shall be entitled to possession of the Premises at all times from and after the Occupancy Date until the termination of the Lease.

5. Entire Lease - Modification

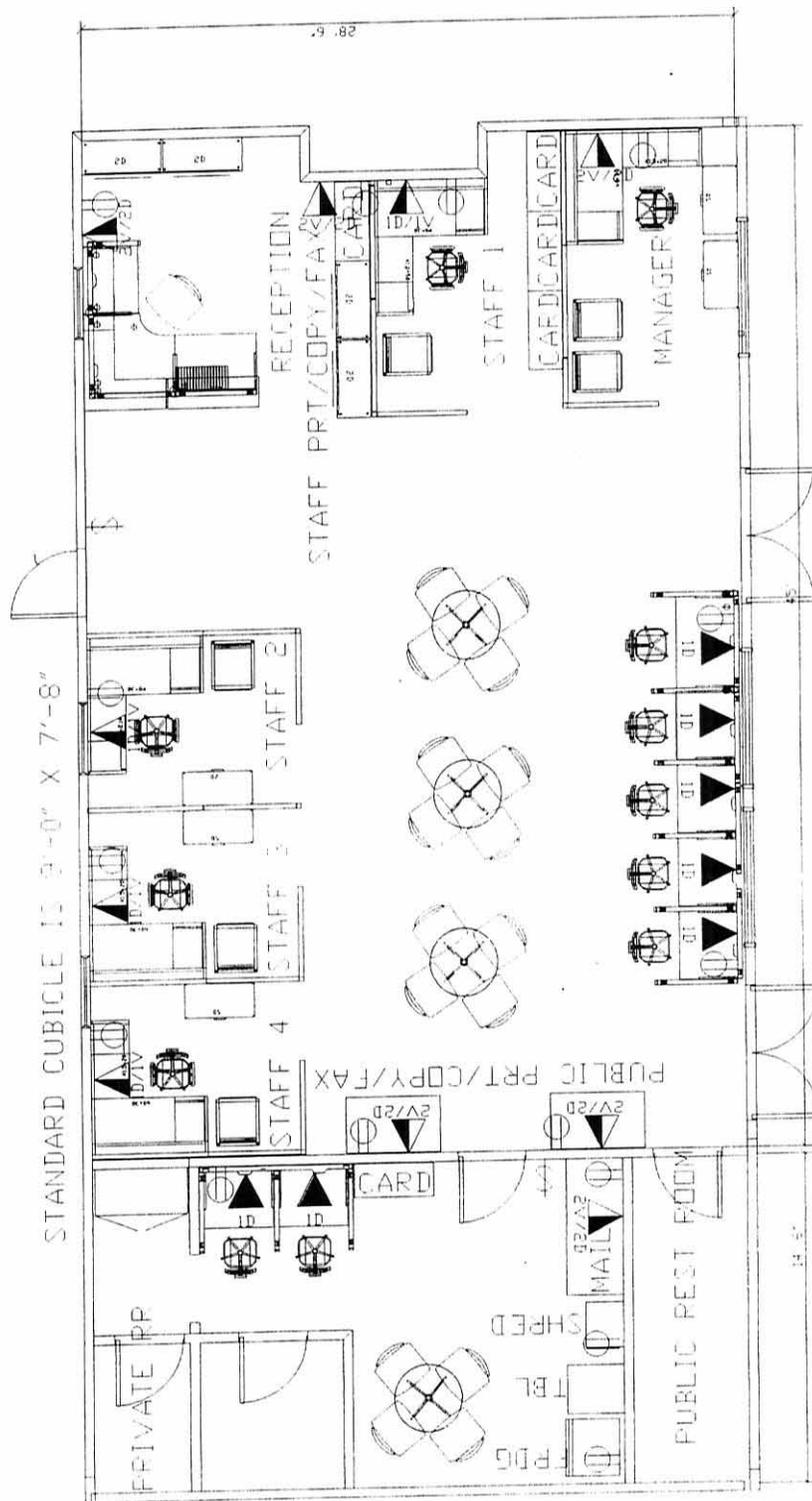
The Lease supersedes all prior discussions and agreements between the parties with respect to the Lease. All promises, inducements, offers, solicitations, agreements, representations, and warranties heretofore made between the parties, if any, are merged into the Lease. The Lease shall not be modified or amended in any respect except by written instrument executed by or on behalf of the parties in the same manner as the Lease is executed, and specifically referencing such modification or amendment.

6. Exhibits and Schedules

Each and every exhibit and schedule referred to or otherwise mentioned in the Lease, which is attached to the Lease, is and shall be construed to be made a part of the Lease by such reference or other mention at each point at which such reference or other mention occurs in the same manner, and with the same effect, as if each exhibit were set forth in full at length every time it is referred to or otherwise mentioned.

7. References

All references to paragraphs or subparagraphs or to sections or subsections shall be deemed to refer to the appropriate paragraph or subparagraph or section or subsection of the Lease. Unless otherwise specified in the Lease, the terms "herein," "hereof," "hereinafter," "hereunder," and other terms of like or similar import, shall be deemed to refer to the Lease as a whole, and not to any particular paragraph or subparagraph or section or subsection thereof.



STANDARD CUBICLE IS 3'-0" X 7'-8"

LEGEND:

- ▲ 2V/2D 2 VOICE/2 DATA
- ▲ 1V/1D 1 VOICE/1 DATA
- ▲ DATA
- △ FAX
- \$ SWITCH
- ⊕ DUPLEX POWER OUTLET

ST. MARYS LIBRARY BUILDING

CITY COUNCIL MEETING

July 2, 2012

TITLE: RESOLUTION: *Cumberland Harbour*

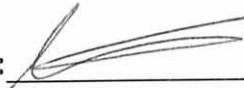
PURPOSE: Consideration of a Resolution Restating Council's Demand for Lexon Insurance Company and Bond Safeguard Insurance Company to perform their obligations under the various bonds issued by them in connection with Cumberland Harbour Subdivision.

RECOMMENDATION: City Attorney recommends passage of the resolution.

HISTORY/ANALYSIS: Cumberland Harbour Subdivision was developed using bonds provided by the subdivider, Point Peter, LLLP, to ensure that infrastructure improvements were made. Following the failure of Point Peter, LLLP to install the improvements, its subsequent bankruptcy and the city's securing the right from the Bankruptcy Court for the Middle District of Florida to pursue its remedies, it may be useful to restate the City's position by way of this resolution that the work has not been installed or completed and demand has been and is again being made on the bond companies to perform under the terms of the bonds.

Department Director/City

Attorney: _____

**City
Manager:**  _____

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

Resolution Number:
Reading and Adoption:

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

Present:

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

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

WHEREAS, Point Peter, LLLP, sought and obtained the necessary approvals from the City of St. Marys to subdivide property now known as Phases 1, 3, 5, 7, 8, 9, 10, 11 and 12 of the Cumberland Harbour Subdivision by providing several Bonds in favor of the City of St. Marys, and

WHEREAS, Point Peter, LLLP failed to install or complete the required improvements in those Phases and other Phases and areas in Cumberland Harbour Subdivision which failure has continued to this date, and

WHEREAS, the City of St. Marys has previously made demands upon the sureties of the bonds, the City of St. Marys wishes to state again its demand that the sureties fulfill their obligations under those bonds,

NOW, THEREFORE, BE IT RESOLVED by the St. Marys City Council, acting in its capacity as the governing authority of the City of St. Marys, and as Obligee under the following subdivision (Performance) Bonds, that the improvements for Phases 1, 3, 5, 7, 8, and 9 of the Cumberland Harbor Subdivision, covered by said bonds and more fully described therein, have not been installed, completed, dedicated or accepted. Consequently, the Principal, Point Peter, LLP, is in default. Demand has been and is hereby made upon the Surety, Lexon Insurance Company, to complete the improvements or pay to St. Marys such amount as will allow it to complete the

improvements. This Resolution shall constitute Notice to the Surety, Lexon Insurance Company, in accordance with the terms of said Subdivision Bonds.

The Bonds covered by this Resolution are described as follows:

| | <u>Bond Number</u> | <u>Phase</u> | <u>Principal Amount</u> | <u>Date</u> |
|----|--------------------|--------------|-------------------------|-------------|
| 1. | 1007785 | 1 | \$156,000.00 | 06/04/2004 |
| 2. | 1018332 | 3 | \$100,000.00 | 08/01/2006 |
| 3. | 1010354 | 5 | \$700,000.00 | 10/18/2004 |
| 4. | 1013294 | 7 | \$650,000.00 | 12/07/2005 |
| 5. | 1013293 | 8 | \$782,000.00 | 12/07/2005 |
| 6. | 1018334 | 9 | \$984,215.00 | 08/01/2006 |

It is hereby FURTHER RESOLVED by the City Council for the City of St. Mary's, Georgia acting in its capacity as the governing authority of the City of St. Marys, and as Obligee under the following subdivision (Performance) Bonds, that the improvements for Phases 10, 11 and 12 of the Cumberland Harbor Subdivision, covered by said bonds and more fully described therein, have not been installed, completed, dedicated or accepted. Consequently, the Principal, Point Peter, LLP, is and has been in default. Demand has been and is hereby made upon the Surety, Bond Safeguard Insurance Company to complete the improvements or pay to St. Marys such amount as will allow it to complete the improvements. This Resolution shall constitute Notice to the Surety, Bond Safeguard Insurance Company, in accordance with the terms of said Subdivision Bonds.

The Bonds covered by this Resolution are described as follows:

| | <u>Bond Number</u> | <u>Phase</u> | <u>Principal Amount</u> | <u>Date</u> |
|----|--------------------|--------------|-------------------------|-------------|
| 1. | 5025871 | 10 | \$673,718.00 | 02/19/2007 |
| 2. | 5030640 | 11 | \$485,000.00 | 10/31/2007 |
| 3. | 5030641 | 12 | \$771,000.00 | 10/31/2007 |

This Resolution shall be effective upon adoption.

This the 2nd day of July, 2012.

ST. MARYS CITY COUNCIL

By: _____
BILL DELOUGHY, MAYOR

ATTEST:

DARLENE ROELLIG, CITY CLERK
CITY OF ST. MARYS, GEORGIA

The following is an overview of the City's revenue and expenditures for the month ending May 31, 2012, which is the 11th month of fiscal year ending June 2012. All reports are on a cash basis.

General Fund:

Total revenue for the General Fund was \$8,615,954 plus \$84,350 of allocated budgeted fund equity for a total of \$8,700,304. Total year to date expenditures as of 05/31/12 was \$7,435,445 for a revenue over expenditures balance of \$1,264,859. Available cash balance as of 05/31/12 was \$3,927,997.

Tourism

Total revenue for Tourism fund was \$125,909. Total year to date expenditures as of 05/31/12 was \$133,482 for a shortfall of \$(7,573).

SPLOST

To date we have received SPLOST revenue of \$580,172 plus interest of \$77 for total revenues of \$580,249. Total year to date expenditures as of 05/31/12 was \$372,220 for a revenue over expenditures balance of \$208,029. 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 \$6,664,288. Total year to date expenses as of 05/31/12 was \$6,146,840 for a revenue over expenditures balance of \$517,448. Available cash balance as of 05/31/12 was \$3,686,304.

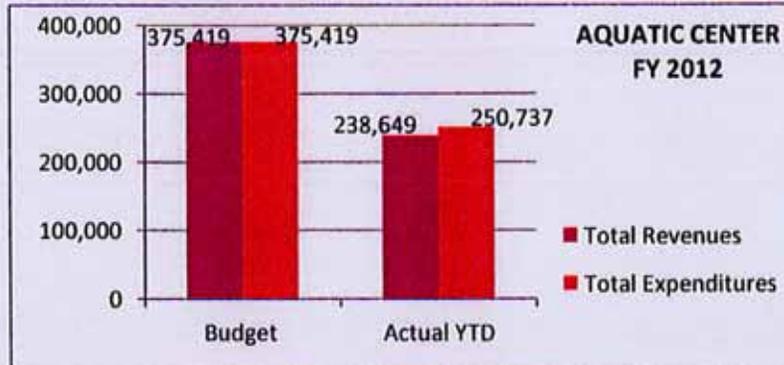
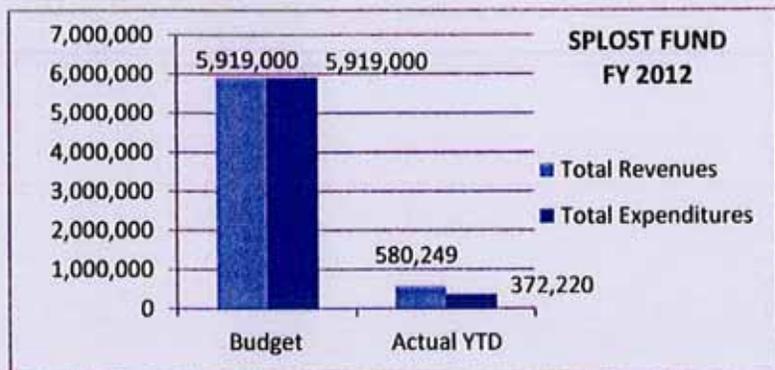
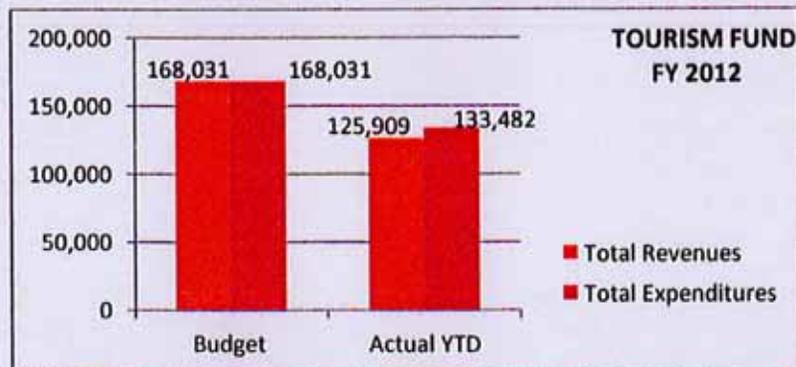
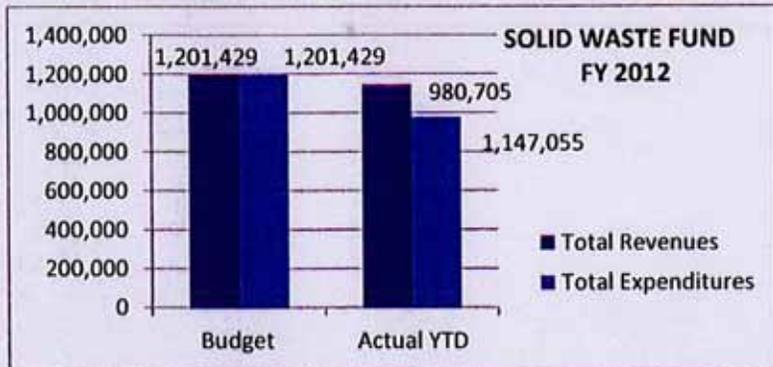
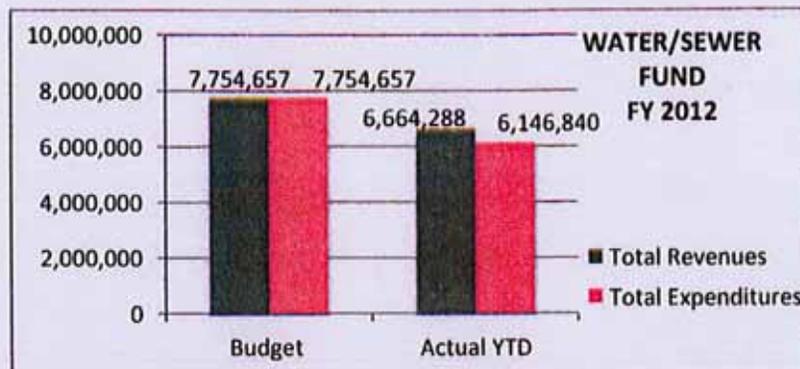
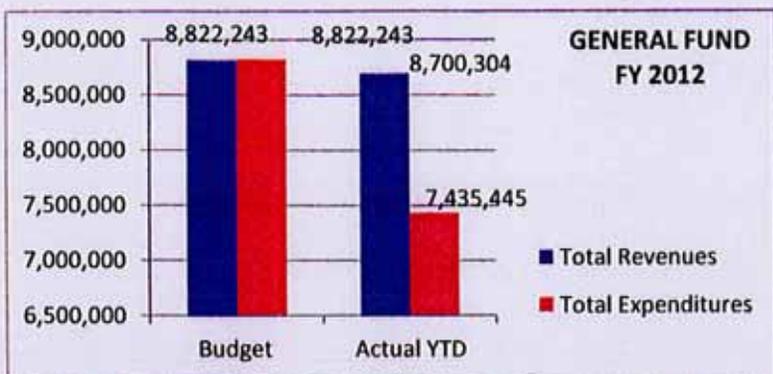
Solid Waste Fund

Total revenue for the Solid Waste fund was \$1,147,055 which includes budgeted fund equity of \$157,602. Total year to date expenditures as of 05/31/12 was \$980,705 for a revenue over expenditures balance of \$166,350. Available cash balance as of 05/31/12 was \$133,790.

Aquatic

Total revenue for the Aquatic Center was \$238,649. Total year to date expenditures as of 05/31/12 was \$250,737.

YTD 05/31/2012 Month Reported



CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)
May-12

| FINANCIAL SUMMARY | | MONTHS COMPLETED | | | | 11 |
|---------------------------------------|-----------------------|-----------------------|---------------------|---------------------|---------------------|--------|
| | | % YEAR COMPLETED | | | | 91.67% |
| 100-GENERAL FUND REVENUES | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET | |
| 100.31.1100 REAL PROP CURRENT YEAR | \$ 2,715,000 | \$ 8,930 | \$ 2,846,888 | \$ 2,969,661 | 105% | |
| 100.31.1190 OVERPAYMENTS/ADJUST TAXES | \$ - | \$ - | \$ 39 | \$ 5 | #DIV/0! | |
| 100.31.1205 2005 PROP TAX COLL | \$ - | \$ - | \$ - | \$ 45 | | |
| 100.31.1207 2007 PROP TAX COLL | \$ 5,000 | \$ - | \$ - | \$ 1,800 | 0% | |
| 100.31.1208 2008 PROPERTY TAX | \$ 10,000 | \$ 201 | \$ 27,548 | \$ 175,030 | 275% | |
| 100.31.1209 2009 PROPERTY TAX | \$ 20,000 | \$ 1,428 | \$ 41,776 | \$ 116,413 | 209% | |
| 100.31.1210 2010 PROPERTY TAX | \$ 55,000 | \$ 2,587 | \$ 90,789 | \$ - | 165% | |
| 100.31.1310 MOTOR VEHICLE | \$ 195,000 | \$ 16,342 | \$ 172,459 | \$ 165,398 | 88% | |
| 100.31.1320 MOBILE HOME | \$ 6,500 | \$ 358 | \$ 6,205 | \$ 5,618 | 95% | |
| 100.31.1390 PAYMENT IN LIEU OF TAXES | \$ 2,500 | \$ - | \$ - | \$ - | 0% | |
| 100.31.1391 RAILROAD TAX | \$ 2,500 | \$ - | \$ - | \$ 2,448 | 0% | |
| 100.31.1600 REAL ESTATE TRANSFER TAX | \$ 8,000 | \$ 603 | \$ 5,538 | \$ 6,171 | 69% | |
| 100.31.1610 RECORDING INTANGIBLE TAX | \$ 50,000 | \$ 3,779 | \$ 32,789 | \$ 41,452 | 66% | |
| 100.31.1710 GA POWER FRANCHISE TAX | \$ 685,000 | \$ - | \$ 720,229 | \$ 680,788 | 105% | |
| 100.31.1711 OKEF ELEC FRANCHISE TAX | \$ 51,750 | \$ - | \$ 51,578 | \$ 51,875 | 100% | |
| 100.31.1730 GAS FRANCHISE TAX | \$ 20,000 | \$ - | \$ 14,386 | \$ 15,575 | 72% | |
| 100.31.1750 CABLE TV FRANCHISE TAX | \$ 97,500 | \$ - | \$ 96,021 | \$ 96,709 | 98% | |
| 100.31.1760 TELEPHONE FRANCHISE TAX | \$ 23,500 | \$ 6,110 | \$ 23,946 | \$ 24,119 | 102% | |
| 100.31.3100 LOCAL OPT SALES AND USE | \$ 1,900,000 | \$ 159,832 | \$ 1,791,357 | \$ 1,675,875 | 94% | |
| 100.31.4200 ALCOHOLIC BEVERAGE EXCISE | \$ 195,000 | \$ 19,157 | \$ 197,088 | \$ 179,499 | 101% | |
| 100.31.6200 INSURANCE PREMIUMS (1%) | \$ 730,000 | \$ - | \$ 803,047 | \$ 740,779 | 110% | |
| 100.31.6300 FINANCIAL INSTITUTIONS | \$ 27,000 | \$ - | \$ 33,433 | \$ 26,496 | 124% | |
| 100.31.9100 PENALTY AND INTEREST | \$ 45,000 | \$ 2,779 | \$ 67,870 | \$ 60,847 | 151% | |
| 100.31.9500 FIFA LEGAL/PROCESS FEES | \$ 100 | \$ - | \$ - | \$ - | 0% | |
| 100.32.1100 BEER/WINE LIC | \$ 85,000 | \$ 330 | \$ 80,716 | \$ 76,935 | 95% | |
| 100.32.1200 GENERAL BUSINESS LIC | \$ 125,000 | \$ 1,994 | \$ 119,456 | \$ 124,497 | 96% | |
| 100.32.1220 BUSINESS LIC INSURANCE | \$ 21,000 | \$ - | \$ 21,675 | \$ 19,650 | 103% | |
| 100.32.2100 BUILDING PERMITS | \$ 60,000 | \$ 3,190 | \$ 63,937 | \$ 60,796 | 107% | |
| 100.32.2210 ZONING FEES | \$ 2,500 | \$ (150) | \$ 8,185 | \$ 3,350 | 327% | |
| 100.32.2211 LAND-DISTURBING PERMITS | \$ 500 | \$ 430 | \$ 894 | \$ 150 | 179% | |
| 100.32.2230 SIGN PERMITS | \$ 2,500 | \$ 100 | \$ 2,600 | \$ 2,155 | 104% | |
| 100.32.3200 GAMING FEES | \$ - | \$ - | \$ 6,000 | \$ - | #DIV/0! | |
| 100.32.3910 PLAN REVIEW FEES | \$ 15,000 | \$ 509 | \$ 17,630 | \$ 14,341 | 118% | |
| 100.34..... COPIES SOLD - ADMIN | \$ 19,500 | \$ 2,427 | \$ 16,340 | \$ 17,178 | 84% | |
| 100.34.1910 QUALIFYING FEES | \$ 2,500 | \$ - | \$ 1,620 | \$ - | 65% | |
| 100.34.4212 NSF FEES | \$ 120 | \$ - | \$ - | \$ - | 0% | |
| 100.34.....REVENUES-ORANGE HALL | \$ 9,100 | \$ 654 | \$ 7,631 | \$ 8,523 | 84% | |
| 100.34.7500 PROGRAM INCOME - SENIORS | \$ 5,000 | \$ 610 | \$ 6,247 | \$ 5,720 | 125% | |
| 100.34.9100 CEMETERY FEES | \$ 35,000 | \$ 3,609 | \$ 44,312 | \$ 34,027 | 127% | |
| 100.34.9900 ADMIN. FEES - TOURISM | \$ 3,600 | \$ 300 | \$ 3,300 | \$ 3,300 | 92% | |

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)
May-12

| FINANCIAL SUMMARY | | MONTHS COMPLETED | | | | 11 |
|------------------------------------------|---------------------|-------------------|---------------------|---------------------|---------------|--------|
| | | % YEAR COMPLETED | | | | 91.67% |
| 100-GENERAL FUND | CURRENT | CURRENT | MAY YTD | MAY YTD | % YTD | |
| REVENUES | BUDGET | PERIOD | 2012 | 2011 | BUDGET | |
| 100.34.9902 ADMIN.FEES - MULTIGRANT | \$ - | \$ - | \$ - | \$ - | #DIV/0! | |
| 100.34.9910 ADMIN. FEES - SPLOST | \$ 5,000 | \$ 1,048 | \$ 9,035 | \$ 18,366 | 181% | |
| 100.35..... COURT FINES/FEES | \$ 494,150 | \$ 32,995 | \$ 397,105 | \$ 415,299 | 80% | |
| 100.35.1300 LIBRARY FINES/COLLECTIONS | \$ 4,000 | \$ 393 | \$ 3,999 | \$ 3,947 | 100% | |
| 100.36.1000 INTEREST EARNED | \$ 13,500 | \$ 867 | \$ 9,348 | \$ 11,897 | 69% | |
| 100.37.2000 ORANGE HALL DONATION | \$ 40 | \$ 1 | \$ 98 | \$ 44 | 245% | |
| 100.38.0001 FUND EQUITY | \$ 92,018 | \$ 7,668 | \$ 84,350 | \$ - | 92% | |
| 100.38.1000 RENTAL INCOME | \$ 255,000 | \$ 25,008 | \$ 279,684 | \$ 265,757 | 110% | |
| 100.38.1010 SPECIAL EVENTS RENTAL | \$ 7,500 | \$ 300 | \$ 5,575 | \$ 5,300 | 74% | |
| 100.38.9010 MISCELLANEOUS INCOME | \$ 40,678 | \$ 38,518 | \$ 55,874 | \$ 40,480 | 137% | |
| 100.38.9020 SHARED SVC SOL/W & SPLOST | \$ 125,000 | \$ 21,324 | \$ 114,306 | \$ 377,447 | 91% | |
| 100.38.9025 SHARED SERVICES - IDA | \$ - | \$ - | \$ - | \$ 37,500 | #DIV/0! | |
| 100.38.9030 SHARED SERVICES CUMB HARB | \$ 60,000 | \$ - | \$ 63,800 | \$ 35,000 | 106% | |
| 100.38.9032 SHARED SERVICES - HOSP AUTH. | \$ 36,687 | \$ - | \$ 31,696 | \$ - | 86% | |
| 100.39.1200 OP T/F IN MULT GRANT FUND | \$ 333,000 | \$ - | \$ 102,205 | \$ 157,779 | 31% | |
| 100.39.2200 SALE CITY PROPERTY | \$ 5,000 | \$ - | \$ - | \$ - | 0% | |
| 100.39.3010 LOAN PROCEEDS | \$ 120,000 | \$ - | \$ 119,700 | \$ - | 100% | |
| TOTAL REVENUE | \$ 8,822,243 | \$ 364,231 | \$ 8,700,304 | \$ 8,776,041 | 99% | |

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)
May-12

| | | |
|--------------------------|------------------|--------|
| FINANCIAL SUMMARY | MONTHS COMPLETED | 11 |
| | % YEAR COMPLETED | 91.67% |

| 100-GENERAL FUND EXPENDITURE SUMMARY | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
|-----------------------------------------|---------------------|-------------------|---------------------|---------------------|-----------------|
| TOTAL LEGISLATIVE | \$ 188,221 | \$ 15,540 | \$ 170,465 | \$ 161,309 | 91% |
| TOTAL EXECUTIVE | \$ 300,283 | \$ 21,361 | \$ 246,640 | \$ 1,625,840 | 82% |
| TOTAL FINANCIAL ADMINISTRATION | \$ 854,143 | \$ 53,288 | \$ 715,996 | \$ 749,312 | 84% |
| TOTAL IT | \$ 157,338 | \$ 14,576 | \$ 133,948 | \$ 156,633 | 85% |
| TOTAL HUMAN RESOURCES | \$ 92,207 | \$ 6,884 | \$ 74,009 | \$ 81,895 | 80% |
| TOTAL GEN GOVT BLDGS & PLANT | \$ 278,930 | \$ 31,535 | \$ 194,034 | \$ 173,428 | 70% |
| TOTAL MUNICIPAL COURT | \$ 226,492 | \$ 20,455 | \$ 173,564 | \$ 195,799 | 77% |
| TOTAL POLICE ADMINISTRATION | \$ 2,463,536 | \$ 181,479 | \$ 2,136,607 | \$ 2,296,829 | 87% |
| TOTAL FIRE ADMINISTRATION | \$ 1,609,316 | \$ 141,044 | \$ 1,440,974 | \$ 1,475,494 | 90% |
| TOTAL PUBLIC WORKS ADMIN | \$ 1,411,433 | \$ 121,226 | \$ 1,114,954 | \$ 1,653,664 | 79% |
| TOTAL HIGHWAYS & STREETS ADMIN | \$ 292,000 | \$ 26,191 | \$ 259,148 | \$ 239,074 | 89% |
| TOTAL CEMETERY | \$ 4,625 | \$ 329 | \$ 3,024 | \$ 2,841 | 65% |
| TOTAL SENIOR CITIZENS CENTER | \$ 131,135 | \$ 9,343 | \$ 107,366 | \$ 99,070 | 82% |
| TOTAL PARKS ADMINISTRATION | \$ 61,520 | \$ 3,471 | \$ 37,617 | \$ 42,085 | 61% |
| TOTAL LIBRARY ADMINISTRATION | \$ 300,438 | \$ 28,683 | \$ 263,580 | \$ 280,852 | 88% |
| TOTAL PROTECTIVE INSP ADMIN | \$ 124,416 | \$ 9,812 | \$ 93,858 | \$ 115,588 | 75% |
| TOTAL PLANNING & ZONING | \$ 162,145 | \$ 12,272 | \$ 137,504 | \$ 136,470 | 85% |
| TOTAL ECONOMIC DEVELOPMENT | \$ 118,410 | \$ 11,270 | \$ 106,048 | \$ 86,248 | 90% |
| TOTAL AIRPORT | \$ 8,000 | \$ - | \$ 4,185 | \$ 54,175 | 52% |
| TOTAL SPECIAL FACILITIES | \$ 37,655 | \$ 2,384 | \$ 21,924 | \$ 24,550 | 58% |
| TOTAL EXPENDITURES | \$ 8,822,243 | \$ 711,143 | \$ 7,435,445 | \$ 9,651,156 | 84% |

| | | | | |
|-----------------------------------|------|--------------|--------------|--------------|
| REVENUE OVER/(UNDER) EXPENDITURES | \$ - | \$ (346,912) | \$ 1,264,859 | \$ (875,115) |
|-----------------------------------|------|--------------|--------------|--------------|

| | | | |
|---------------------------------------|--------------------|---------------------------|-----------|
| Cash Balances: | \$4,080,797 | Run Rate Analysis: | |
| LESS: Restricted Budgeted Fund Equity | \$92,018 | Average YTD Mo. Exp. | \$675,950 |
| Unrestricted Cash Balances | \$3,988,779 | Months of Operating Cash | 5.81 |
| LESS: Outstanding P.O.'s | \$60,782 | | |
| Available Cash | <u>\$3,927,997</u> | | |

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)
May-12

| FINANCIAL SUMMARY | MONTHS COMPLETED | | | | 11 |
|-----------------------------------|-------------------|------------------|-------------------|-------------------|--------------|
| | % YEAR COMPLETED | | | | 91.67% |
| 275-SPECIAL REVENUE FUND REVENUES | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
| TAXES | \$ 134,501 | \$ 11,506 | \$ 102,225 | \$ 89,346 | 76% |
| CHARGES FOR SERVICES | \$ 13,830 | \$ 797 | \$ 9,336 | \$ 9,720 | 68% |
| INVESTMENT INCOME | \$ 100 | \$ 2 | \$ 20 | \$ 27 | 20% |
| CONTRIBUTIONS/DONATIONS | \$ 600 | \$ 264 | \$ 1,119 | \$ 679 | 187% |
| MISCELLANEOUS | \$ 12,000 | \$ 2 | \$ 6,209 | \$ 5,932 | 52% |
| OTHER FINANCING SOURCES | \$ 7,000 | \$ - | \$ 7,000 | \$ 17,000 | 100% |
| TOTAL REVENUES | \$ 168,031 | \$ 12,571 | \$ 125,909 | \$ 122,704 | 75% |

| 275-SPECIAL REVENUE FUND EXPENDITURE SUMMARY | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
|----------------------------------------------|-------------------|------------------|-------------------|-------------------|--------------|
| PRSNL SERVICES/BENEFITS | \$ 31,912 | \$ 1,479 | \$ 24,780 | \$ 41,665 | 78% |
| PURCHASED/CONTRACTED SVC | \$ 118,552 | \$ 8,854 | \$ 93,814 | \$ 54,255 | 79% |
| SUPPLIES | \$ 8,067 | \$ 527 | \$ 6,238 | \$ 11,000 | 77% |
| INTERGOVERNMENTAL | \$ 9,500 | \$ 250 | \$ 8,650 | \$ 11,426 | 91% |
| TOTAL TOURISM | \$ 168,031 | \$ 11,110 | \$ 133,482 | \$ 118,346 | 79% |

| | | | | | |
|------------------------------------------|-------------|-----------------|-------------------|-----------------|----------|
| REVENUE OVER/(UNDER) EXPENDITURES | \$ - | \$ 1,461 | \$ (7,573) | \$ 4,358 | 0 |
|------------------------------------------|-------------|-----------------|-------------------|-----------------|----------|

| | | | |
|------------------------------------------------------|------------------|---------------------------------|----------|
| Cash Balances: (-sal/fica-due to pooled cash) | -\$15,905 | Run Rate Analysis: | |
| LESS: Restricted Budgeted Fund Equity | \$0 | Average YTD Mo. Exp. | \$12,135 |
| Unrestricted Cash Balances | -\$15,905 | Months of Operating Cash | (1.49) |
| LESS: Outstanding P.O.'s | \$2,228 | | |
| Available Cash | -\$18,133 | | |

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)
May-12

| FINANCIAL SUMMARY | | | MONTHS COMPLETED | | 11 |
|--------------------------|---------------------|------------------|-------------------|---------------------|--------------|
| | | | % YEAR COMPLETED | | 91.67% |
| 320-SPLOST FUND REVENUES | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
| TAXES | \$ 5,859,000 | \$ 16,414 | \$ 580,172 | \$ 1,661,208 | 10% |
| INVESTMENT INCOME | \$ - | \$ 2 | \$ 77 | \$ 464 | #DIV/0! |
| MISCELLANEOUS | \$ 60,000 | \$ - | \$ - | \$ - | |
| OTHER FINANCING SOURCES | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| TOTAL REVENUES | \$ 5,919,000 | \$ 16,416 | \$ 580,249 | \$ 1,661,672 | 10% |

| 320-SPLOST FUND EXPENDITURE SUMMARY | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
|----------------------------------------|------------------|----------------|-----------------|-------------------|--------------|
| 320.51512-52.1210 AUDIT - SPLOST V | \$ - | \$ - | \$ - | \$ 1,545 | #DIV/0! |
| 320.54220-54.1240 DRAINAGE - SPLOST V | \$ - | \$ - | \$ - | \$ 83,859 | #DIV/0! |
| 320.54220-54.1410 SDEWLK/HNCAP V | \$ - | \$ - | \$ - | | #DIV/0! |
| 320.54220-54.1415 PAVING/OVERLAY V | \$ - | \$ - | \$ - | \$ 229,672 | #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 | \$ 60,000 | \$ - | \$ 2,301 | \$ 114,848 | 4% |
| 320.56180-54.1310 MULTI MEDIA SPLOST V | \$ - | \$ - | \$ - | | #DIV/0! |
| TOTAL EXPENDITURES V | \$ 60,000 | \$ - | \$ 2,301 | \$ 429,924 | 4% |

| 320-SPLOST FUND EXPENDITURE SUMMARY | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
|-----------------------------------------|---------------------|------------------|-------------------|---------------------|--------------|
| 320.51512-52.1211 AUDIT SPLOST VI | \$ 9,000 | \$ - | \$ 3,000 | \$ 3,029 | 33% |
| 320.51565-54.1500 CITY BUILDINGS VI | \$ 650,000 | \$ 102 | \$ 30,984 | \$ 5,164 | 4.8% |
| 320.54220-54.1241 DRAINAGE - SPLOST VI | \$ 3,000,000 | \$ 5,011 | \$ 111,010 | \$ 184,476 | 4% |
| 320.54220-54.1416 PAVING/OVERLAY VI | \$ 2,200,000 | \$ 22,581 | \$ 224,925 | \$ 108,503 | 10% |
| 320.54310-54.1202 SEWER INFRA SPLOST VI | \$ - | \$ - | \$ - | \$ 993,303 | #DIV/0! |
| 320.59000-61.1000 OPERATING TFR OUT | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| TOTAL EXPENDITURES VI | \$ 5,859,000 | \$ 27,694 | \$ 369,919 | \$ 1,294,475 | 6.31% |

| | | | | |
|------------------------------------------|------|-------------|------------|-------------|
| REVENUE OVER/(UNDER) EXPENDITURES | \$ - | \$ (11,278) | \$ 208,029 | \$ (62,727) |
|------------------------------------------|------|-------------|------------|-------------|

| | | | |
|---------------------------------------|----------------|---------------------------|----------|
| Cash Balances: | \$13,328 | Run Rate Analysis: | |
| LESS: Restricted Budgeted Fund Equity | \$0 | Average YTD Mo. Exp. | \$33,838 |
| Unrestricted Cash Balances | \$13,328 | Months of Operating Cash | 0.11 |
| LESS: Outstanding P.O.'s | \$9,604 | | |
| Available Cash | \$3,724 | | |

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)
May-12

| FINANCIAL SUMMARY | MONTHS COMPLETED | | | | 11 |
|------------------------------------------|-------------------------|-----------------------|---------------------|---------------------|--------------------------------|
| | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YEAR COMPLETED 91.67% |
| 505-WATER AND SEWER FUND REVENUES | | | | | % YTD BUDGET |
| 505.33.4110 STATE GOV GRANTS-DIRECT | \$ 1,215,000 | \$ - | \$ 667,682 | \$ - | 55% |
| 505.34.4210 WATER CHARGES | \$ 2,109,000 | \$ 190,338 | \$ 1,974,862 | \$ 1,956,292 | 94% |
| 505.34.4211 TRANSFER/TEMP SERVICES | \$ 29,400 | \$ 3,690 | \$ 42,293 | \$ 25,820 | 144% |
| 505.34.4212 RECONNECTION NSF FEES | \$ 88,000 | \$ 6,360 | \$ 71,976 | \$ 41,531 | 82% |
| 505.34.4213 LATE FEES AND PENALTIES | \$ 135,000 | \$ 9,901 | \$ 120,430 | \$ 125,639 | 89% |
| 505.34.4214 TURN ON FEE | \$ 17,500 | \$ 3,710 | \$ 37,730 | \$ 2,835 | 216% |
| 505.34.4216 CAP RECOVERY WATER - DEV | \$ 75,000 | \$ 2,851 | \$ 24,903 | \$ 37,241 | 33% |
| 505.34.4217 WATER CHARGES 2 | \$ 680,000 | \$ 63,577 | \$ 658,215 | \$ 655,899 | 97% |
| 505.34.4230 SEWERAGE CHARGES | \$ 1,966,500 | \$ 179,695 | \$ 1,838,864 | \$ 1,814,727 | 94% |
| 505.34.4231 SEWER CHARGES 2 | \$ 640,500 | \$ 60,212 | \$ 623,101 | \$ 618,692 | 97% |
| 505.34.4236 CAP RECOVERY METER - DEV | \$ 11,250 | \$ 280 | \$ 6,325 | \$ 8,400 | 56% |
| 505.34.4256 CAP RECOVERY SEWER - DEV | \$ 175,000 | \$ 9,386 | \$ 63,604 | \$ 106,512 | 36% |
| 505.34.4263 CONSTRUCTION FEES | \$ 85,000 | \$ 3,606 | \$ 60,724 | \$ 111,461 | 71% |
| 505.38.0001 FUND EQUITY | \$ 489,507 | \$ 40,792 | \$ 448,715 | \$ - | 92% |
| 505..... INTEREST/MISC/OTHER REVENUES | \$ 38,000 | \$ 816 | \$ 24,864 | \$ 504,282 | 65% |
| TOTAL REVENUE | \$ 7,754,657 | \$ 575,214 | \$ 6,664,288 | \$ 6,009,331 | 86% |

| SANITATION ADMINISTRATION EXPENDITURE SUMMARY | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
|------------------------------------------------------|-----------------------|-----------------------|---------------------|---------------------|---------------------|
| PRSNL SERVICES/BENEFITS | \$ 914,664 | \$ 74,524 | \$ 819,435 | \$ 860,311 | 90% |
| PURCHASED/CONTRACTED SVC | \$ 493,215 | \$ 30,473 | \$ 373,681 | \$ 385,507 | 76% |
| SUPPLIES | \$ 708,796 | \$ 45,019 | \$ 477,140 | \$ 532,479 | 67% |
| CAPITAL OUTLAY | \$ 1,310,000 | \$ 10,460 | \$ 664,406 | \$ 35,947 | 51% |
| DEPRECIATION/AMORTIZATION | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| INTERGOVERNMENTAL | \$ 136,839 | \$ - | \$ - | \$ 11 | 0% |
| DEBT SERVICES/FISCAL AGENT FEES | \$ 46,100 | \$ - | \$ 821 | \$ 20,000 | 2% |
| TOTAL SANITARY ADMINISTRATION | \$ 3,609,614 | \$ 160,476 | \$ 2,335,483 | \$ 1,834,255 | 65% |

| WATER ADMINISTRATION EXPENDITURE SUMMARY | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
|-------------------------------------------------|-----------------------|-----------------------|---------------------|---------------------|---------------------|
| PRSNL SERVICES/BENEFITS | \$ 723,998 | \$ 58,136 | \$ 648,443 | \$ 726,953 | 90% |
| PURCHASED/CONTRACTED SVC | \$ 228,761 | \$ 16,016 | \$ 163,310 | \$ 181,274 | 71% |
| SUPPLIES | \$ 315,200 | \$ 35,637 | \$ 241,405 | \$ 255,361 | 77% |
| CAPITAL OUTLAY | \$ 21,000 | \$ - | \$ 13,783 | \$ 89,550 | |
| DEPRECIATION/AMORTIZATION | \$ - | \$ - | \$ - | \$ - | |
| INTERGOVERNMENTAL | \$ 80,000 | \$ - | \$ - | \$ - | 0% |
| DEBT SERVICES/FISCAL AGENT FEES | \$ 3,000 | \$ - | \$ 689 | \$ 689 | 23% |
| TOTAL WATER ADMINISTRATION | \$ 1,371,959 | \$ 109,789 | \$ 1,067,630 | \$ 1,253,827 | 78% |

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)
May-12

| FINANCIAL SUMMARY | MONTHS COMPLETED | | | | 11 |
|------------------------------------------|-------------------------|------------------|-------------------|-------------------|-------------------------|
| | CURRENT | CURRENT | MAY YTD | MAY YTD | % YEAR COMPLETED |
| DEBT SERVICE-PRINCIPLE | | | | | 91.67% |
| 505.58000-58.1110 BOND PAYMENT 88 & 92 | \$ 270,000 | \$ - | \$ 270,000 | \$ 255,000 | 100% |
| 505.58000-58.1340 GEFA LOAN 95-021-W | \$ 18,208 | \$ 1,550 | \$ 16,652 | \$ 15,750 | 91% |
| 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 | \$ - | \$ 30,943 | \$ 55,876 | 100% |
| 505.58000-58.1380 GEFA LOAN CWS-RF-0 | \$ 225,938 | \$ 19,198 | \$ 206,977 | \$ 201,073 | 92% |
| 505.58000-58.1385 EQUIPMENT LOANS PR | \$ 47,686 | \$ - | \$ 47,686 | \$ 139,124 | 100% |
| DEBT SERVICE-PRINCIPLE | \$ 592,775 | \$ 20,748 | \$ 572,258 | \$ 666,823 | 97% |

| DEBT SERVICE-INTEREST | CURRENT | CURRENT | MAY YTD | MAY YTD | % YTD |
|-------------------------------------------|---------------------|-------------------|---------------------|---------------------|---------------|
| EXPENDITURE SUMMARY | BUDGET | PERIOD | 2012 | 2011 | BUDGET |
| 505.58000-58.2110 BOND PAYMENT 88 & 92 | \$ 156,188 | \$ - | \$ 156,188 | \$ 172,266 | 100% |
| 505.58000-58.2115 INTEREST-BOND INT 2010 | \$ 1,915,400 | \$ 957,700 | \$ 1,915,400 | \$ 1,810,595 | 100% |
| 505.58000-58.2340 GEFA LOAN 95-021-WQ INT | \$ 646 | \$ 21 | \$ 631 | \$ 1,534 | 98% |
| 505.58000-58.2350 GEFA LOAN 97-L97-WS INT | \$ - | \$ - | \$ - | \$ 3,351 | #DIV/0! |
| 505.58000-58.2360 GEFA LOAN 98-L46-WJ INT | \$ - | \$ - | \$ - | \$ 24,049 | #DIV/0! |
| 505.58000-58.2370 GEFA LOAN CW00-017 | \$ 182 | \$ - | \$ 181 | \$ 1,222 | 99% |
| 505.58000-58.2380 GEFA LOAN CWS-RF-0 | \$ 107,475 | \$ 8,586 | \$ 98,652 | \$ 104,556 | 92% |
| 505.58000-58.2385 EQUIPMENT LOANS | \$ 418 | \$ - | \$ 417 | \$ 5,185 | 100% |
| DEBT SERVICE-INTEREST | \$ 2,180,309 | \$ 966,307 | \$ 2,171,469 | \$ 2,122,758 | 100% |

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

| | | | | | |
|---------------------------|---------------------|---------------------|---------------------|---------------------|------------|
| TOTAL EXPENDITURES | \$ 7,754,657 | \$ 1,257,320 | \$ 6,146,840 | \$ 5,877,663 | 79% |
|---------------------------|---------------------|---------------------|---------------------|---------------------|------------|

| | | | | | |
|------------------------------------------|-------------|---------------------|-------------------|-------------------|--|
| REVENUE OVER/(UNDER) EXPENDITURES | \$ - | \$ (682,106) | \$ 517,448 | \$ 131,668 | |
|------------------------------------------|-------------|---------------------|-------------------|-------------------|--|

| | | | |
|---------------------------------------|-------------|---------------------------|-----------|
| Cash Balances: | \$4,210,904 | Run Rate Analysis: | |
| LESS: Restricted Budgeted Fund Equity | \$489,507 | Average YTD Mo. Exp. | \$558,804 |
| Unrestricted Cash Balances | \$3,721,397 | Months of Operating Cash | 6.60 |
| LESS: Outstanding P.O.'s | \$35,093 | | |
| Available Cash | \$3,686,304 | | |

CITY OF ST. MARYS
REVENUE & EXPENSE REPORT (UNAUDITED)
May-12

| FINANCIAL SUMMARY | MONTHS COMPLETED | | | | 11 |
|---------------------------------------|-----------------------|-----------------------|---------------------|---------------------|---------------------|
| | % YEAR COMPLETED | | | | 91.67% |
| 540-SOLID WASTE FUND REVENUES | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
| 540.34.4111 RESIDENTIAL REFUSE CHARGE | \$ 961,000 | \$ 81,660 | \$ 892,775 | \$ 913,135 | 93% |
| 540.34.4112 COMMERCIAL REFUSE CHARGES | \$ 22,500 | \$ 1,852 | \$ 20,457 | \$ 20,797 | 91% |
| 540.34.4190 LATE FEES AND PENALTIES | \$ 21,000 | \$ 1,827 | \$ 20,701 | \$ 21,740 | 99% |
| 540.34.9900 OTHER CHARGES | \$ 25,000 | \$ 5,625 | \$ 55,520 | \$ 52,571 | 222% |
| 540.36.1000 INTEREST REVENUES | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| 540.38.0001 FUND EQUITY | \$ 171,929 | \$ 14,327 | \$ 157,602 | \$ - | 92% |
| TOTAL REVENUES | \$ 1,201,429 | \$ 105,291 | \$ 1,147,055 | \$ 1,008,243 | 95% |

| 540-SOLID WASTE FUND EXPENDITURE SUMMARY | CURRENT BUDGET | CURRENT PERIOD | MAY YTD 2012 | MAY YTD 2011 | % YTD BUDGET |
|-------------------------------------------------|-----------------------|-----------------------|---------------------|---------------------|---------------------|
| PRSNL SERVICES/BENEFITS | \$ 73,229 | \$ 6,259 | \$ 67,240 | \$ 91,358 | 92% |
| PURCHASED/CONTRACTED SVC | \$ 1,101,350 | \$ 94,447 | \$ 913,465 | \$ 916,842 | 83% |
| SUPPLIES | \$ 1,850 | \$ - | \$ - | \$ - | 0% |
| INTERGOVERNMENTAL | \$ 25,000 | \$ - | \$ - | \$ - | 0% |
| DEPRECIATION/AMORTIZATION | \$ - | \$ - | \$ - | \$ - | #DIV/0! |
| TOTAL SOLID WASTE COLLECTION | \$ 1,201,429 | \$ 100,706 | \$ 980,705 | \$ 1,008,200 | 82% |

| | | | | | |
|------------------------------------------|-------------|-----------------|-------------------|--------------|----------|
| REVENUE OVER/(UNDER) EXPENDITURES | \$ - | \$ 4,585 | \$ 166,350 | \$ 43 | 0 |
|------------------------------------------|-------------|-----------------|-------------------|--------------|----------|

| | | | |
|---------------------------------------|-----------|---------------------------|----------|
| Cash Balances: | \$305,719 | Run Rate Analysis: | |
| LESS: Restricted Budgeted Fund Equity | \$171,929 | Average YTD Mo. Exp. | \$89,155 |
| Unrestricted Cash Balances | \$133,790 | Months of Operating Cash | 1.50 |
| LESS: Outstanding P.O.'s | \$0 | | |
| Available Cash | \$133,790 | | |

| 555 -AQUATIC CENTER FINANCIAL SUMMARY | Budget | Jun-11 | Jul-11 | Aug-11 | Sep-11 | Oct-11 | Nov-11 | Dec-11 | Jan-12 | Feb-12 | Mar-12 | Apr-12 | May-12 | 12Mths | YTD 05/2012 YTD | 05/2011 YTD |
|------------------------------------------|----------------|---------------|---------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|----------------|---------------|----------------|--------------------|-----------------|
| REVENUE SUMMARY | | | | | | | | | | | | | | | | |
| CHARGES FOR SERVICES | 366,309 | 93,457 | 98,236 | 50,178 | 10,953 | - | - | - | - | - | 4,837 | 11,054 | 61,394 | 330,109 | 236,652 | 245,220 |
| INVESTMENT INCOME | 200 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| CONTRIBUTIONS/DONATIONS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| MISCELLANEOUS | 2,000 | 27 | 429 | (82) | 1,596 | - | - | - | - | - | - | 7 | 131 | 2,108 | 1,997 | 1,111 |
| OTHER FINANCING SOURCES | 6,910 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 6,910 |
| TOTAL REVENUES | 375,419 | 93,484 | 98,665 | 50,096 | 12,549 | - | - | - | - | - | 4,837 | 11,061 | 61,525 | 332,217 | 238,649 | 253,241 |
| EXPENDITURE SUMMARY | | | | | | | | | | | | | | | | |
| PRSNL SERVICES/BENEFITS | 193,399 | 44,905 | 45,150 | 50,270 | 5,526 | 280 | (10,655) | (92) | 301 | 1,176 | 2,113 | 3,912 | 14,250 | 157,136 | 112,233 | 190,364 |
| PURCHASED/CONTRACTED SVC | 62,604 | 5,695 | 922 | 6,193 | 7,109 | 2,497 | 2,060 | 2,411 | 2,659 | 6,809 | 4,931 | 4,368 | 5,507 | 51,161 | 45,466 | 26,306 |
| SUPPLIES | 119,416 | 33,131 | 10,653 | 16,452 | 9,534 | 8,652 | 2,002 | 9,249 | 3,694 | 3,341 | 4,740 | 10,525 | 13,071 | 125,044 | 93,038 | 89,814 |
| CAPITAL OUTLAY | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL AQUATIC CENTER | 375,419 | 83,731 | 56,725 | 72,915 | 22,169 | 11,429 | (6,593) | 11,568 | 6,654 | 11,326 | 11,784 | 18,805 | 32,828 | 333,341 | 250,737 | 306,484 |
| REVENUE OVER/(UNDER) EXPENDITURES | - | 9,753 | 41,940 | (22,819) | (9,620) | (11,429) | 6,593 | (11,568) | (6,654) | (11,326) | (6,947) | (7,744) | 28,697 | (1,124) | (12,088) | (53,243) |

| | | | |
|-------------------------------------|-----------|---------------------------|----------|
| Cash Balances: | \$-37,825 | Run Rate Analysis: | |
| LESS: Restricted Budgeted Fd Equity | \$0 | Average YTD Mo. Exp. | \$62,684 |
| Unrestricted Cash Balances | \$-37,825 | Months of Operating Cash | (0.60) |
| LESS: Outstanding P.O.'s | \$4,814 | | |
| Available Cash | \$-42,639 | | |