



CITY OF ST. MARYS, GEORGIA

August 19, 2013

PUBLIC WORK SESSION-VEHICLE PARKING

5:00 P.M.

PUBLIC HEARING-SLIM'S SPEAK EASY, LP NEW ALCOHOL LICENSE

5:45 P.M.

CITY COUNCIL MEETING

6:00 P.M.

AGENDA

- I. **CALL TO ORDER**
- II. **INVOCATION:** *Councilmember Nancy Stasinis*
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL** **QUORUM: YES___ NO___**
- V. **APPROVAL OF MINUTES:** *August 5, 2013 Regular City Council Meeting Minutes*
- VI. **PRESENTATIONS:**
 - ST. MARYS RAILROAD EXCURSION TRAIN:** *Doug Vaught*
 - BOARD ANNOUNCEMENT (TERM EXPIRATION):**
Camden County Board of Education (Arlene Norris)
 - BOARD APPOINTMENT (TERM EXPIRATION):**
Southeast Georgia Consolidated Housing Authority (Shirley Overstreet)
- VII. **SET CONSENT AGENDA**
- VIII. **APPROVAL OF THE AGENDA**
- IX. **GRANTING AUDIENCE TO THE PUBLIC**
- X. **OLD BUSINESS:**
 - A. **SLIM'S SPEAK EASY, LP NEW ALCOHOL LICENSE:** **TAB "A"**
Council consideration to approve a new liquor license for Slim's Speak Easy, LP for the sale of beer, wine and liquor on-premise consumption, with food
- XI. **NEW BUSINESS:**
 - A. **VARIOUS RIGHT OF WAYS POTENTIAL IMPROVEMENTS DISCUSSION:**
Councilmember Jim Gant **TAB "B"**

- B. **DISCUSSION AND DIRECTION REGARDING BUILDING LEASE/ACQUISITION OPTION FOR TOURISM:** *Angela Wigger* TAB “C”
St. Marys Convention & Visitors Bureau requests approval to exclusively utilize the Ward Hernandez Building (Downtown Development Authority Bldg.) at 400 Osborne Street as the new Welcome Center location
- C. **CITY MANAGER’S EVALUATION:** *Mayor William T. DeLoughy* TAB “D”
- D. **ORANGE HALL AIR CONDITIONING BIDS:** *Bobby Marr* TAB “E”
Request authorization to replace the air conditioning system at Orange Hall
- E. **BUDGET ORDINANCE-SALARY INCREASE ADJUSTMENTS:** *Jennifer Brown*. TAB “F”
Request department line item adjustments for the following: Regular Employees, Overtime, FICA, Retirement, Workers Compensation and Contract Labor (Cemetery)
- F. **FINANCE COPIER LEASE:** *Jennifer Brown* TAB “G”
Request authorization to enter into a lease agreement with Konica Minolta Business Solutions for a copier machine in the Finance Department

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

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

XIII. REPORT OF MAYOR

XIV. GRANTING AUDIENCE TO THE PUBLIC

MAYOR AND COUNCIL COMMENTS

CITY MANAGER’S COMMENTS

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

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

CITY COUNCIL MEETING

August 5, 2013

6:00 p.m.

MINUTES

The Mayor and City Council for the City of St. Marys, Georgia met for its regular City Council session on Monday, August 5, 2013 in the Council Chamber at City Hall.

PRESENT WERE:

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

CITY OFFICIALS PRESENT:

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

CALL TO ORDER:

Mayor DeLoughy called the City Council Meeting to order at 6:00 p.m. Councilmember Greg 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: *July 22, 2013 Public Hearing Meeting Minutes*

Councilmember Stasinis moved to approve the July 22, 2013 Public Hearing meeting minutes. Councilmember Gant seconded the motion. Voting was recorded as follows:

FOR
Councilmember Bird
Councilmember Gant
Councilmember Howell
Councilmember Morrissey
Councilmember Stasinis

ABSTAINED
Councilmember Post

July 22, 2013 Regular City Council Meeting Minutes

Councilmember Stasinis moved to approve the July 22, 2013 Regular City Council meeting minutes. Councilmember Gant seconded the motion. Voting was recorded as follows:

FOR
Councilmember Bird

ABSTAINED
Councilmember Post

Councilmember Gant
Councilmember Howell
Councilmember Morrissey
Councilmember Stasinis

PRESENTATION:

BOARD ANNOUNCEMENTS (TERM EXPIRATIONS):

1. Southeast Georgia Consolidation Housing Authority (*Shirley Overstreet*)
Mayor DeLoughy announced an upcoming vacancy on the Southeast Georgia Consolidated Housing Authority.

BOARD APPOINTMENTS (TERM EXPIRATIONS):

1. Library Board (*Frederick A. Mastin, Jr., Doug Cooper and Victoria A. Mead*)
2. Southeast Georgia Consolidation Housing Authority (*Celenda Perry*)

Councilmember Bird made a motion to appoint Lena B. Brathwaite Bell, Dever Lassiter and reappoint Frederick A. Mastin, Jr. to the Library Board. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion. Councilmember Morrissey thanked Doug Cooper and Victoria A. Mead on behalf of Council for the dedication of their time and expertise in assisting the Library Board and the City over the years.

Councilmember Morrissey made a motion to reappoint Celenda Perry to the Southeast Georgia Consolidated Housing Authority. Councilmember Howell seconded the motion. Voting was unanimous in favor of the motion.

SET CONSENT AGENDA (*):

Councilmember Bird made a motion to approve the consent agenda as New Business C, E, F, G, I, J, K, M, and N. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

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

GRANTING AUDIENCE TO THE PUBLIC:

Dave Schmitz, 112 New Hammock Circle: Mr. Schmitz commented on upgrading the 911 Center (CAD System), dispatching nearest rescue vehicles, fire consolidation, ICMA Fire and EMS Consolidation Feasibility Study and the ICMA presentation.

Mayor DeLoughy commented that the Computer Automated Dispatch System (CAD) has been reviewed and is on the SPLOST list.

Bob Nutter, 521 Moeckel Place: Mr. Nutter commented on potential savings in the Fire Department, fire consolidation, ICMA Fire and EMS Consolidation Feasibility Study and the ICMA presentation.

Ricky Heidgerken, 110 Salt Grass Trace: Mr. Heidgerken mentioned the Fire and EMS Consolidation Feasibility Study and the jobs well done by the Fire Department.

Tom Canning, 410 Point Peter Place: Mr. Canning commented on the ICMA Fire and EMS Consolidation Feasibility Study and the Computer Automated Dispatch (CAD) System.

Alex Kearns, 902 Ann Street: Ms. Kearns thanked Bobby Marr (Public Works Director) and the City Manager for their quick response to the damage at the Peace Garden. Ms. Kearns mentioned that a motion activated solar light was installed at the Peace Garden to deter vandalism.

Dick Russell, 93 Wright Street: Mr. Russell requested that Council update him on Item G (Minor Subdivision-Two Lot Minor St. Marys Intracoastal Gateway Property).

Jane Porter, 404 Bailey Street: Mrs. Porter requested that Council address fox issues in her neighborhood.

Joe Beth Bird, 107 Salt Grass Trace: Mrs. Bird requested that Council carefully consider the vehicle parking issue before making a decision.

OLD BUSINESS:

A. PROPOSED LIST OF CITY PARCELS FOR SALE: Roger Weaver
Request authorization to sell City owned parcels

Councilmember Morrissey made a motion to authorize City personnel to move forward with investigating the properties so Council may review prioritizing the proposed parcel list. Councilmember Stasinis seconded the motion. Councilmember Howell moved for discussion and requested an update on City property near Bishop Circle. Mr. Howell stated that a log had been placed on City property to prevent citizens from utilizing the path to St. Marys Civic Park.

Bobby Marr (Public Works Director) stated the log was removed. Mr. Crowell (City Manager) stated City personnel would obtain estimates for crushed rocks and residents along the property line would be contacted. Voting was unanimous in favor of the motion.

NEW BUSINESS:

A. HOSPITAL AUTHORITY AUDIT: Mayor William T. DeLoughy

Mayor DeLoughy commented on the audit the Hospital Authority obtained and referenced the clean opinion. Mayor DeLoughy read a portion of the Independent Auditor's Report and thanked the Hospital Authority for obtaining the audit.

B. FIRE AND EMERGENCY SERVICES CONSOLIDATION FEASIBILITY STUDY: Mayor William T. DeLoughy

Mayor DeLoughy stated he agreed with the suggestion of Mayor Kenneth Smith (City of Kingsland) to have the Fire Chiefs, Finance Directors and City/County Managers meet to review the ICMA Fire and EMS Consolidation Feasibility Study. Councilmember Gant stated a public meeting would be needed once City and County personnel review the study.

Councilmember Bird made a motion to task the City Manager to follow the appropriate path to review the ICMA Fire and EMS Consolidation Feasibility Study with Camden County, Kingsland and Woodbine. Councilmember Morrissey seconded the motion. Mr. Crowell asked if the goal was to work toward consolidation. Mayor DeLoughy stated the goal was to review the study objectively and render a recommendation to Council. Councilmember Morrissey stated that the goal was to review the study and reference two components of the study (functional and total consolidation). Voting was unanimous in favor of the motion.

C. REQUEST APPROVAL FOR CEMETERY EQUIPMENT TRANSFER TO CEMETERY AUTHORITY (*): Roger Weaver-Request approval to transfer cemetery equipment to the Cemetery Authority valued at \$1,500

Councilmember Bird made a motion to approve the transfer of cemetery equipment to the Cemetery Authority valued at \$1,500.00. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

D. PUBLIC WORK SESSION DATE REQUEST FOR NUMBER OF VEHICLES ON RESIDENTIAL LOTS & PARKED CARS /TRUCKS IN THE ROW : Roger Weaver

Request Public Work Session date to receive citizen's comments whether the City should regulate the number of cars permitted on each residential lot and the number of parked cars/trucks in the right of way (ROW)

Council scheduled a Public Work Session for Vehicle Parking on residential property and right of ways for Monday, August 19, 2013 for 5:00 p.m. in the City Council Chambers at City Hall. Councilmember Gant stated a part-time code enforcement officer might need to be discussed at the work session.

Councilmember Howell stated the City should not attempt limiting the rights of citizens to have properly tagged vehicles on their property. Councilmember Post commented that the work session would enable citizens to address any issues on the subject.

E. MINOR SUBDIVISION FOR W.H. GROSS COMPANY-TWO LOT MINOR FOR SHOPS AT OSPREY COVE (*): Roger Weaver

Request decision on application for a Two Lot Minor Subdivision zoned PD C-2 (5.81 acre parcel, Tax parcel 122A-001D) for the Shops at Osprey Cove located off St. Marys Road and Isles of St. Marys Way

Councilmember Bird made a motion to approve the application for a Two Lot Minor Subdivision for Shops at Osprey Cove. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

F. MINOR SUBDIVISION FOR BERTRAM RHYNE- TWO LOT MINOR IN MOECKEL PLACE (*):

Roger Weaver-Request decision on application for a Two Lot Minor Subdivision zoned R-1 (37.07 acre parcel, Tax parcel 135-094) located in Phase III of Moeckel Place

Councilmember Bird made a motion to approve the application for a Two Lot Minor Subdivision in Phase III of Moeckel Place. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

G. MINOR SUBDIVISION FOR CITY OF ST. MARYS-TWO LOT MINOR AT ST. MARYS INTRACOASTAL GATEWAY PROPERTY (*): Roger Weaver

Request approval on application for a Two Lot Minor Subdivision zoned C-1 (Tax parcel S41-12-001) located at 100 Ready Street

Roger Weaver (Planning Director) gave a brief overview of the application request. Councilmember Bird made a motion to approve the application for a Two Lot Minor Subdivision at St. Marys Intracoastal Gateway Property located at 100 Ready Street. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

H. ASM INVESTMENTS SUBDIVISION APPEAL OF PLANNING COMMISSION'S DECISION:

Roger Weaver - ASM Investments is appealing the Planning Commission's decision to deny a proposed subdivision and dependent variances of a parcel (Tax parcel S40-02-009, zoned R-1) at Weed and Seagrove Street

Roger Weaver stated the applicant would like to revise the drawing and go back to the Planning Commission to try and resolve any issues before presenting to Council for a decision.

Councilmember Gant made a motion to return the application to the Planning Commission. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

I. SEPTEMBER 2, 2013 CITY COUNCIL MEETING (*):

To discuss cancelling or rescheduling the September 2, 2013 City Council meeting

Councilmember Bird made a motion to cancel the City Council meeting on Monday, September 2, 2013 due to the observance of Labor Day. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

J. SLIMS SPEAK EASY, LP NEW ALCOHOL LICENSE (*): Public Hearing

Mr. John Dink has submitted a new alcohol license. Request authorization to advertise for a public hearing for beer, wine and liquor license on premise w/food

Councilmember Bird made a motion to approve advertising a public hearing for Slim's Speak Easy, LP for beer, wine and liquor license on premise with food. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

K. ST. MARYS AIRPORT LICENSE APPLICATION RENEWAL (*): Mr. Crowell

Request authorization to proceed with the St. Marys Airport license application renewal

Councilmember Bird made a motion to authorize Mayor William T. DeLoughy or Mr. Steven S. Crowell, Jr. (City Manager) to sign the St. Marys Airport license application renewal. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

L. GAINES DAVIS EASEMENTS: Bobby Marr

Request City Council review the proposed stipulations requested by property owners in the Gaines Davis Subdivision area

Councilmember Gant gave a brief overview of his experience in coordinating and negotiating projects such as Gaines Davis. Councilmember Gant stated the City needs to move forward

with the current design, negotiate with citizens that request stipulations and initiate eminent domain on the few that have refused to communicate with the City. Councilmember Post stated that documentation was essential to ensure the City addresses the easements that are required but also address owners that are not willing to work with the City. Councilmember Post stated this will ensure them contacting the City in the future stating they were not offered the opportunity. Councilmember Post stated this will assist the City in avoiding a lawsuit.

Councilmember Morrissey asked the Public Works Director if the City is able to carve out the easements where the owners have not responded. Mr. Marr stated eliminating those easements would necessitate the need for an additional lift station. Councilmember Morrissey stated the City should inform citizens about the cost of an additional lift station to maneuver around these easements. Councilmember Howell asked if correspondence stating the position of the City might influence them to negotiate. Mr. Crowell commented that the City will have to pay for the easements in eminent domain. He also mentioned the time and money utilized with eminent domain.

Councilmember Gant made a motion to move forward with securing the required easements and negotiate the stipulations at minimal cost to the City. The cost should never exceed the value of the easement with the City obtaining appraisals for each easement as required and the water/sewer connection will be billed at the old rate. For those citizens with parcels that refuse to negotiate or enter into an agreement, the City should move forward immediately with eminent domain. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

- M. ST. MARYS FIRE DEPARTMENT VACANCY AND HIRING LIST (*): Chief Horton**
Request authorization to hire one Firefighter for a vacancy at the St. Marys Fire Department and create a hiring list for future openings

Councilmember Bird made a motion to authorize the hiring of one Firefighter to fill the vacancy and the creation of a hiring list for future openings. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

- N. TOURISM DEPARTMENT PART-TIME SUNDAY POSITION (*): Angela Wigger**
Request permission to hire one part-time person to primarily work on Sundays from 12:00 p.m. to 5:00 p.m. at the St. Marys Welcome Center

Councilmember Bird made a motion to authorize the hiring of one part-time employee primarily for work on Sundays from 12:00 p.m. to 5:00 p.m. at the St. Marys Welcome Center. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

- A. FINANCE DIRECTOR'S REPORT: Jennifer Brown**
The Finance Director presented the 12-month financial report on revenues and expenditures for the General, Tourism, SPLOST, Water & Sewer, Solid Waste, and Aquatic Center Funds. The Finance Director stated this is a preliminary report. A copy of the report is attached as part of the official minutes.

Mayor DeLoughy congratulated the Finance Department and City personnel for a job well done.

B. CITY CALENDAR: City Clerk

The City Clerk announced the upcoming events, activities and meetings up to August 19, 2013.

REPORT OF MAYOR

Mayor DeLoughy announced the Navy Chief's golfing tournament at Kings Bay Naval Base on Friday, August 16, 2013 for \$50.00. Mayor DeLoughy commented on the well-attended dinner held by the Community Anti-Drug Coalition of America VetCorps (CADCA) where Representative Jason Spencer was the keynote speaker. Mayor DeLoughy referenced the Fire and EMS Consolidation Feasibility Study presentation by ICMA. Mayor DeLoughy commented on the new owners at Winding River subdivision. Mayor DeLoughy stated he attended the apprentice graduation at Kings Bay Naval Base. Mayor DeLoughy asked the Planning Director to read a letter received from FEMA.

GRANTING AUDIENCE TO THE PUBLIC:

Bob Nutter, 521 Moeckel Place: Mr. Nutter requested that Council review the Gaines Davis situation and approach it from a monetary investment point-of-view.

Police Chief Tim Hatch invited the public and City Council to attend their 1st Annual Block Party at St. Marys Middle School from 12:00 p.m. – 5:00 p.m. on Saturday, August 10, 2013.

Larry White, 102 Sylvia's Court: Mr. White commented on the Hospital Authority audit and large trucks parking on the street above water/sewer lines.

MAYOR AND COUNCIL COMMENTS:

Councilmember Stasinis asked the Planning Director about the Joint Land Use Study (JLUS) on the City website. Roger Weaver gave a brief update on how to locate the JLUS link, JLUS survey, and provided an Orange Hall update. Mr. Crowell stated the air conditioning unit was not working. The Public Works Director gave a brief update on the dock repair.

CITY MANAGER'S COMMENTS:

Mr. Crowell commented that the website video program approved by City Council started.

EXECUTIVE SESSION:

There was no "Executive Session" at this time.

ADJOURNMENT:

Councilmember Bird made a motion for adjournment. Councilmember Post seconded the motion. Mayor DeLoughy declared the meeting adjourned at 7:32 p.m.

Respectfully submitted,

Deborah Walker-Reed, City Clerk

Announcement

Camden County Board of Education

Appointment

*Southeast Georgia Consolidated Housing
Authority*



CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 08-04-2013

Board interested in serving on: Camden County Housing Authority

Name: Shirley A. Overstreet

Address: P.O. Box 529

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

Contact Phone Numbers: 912-882-5271 (Call me @ Home)

E-mail Address: WS1969@TDS.NET

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

I Worked For 42 years (Please See Attached Copy.

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

I enjoy being a Blessing to all Gods people, what God give to Me; I Give to other and then some!!!

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

I have NONE; I'm know in the Community by Name; ; to Doctor's, Nurses, Hospitals and private Doctor's offices However there was No conflict but I'm Not perfect.
Signature: Shirley A. Overstreet

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

- (1) June-7-2004 Shirley A. Overstreet Recommendation of the State Board Meristerial Development of the Church of Good At Lee College University Cleveland Ten.
- (2) Certified phlebotomist Technology in the United State OF America and OVER Sease 10-18-1986
- (3) 1983 Clinical Laboratory Technology at Camden Medical Center online.
- (4) 2007 National Center for Competency Testing (NCCT) the First Black proctor of NE Fla. And SE Ga.
- (5) 2007 Certified Manager of the phlebotomy department at Doctor's Laboratory Inc. Kingsland Ga.
- (6) 11-15-1978 Certified Medical Assistant at Waycross Ga. Technical College.
- (7) 4-20-2005 Certificate of Completion OSHA Bloodborne pathogens.
- (8) 12/20/10 Healthcare Provider (CPR + AED Prog.)
12/20/10 Heartsaver First Aid American Heart Association for the BLS for Health Care providers (Shark There Heart)

CITY COUNCIL MEETING
August 19, 2013

TITLE: Slim's Speak Easy, LP

PURPOSE: Council consideration to approve Slim's Speak Easy, LP Alcohol License for the sale of beer, wine and liquor for on-premise consumption, with food.

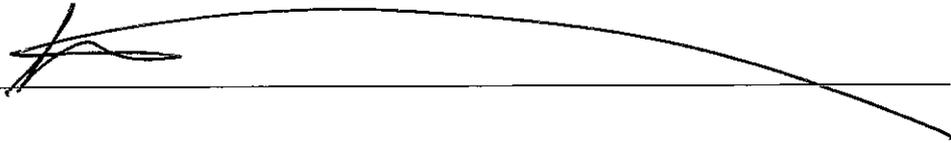
RECOMMENDATION: Having met all requirements, staff recommends approval of a 2013 Alcohol License.

HISTORY/ANALYSIS: At the last meeting, City Council approved advertising for a public hearing which was duly posted in the Tribune & Georgian, and held prior to this evening's council meeting. Mr. John Dink submitted a new alcohol license as the manager of Slim's Speak Easy, LP. Mr. John Dink and Alan Carper (Slim's Speak Easy, LP) are leasing the building located at 1923 Osborne road, St. Marys, Georgia to conduct business as a restaurant and bar.

**Department
Director:** _____



**City
Manager:** _____





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

**NOTICE OF PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE**

The City of St. Marys, Georgia has received an application for an alcohol beverage license from Slim's Speak Easy, LP located at 1923 Osborne Road, St. Marys, Georgia, for the sale of beer, wine and liquor, on premise consumption with food. Notice is hereby given that a Public Hearing on this application is scheduled for Monday, August 19, 2013 at 5:45 p.m. in the Council Chambers at St. Marys City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

Deborah Walker-Reed
Deborah Walker-Reed, City Clerk

PLEASE RUN: August 9th & August 14th, 2013



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



2013
YEAR

APPLICATION
ALCOHOL BEVERAGE LICENSE

TYPE OF LICENSE

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

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

- State the official name which the business or establishment to be licensed will be conducted:
Slims Speakeasy LP
- If natural person(s), state the name(s), Social Security number(s), telephone number(s), mailing address (es), and birth date(s) of all applicant(s) and/or owner(s) of business to be licensed:
ALAN R. CARPER SS#: PHONE 912-674-4016 Add: 90 CEDAR DR ST MARYS 31558
JOHN J. DINK SS# KE 360 265 3963 Add: 90 CEDAR DR ST MARYS GA 31558
- If applicant is a partnership of any kind, state the names, Social Security numbers, telephone numbers and mailing addresses of all members of the partnership and the business percentage allocation:
ALAN R. CARPER PHONE 912-674-4016 Add: 90 CEDAR DR ST MARYS GA 31558 30%
JOHN J. DINK SS# PHONE 360 265 3963 Add: 90 CEDAR DR ST. MARYS GA 31558 70%
- If Applicant is a corporation, state the following:
 - Shareholders' names, Social Security numbers, telephone numbers, and addresses:
N/A
 - Officers' names, Social Security numbers, telephone numbers, and addresses:
President: N/A

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

President: N/A

Vice President:

N/A

Secretary:

N/A

Treasurer:

N/A

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

Board Member:

N/A

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

N/A

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

John Dink SS# Add = 96 Cedar Dr
St. Marys Ga, 31558 DOB =

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

NO

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

N/A

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

NO

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

NO

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

NO

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

N/A

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

N/A

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

N/A

15. State the physical address of the location to be licensed:
1923 OSBORNE RD. St. Marys Ga. 31556
16. If the location for which the license is sought has been or is now licensed, state the name of the business or establishment and the name of the license:
El Pato
17. State the nature of the business to be conducted at or upon the location to be licensed (i.e., restaurant, convenience store, lounge or bar, pool hall, etc.):
Bar & Grill

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

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

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

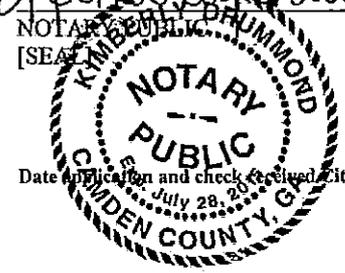
Sworn to and subscribed to this 30 day of JULY, 20 13

John G. D... [Signature]

R.B. Boudance [Signature]

APPLICANT(s)

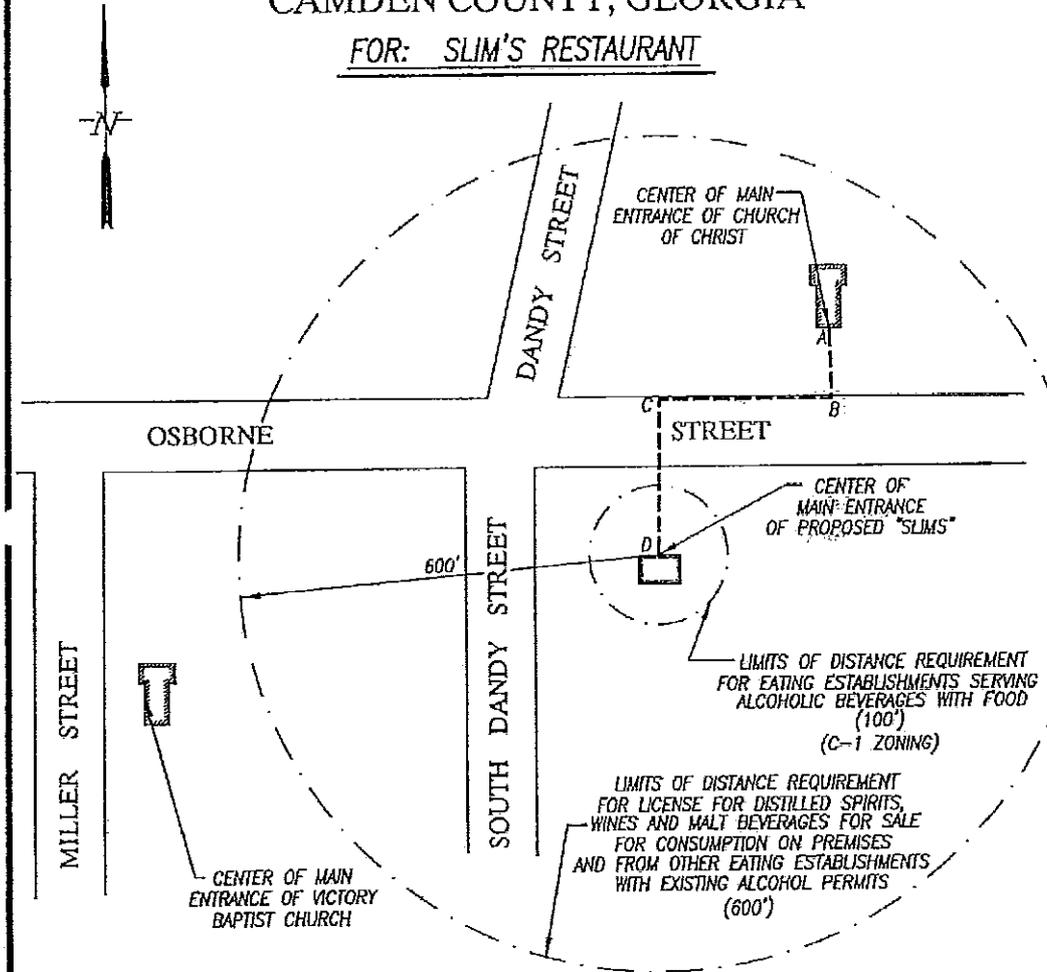
WITNESS
Kenneth Drummond [Signature]



Date application and check received City: 07/30/13 City of St. Marys, Georgia City Clerk: Deborah A. [Signature]

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

FOR: SLIM'S RESTAURANT



NOTES:

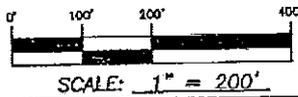
- 1.) DISTANCES SHOWN HEREON WERE CALCULATED FROM ANGLES AND DISTANCES AS FIELD MEASURED BY A SOKIA TOTAL STATION SET 3 & ARE SHOWN TO THE NEAREST ONE TENTH OF A FOOT.
- 2.) THERE ARE NO RESIDENTIAL DWELLINGS WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENT AT THIS TIME, AS INDICATED BY MEANS OF A VISUAL INSPECTION.
- 3.) THERE ARE NO IN-HOME DAY CARES, SCHOOLS, ALCOHOLIC TREATMENT CENTERS, HOUSING AUTHORITY PROPERTY OR EDUCATIONAL BUILDING WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENTS AT THIS TIME, AS INDICATED BY MEANS OF VISUAL INSPECTION.

DISTANCE SUMMARY:

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

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

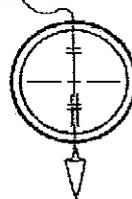
F.B.: BS10, PG. 36
 SURVEY DATE: 05-13-2013



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

BY: *[Signature]* DATE: 05-13-2013
 ERNEST R. BENNETT, JR.
 GA. REGISTERED SURVEYOR NO. 2893

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



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

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF LIMITED PARTNERSHIP

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Slim's Speak Easy LP
a Domestic Limited Partnership

is hereby issued a CERTIFICATE OF LIMITED PARTNERSHIP under the laws of the State of Georgia on **April 15, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on April 16, 2013



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

STATE OF GEORGIA)
COUNTY OF CHATHAM)

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made and entered into as of the _____ day of May, 2013 between, JAIME ENTERPRISES, INC., a Georgia corporation, hereinafter referred to as Landlord, and SLIM'S SPEAK EASY, LP, a Georgia limited partnership, hereinafter referred to as "Tenant". Landlord is the owner of certain real property (the "Property") located at 1923 Osborne Road, St. Mary's, Georgia.

NOW THEREFORE, that in consideration of the mutual promises, covenants and conditions herein set forth, Landlord and Tenant do hereby agree as follows:

ARTICLE I
PREMISES AND TERM

1.01 PREMISES, Landlord demises unto Tenant, and Tenant hires from Landlord approximately square feet, more or less, designated as 1923 Osborne Road, St. Mary's, Georgia (the "Premises"), together with reasonable rights shall in be in common with Landlord and other tenants and occupants of the Building.

The premises do not include the roof, the real property beneath the Building or the air space above the Building. The rights to place, maintain, repair and replace utility lines, shafts, stacks, pipes, conduits, ducts or other Building facilities under, over, upon or through the Premises, as may be reasonably necessary for the servicing of the Premises or other portion of the Building, are expressly reserved to the Landlord. No easement or right for light, air, or view is granted hereunder. Additionally, the Tenant shall keep said sidewalks clear of any debris and rubble, dirt or filth, and shall provide as part of the liability insurance hereinafter required that said sidewalks be included as part of the insured premises.

1.02 TERM The initial term ("Initial Term") of this of this Lease shall commence upon the "Commence Date", which shall be JULY 1, 2013. The Initial Term shall expire three years from, to-wit: JUNE 30, 2016 at midnight (the "Expiration Date"). Tenant is hereby granted and shall, if not at the time in default under this lease agreement, have an option to renew the term of this lease for two additional one (1) year term from the termination date hereof. This option shall be exercised only by Tenant delivering to Landlord in person or by United States registered or certified mail on or before six (6) months expiration of the initial term written notice of Tenant's election to renew the term of this lease as herein provided.

1.03 POSSESSION Tenant agrees to accept the Premises in their present "as is" condition. If Landlord is unable to give possession of the Premises to Tenant on the Commencement Date because a tenant or occupant remains in possession of the Premises without the consent of Landlord, Landlord shall not be liable for failure to give possession of the Premises on the Commencement Date. No such failure to give possession of the Premises on the Commencement Date shall affect the validity of this Lease or extend the Term hereof beyond the

Expiration Date; provided however, Tenant shall not be required to pay rent for the period during which Landlord is so prevented from giving possession of the Premises to Tenant .

1.04 PERSONAL PROPERTY OF TENANT Upon expiration of the Term Tenant shall remove from the Premises Tenant's movable personal property; provided, however, that Tenant shall repair any damage to the Premises occasioned by such removal. All improvements to the Premises which are fixtures shall become the property of the Landlord immediately upon becoming affixed to the realty and shall not be removed without Landlord's prior written consent. If such property of Tenant as Tenant fails to remove from the Premises after the termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord in any manner whatsoever without accounting to Tenant for the same or being liable in any way to Tenant for such disposition.

ARTICLE II RENT

2.01 ANNUAL BASE RENTAL Tenant shall pay to Landlord, at Landlord's address as specified herein, or at such other place as Landlord shall designate in writing, the following: (1) The initial base rent for the Initial Term shall be \$24,000.00 per annum payable in equal monthly installments of \$2,000.00 (2) The parties hereto agree that the rent shall be due on the first day of each month, in advance, and without deduction or offset, and shall continue monthly until the expiration of the Initial Term. After the Initial Term, if Tenant exercises Tenant's option, rent shall increase by three (3%) percent. The rent schedule shall be as follows:

Initial Term:	\$2,000.00 per month commencing July 1, 2013.
Option Year 1:	\$2,060.00 per month commencing July 1, 2017.
Option Year 2:	\$2,121.80 per month commencing July 1, 2018.

2.03 SECURITY DEPOSIT At the execution of this Lease Tenant shall deposit with the Landlord the sum of TWO THOUSAND DOLLARS (\$2,000.00) as security for the faithful performance of all of the terms and conditions of this Lease by the Tenant. The deposit will be used at the sole discretion of the Landlord, and shall not bear interest.

2.04 LATE PAYMENT Tenant acknowledges that if Rent is not paid when due Landlord will be required to spend time and money collecting the Rent. Accordingly, Tenant agrees to pay a late fee of ten (10%) percent on all sums not paid within the ten (10) days of the date when due. Tenant hereby agrees to pay late fee of twenty (20%) percent of all sums not paid within twenty (20) days. The election by Landlord to collect a late payment fee on any past due payment of Rent shall not constitute a waiver of Landlord's right to declare a default for non-payment of Rent hereunder. In addition to the foregoing, Tenant shall pay as Additional Rent, within thirty (30) days of Landlord's demand therefore or sooner if otherwise specifically provided, each and every amount other than the annual Base Rental which Tenant shall be or become obligated to pay Landlord by reason of any provision of this Lease. As used in this Lease, the word "Rent" shall include Annual Base Rental and Additional Rent.

2.06 HOLDING OVER If Tenant remains in possession of the Premises after expiration of the Term, with Landlord's passive acquiescence but without express agreement of the parties. Tenant shall be a tenant at will at a monthly base rental rate equal to 200% of the last monthly installment of Annual Base Rental, in effect at the time of the expiration of the Lease plus 1/6 of the amount paid by Tenant as percentage rent for the prior calendar year under paragraph 2.02, but otherwise on the terms set forth herein, subject to Landlord's right to terminate said tenancy upon thirty (30) days written notice. There shall be no renewal of this Lease by operation of law.

ARTICLE III REPAIRS AND MAINTENANCE

3.01 LANDLORD AND TENANT MAINTENANCE AND REPAIRS. Tenant has inspected the premises and accepts same in "as is" condition. The premises must at all times in the future meet City and County codes. Tenant agrees to maintain premises in the same good order and condition they were at the commencement of this term, excepting only reasonable wear and tear arising from the use thereof, hereunder, make good to said Landlord, immediately upon damage to said Premises, its appliances, or appurtenance, or to said building caused by act or neglect of Tenant or any person in the employment or control of the Tenant. Tenant's responsibility shall also include, but not be limited to, repair and maintenance of exterior awnings, interior electrical lines, interior water lines, interior waste plumbing lines, heating and/or air conditioning systems, exterior doors and/or windows and glass associated with the latter two. Tenant shall not make any alterations or additions to the premises without Landlord's prior written consent. Landlord reserves the right to approve the contractor, subcontractor, or other workmen who are to effect said alterations or additions, or any repairs to all or any portion of the premises.

3.02 LANDLORD'S ACCESS After reasonable notice to the Tenant, Landlord and its designated agents and representatives may enter the Premises at all reasonable times for the purpose of inspecting the same or making necessary repairs thereto and performing any other work that may be necessary by reason of Tenant's failure to make such repairs or perform any such other work therein or thereon. Nothing herein shall imply any duty on the part of Landlord to do any such work, except as otherwise provided in the Lease and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any such work in or on the Premises, keep and store therein all necessary materials, tools, supplies, and equipment. Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment into or through the Premises or the Building during the course thereof and the obligations of Tenant under this Lease shall not be affected thereby. Except as may be otherwise specifically provided herein, Tenant shall reimburse Landlord for the cost of repair of all damage resulting from the willful action (whether proper or improper) or negligence of Tenant or any person suffered to be on the Premise or in the Building or on the Property by Tenant (except Landlord) or resulting from Tenant's failure to observe or perform any condition or covenant imposed upon Tenant by this Lease.

3.03 LOSS OR DAMAGE OF TENANT AND OTHERS Landlord shall not be liable for any damage to fixtures or other property of Tenant or others on the Premises caused by fire, theft, or hazards. Tenant does hereby expressly release Landlord from all liability for such damages, except as to the extent that such damages are caused by Landlord's negligence or willful misconduct, Landlord shall not be liable for any injury or damage to persons property resulting from fire explosion, steam, gas, electricity, sprinklers, water, rain leaks from any part of the Premises or from the pipes, appliance or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by janitors, custodians or any other persons in the Premises, occupants of adjacent property, occupants of the Building, or the public, or caused by operations in construction of any private, public, or quasi-public work. Landlord shall not be liable to Tenant or Tenant's employees or invitees for any latent defect in the Premises or in the Building, and Landlord shall not, in any event, be responsible for loss or damage resulting from defects in the improvements made to the Premise by Tenant. All property of Tenant or others kept or stored on the Premises shall be so kept or stored at the risk of Tenant in, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by tenant's insurance carrier, unless such damage shall be caused by the willful act or negligence of Landlord. Tenant shall hold Landlord harmless from and indemnify Landlord against all liabilities, damages, costs, expenses (including the reasonable attorneys' fees and costs), cause of action, suit, demands, judgment and claims of any nature whatsoever arising in connection with or resulting from Tenant's use and occupation of the Premises and shall discharge prompt any judgment or compromise rendered against or suffered by Landlord, as a result of anything indemnified against hereunder and shall reimburse Landlord, for any and all costs, fees or expenses incurred or paid by Landlord (including, without limitation, attorneys' fees) in connection with the defense of any action or claim.

ARTICLE IV INSURANCE AND CASUALTY

4.01 GENERAL REQUIREMENTS each liability insurance policy required by Tenant hereunder shall:

- (A) Name landlord and Mortgagee (if required by Mortgagee) as an insured party, if so specified in the provision of the lease requiring the policy;
- (B) Provide that the policy cannot be canceled as to Landlord except after the insurer gives Landlord ten (10) days written notice of cancellation;
- (C) Provide that the policy cannot lapse if it is not renewed for any reason except after the insurer gives Landlord ten (10) days written notice of the change;
- (E) Not be subject to cancellation as to Landlord by reason of any act or omission of Tenant or any of Tenant's employees or agents without ten (10) days written notice to Landlord;
- (F) Contain a provision permitting Tenant to waive all rights of recovery and claims by way of subrogation, substantially in the following form; "This insurance policy shall not be canceled should the insured waive in writing prior to any loss any or all right of recovery against any party for loss covered by this policy which might have the effect of reducing the loss payable under any of the policies required of Tenant by this Lease.

A certificate of insurance or duplicate original of all policies required by this Lease to be carried by Tenant shall be delivered to Landlord at lease fifteen (15) days prior to the time such insurance is first required to be carried by Tenant and thereafter at least fifteen (15) days prior to the expiration or cancellation of any such policy. In the event Tenant fails at any time during the Term to obtain such insurance or to provide such evidence thereof, Landlord shall have the right, but not the duty to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof as Additional Rent when the next payment of Annual Base Rental is required to be made.

4.02 PUBLIC LIABILITY INSURANCE Tenant shall procure and maintain in full force and effect public liability insurance insuring against all liability of Tenant and Tenant's employees and agents arising in, on, or about the Premises, or from or in connection with Tenants use or occupancy of the Premises, or Tenant's contractual liabilities pursuant to this Lease, with liability limits of One Million Dollars (\$1,000,000.00) for injury or death to any one person or less than Three Million Dollars (\$3,000,000.00) for injury or death to any number of persons in any one occurrence or less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. In the event that landlord reasonably determines that additional insurance is required, Landlord shall notify Tenant of the form of such additional insurance, and Tenant shall provide insurance within fifteen (15) business days after receipt of said notice. Tenant shall pay the cost of all insurance coverage which Tenant is required to procure and maintain under this Lease.

The public liability insurance as provided for in this subsection shall be increased and adjusted so that the limits shall be increased, at least every five (5) years, so that the increase in the Consumer Price Index shall be reflected in the increase of the liability insurance rounded to the next highest hundred thousand dollar increment. At no time shall the limits of the liability insurance be less than One Million Dollars (\$1,000,000.00) for injury or death to any one person or less than Three Million Dollars (\$3,000,000.00) for injury or death to any number of persons in any one occurrence or less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. The Tenant hereby agrees that the sidewalks shall be Tenant's responsibility and Tenant shall specifically contact with his liability insurance carrier that the adjacent sidewalks are part of the insured premises. Tenant acknowledges that it is his sole responsibility to keep the sidewalks in front of adjacent to the demised premises clean and clear of any debris or rubble, filth or dirt, and that the Tenant shall remove any snow and/or ice that may accumulate on said sidewalks.

4.03 HAZARD INSURANCE Tenant shall procure and maintain in full force and effect insurance against loss or damage to Tenant's improvements and the furniture, fixtures, equipment and personal property located in the premises.

4.04 WORKER'S COMPENSATION Tenant shall maintain and keep in force all employee compensation insurance required under applicable Worker's Compensation Acts.

4.05 CASUALTY INSURANCE Landlord shall keep the Building to be insured against damage or destruction by fire and other perils embraced within the term "extended coverage" in an amount not less than eighty percent (80%) of the replacement value of the improvements above

foundation walls. In the event that the whole or part of the Building should be partially or totally, destroyed by fire or any other casualty covered by a standard extended coverage endorsement after the Commencement Date. Landlord shall restore the same or cause the same to be restored without necessary delay; provided, however, that if the Premises or the Building should be so damaged that the cost of repairs would exceed sixty (60%) percent of the replacement value thereof, Landlord may elect to either repair or rebuild the Premise or the Building or to terminate this lease upon giving thirty (30) days notice of such election in writing to Tenants within ninety (90) days after the happening of the event causing the damage; provided that, anything contained herein to the contrary notwithstanding, in the event that Landlord shall determine that the costs of repairing or rebuilding the Premises shall exceed the amount of the insurance award payable with respect to such casualty, Landlord shall not be obligated to repair or rebuild Premise.

During any period commencing upon the date of any such damage or destruction and ending upon the date of reoccupancy by Tenant, The Annual Base Rental and any other charges payable under this Lease shall abate in the proportion that the part of Premises which shall be untenable shall bear to the whole. The term "date of reoccupancy by Tenant", as used herein, shall be the earlier of the following:

(A) the date upon which Tenant shall reopen for business in that part of the Premises rendered untenable by such damage or destruction; or the date which shall be thirty (30) days after the date of completion of any repairs rebuilding and restoration required by Landlord herein.

4.06 WAIVER OF SUBROGATION Each party waives, for itself, its insurance company, and its employees and agents, any and all rights of recovery and claims by way of subrogation, against the other party, or his agents or employees, for the full amount of any loss to the extent covered by an insurance.

ARTICLE V USE

5.01 USE OF PREMISES The Premises are leased for use as a restaurant/bar. Tenant, at its sole expense, shall comply with all of the requirements of all municipal, state and federal authorities now or hereafter in force pertaining to the Tenant's use of the Premises. Tenant shall not commit waste on the Premises or do anything which shall cause a cancellation of any Landlord's insurance rates to be increased, Tenants will, on demand, pay to Landlord the amount of such increase

5.02 RULES AND REGULATIONS. Tenant shall observe such reasonable rules and regulations established by Landlord for all tenants in the Building. Tenant's failure to keep and observe such rules and regulations shall constitute a breach of this Lease. Landlord reserves the right from time to time to amend supplement said rules and regulations and to adopt and promulgate additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant shall comply with and observe all such rules and regulations and amendments thereof. All of such rules shall be commercially reasonable. Landlord shall not be liable to Tenant or its employees or invitees because of the failure of any other tenant to observe

the Rules and regulations . All Rules and regulations shall apply uniformly to all business in the Building.

ARTICLE VI
DEFAULT

6.01 EVENTS OF DEFAULT The following shall constitute events of default hereunder:

(A) Tenant fails to pay any installment of Rent within ten (10) days of receipt of notice that said Rent is due.

(B) Tenant defaults for thirty (30) days after written notice thereof in performing any other of its obligations hereunder;

(C) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty days after written notice from Landlord to Tenant to obtain such removal;

(D) any bankruptcy, insolvency, or other debtor relief proceeding, whether voluntary or involuntary, is instituted respecting Tenant under any present or future law and the trustee in bankruptcy or the Tenant, if the debtor in possession does not affirm this Lease and provide Landlord with adequate security within sixty (60) days thereafter.

(E) Tenant makes an assignment for benefit of creditors.

(F) Tenant's effects should be levied upon or attached under process against Tenant; and not satisfied or dissolved within sixty (60) days after written notice from Landlord to Tenant to obtain satisfaction thereof; or

(G) Tenant vacates the premises or fails to conduct its regular, routine business therein during normal business hours for a period of more than forty-eight (48) consecutive days except where Tenant's failure is due to acts of God, natural disaster, acts of negligence by Landlord, or other conditions beyond Tenant's reasonable control.

6.02 Remedies Upon the occurrence of any event of default, Landlord shall have the option to do any of the following (in addition to and not in limitation of any other remedy permitted by law or by this Lease):

(A) Terminate this lease, in which event Tenant shall immediately surrender the premises to Landlord; but if Tenant shall fail to do so, Landlord may without further notice and without prejudice to any other remedy Landlord may have for possession or arrearage in Rent, enter upon the Premises and expel or remove Tenant and its effects, by force if necessary without being guilty of trespass, forcible entry and detainer, or any other tort or otherwise liable to prosecution or any claim for damages thereof. Tenant shall have ten (10) days thereafter to remove any personal property belonging to Tenant which remains on the Premises. Thereafter, all such personal property shall become the property of Landlord.

(B) With or without terminating this Lease and without notice to Tenant, and without being guilty of trespass, forcible entry, detainer, or other tort, enter upon the Premises change the locks, and re-let the Premises or any part thereof, without advertisement, by private negotiation, and for any term and rental rate which Landlord in its sole discretion determines. In the event of such re-entry, Landlord may re-let the Premises to such tenant or tenants for such term or terms as Landlord may elect, without being obligated to do so, and in the event of a re-letting shall apply the rent therefrom first to the payment of Landlord's expenses, including attorney's fees incurred by reason of Tenant's default, and the expense of re-letting including but not limited to the repairs, renovations or alteration of the Premises, and then to the payment of Rent and all other sums due from Tenant hereunder. Tenant shall remain liable for any deficiency, which shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

C) Landlord shall have right to terminate this lease by giving written notice to Tenant and accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable 15 days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty of any kind. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for Property and credit any amounts received to Tenant, less the following:

- 1) reimbursement for all expenses incurred as a result of Tenant's failure to perform under lease;
- 2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions, and
- 3) the costs of altering, dividing, painting, repairing, and replacing Property to accommodate new tenant.

Any amount accelerated by the Landlord under this subsection shall be reduced to present value.

All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous breach. In addition, Landlord may, as agent of Tenant, do whatever Tenant is obligated to do by the provisions of this Lease and may enter the Premises, without being liable to prosecution or any claim for damages therefor, in order to accomplish this purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in effecting compliance with this Lease on behalf of Tenant, including attorneys' fees, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, unless caused by the gross negligence or willful misconduct of Landlord.

6.03 NO OBLIGATION TO ACCEPT A TENDER. Landlord shall have no obligation to accept a tender of Rent by Tenant after the occurrence of an event of default by Tenant and the expiration of any applicable grace period.

ARTICLE VII
ASSIGNMENT AND HYPOTHECATION

7.01 ASSIGNMENT AND SUBLETTING BY TENANT Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord; provided, however, if Landlord consents to any assignment, Tenant shall remain primarily liable and responsible under the Lease unless Landlord specifically agrees in writing to the contrary. Tenant may not hypothecate or encumber this Lease.

7.02 ASSIGNMENT BY LANDLORD. Landlord may assign by way of security or otherwise this Lease or any part hereof or any right hereunder without Tenant's consent, and any such assignment by Landlord or its entire interest in the Premises, and its entire rights under the Lease (other than a security assignment) shall relieve Landlord of any further obligation hereunder, except for obligations accrued at the time of such assignment.

7.03 AGREEMENT TO SUBORDINATE. The Lease shall be and hereby is made subject and subordinate at all times to the lien or security title of any mortgage granted by Landlord which may now or hereafter affect the real property of which the Premises forms a part, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof provided that such mortgage shall state that the rights of Tenant under the Lease shall not be terminated, and the possession of Tenant shall not be disturbed so long as Tenant is not in default hereunder. While this provision shall be self-execution upon Landlord's written request, Tenant agrees to execute and deliver, in recordable form, a separate written agreement, satisfactory to the holder of any such mortgage, evidencing such subordination. The term "mortgage" as used in this Lease shall include deed of trust and deeds to secure debt. In the event of foreclosure of any such mortgage or sale of the Premises under the power contained herein, Tenant shall attorn to and accept the purchaser at any such sale as Landlord for the balance of the then remaining term of this Lease, subject to all of the terms and conditions of the Lease, including the right to renew.

7.04 NOTICE TO MORTGAGE. If Landlord shall notify Tenant of the placing of any mortgage against the Premises, Tenant agrees that in the event of any act or omission by Landlord or any other occurrence which would give Tenant the right to terminate this Lease, to claim a partial or total eviction, or to reduce any rental payments hereunder, Tenant shall not exercise any such right (a) until it has notified in writing the holder of any mortgage which at the time shall be a lien on the Premises and of which it has notice, of such act or omission, (b) until a reasonable period, not exceeding thirty (30) days, for commencing the remedying of such act or omission shall have lapsed following the giving of such notice, and (c) Landlord or such holder, with reasonable diligence, shall not have so commenced and continued to remedy such act or

omission or cause the same to be remedied.

ARTICLE VIII
CONDEMNATION

8.01 THIS ARTICLE TO GOVERN. In the event that all or any part of the Premises shall be taken or condemned by any public or quasi-public authority under the power of eminent domain, or in the event of any transfer of all or any part of the Premises made in avoidance of any exercise of the power of eminent domain during the Term, the rights and obligations of Landlord and Tenant with regard to such condemnation, including rights to the award therefrom, shall be as provided in this Article VIII.

8.02 SUBSTANTIAL TAKING. In the event of a permanent taking of the entire Premises, or a taking of so much of the physical area of the Premises that the remainder cannot be economically and feasibly used by Tenant, this Lease shall terminate as of the date of condemnation, as defined in Section 8.05 below, and the Rent shall be apportioned to such termination date.

8.03 PARTIAL TAKING. If only a portion of the Premises shall be taken, this Lease shall remain in effect, and the Annual Base Rental payable by Tenant hereunder shall be reduced, effective as of the taking of possession by the condemning authority, in proportion to the reduction in net square footage of the Premises by reason of such taking.

8.04 ALLOCATION OF AWARD. All that portion of the award received from the appropriation of land and improvements shall be paid to Landlord. Tenant shall be entitled only to any portion of the award attributable to loss of or damage for cessation or interruption of Tenant's business for the cost of relocation, provided that such damages are set forth in a separate award to Tenant or are separately broken out in a single award. Any remainder of the award shall be the property of Landlord.

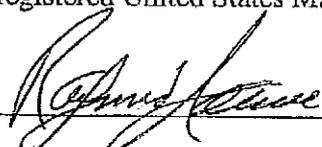
8.05 DATE OF CONDEMNATION. The "date of condemnation" shall mean (a) the day on which actual physical taking of possession pursuant to the exercise of said power of eminent domain, or private purchase in lieu thereof, occurs, or (b) the date of settlement or compromise of the claims of the parties thereto during the pendency of the exercise of said power, whichever first occurs, and the property shall be deemed condemned on said date.

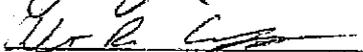
ARTICLE IX
MISCELLANEOUS

9.01 EXPIRATION. Upon the expiration Date at any or earlier termination of the Term, Tenant shall surrender the Premises, together with alterations, additions and improvements then as part thereof, in good order and condition except for ordinary wear and tear, repairs required to be made by Landlord and loss or damage by fire, the elements and other casualty covered by Landlord's insurance.

9.02. SIGNS. All rights to placing signs on or in the demised premises are reserved to the Tenant. Tenant shall place no signs or advertising matter of any description upon any portion of the Building (interior or exterior) unless the same are permitted under all local laws and ordinances.

9.03 NOTICES. All notices, elections, demands, requests and other communications hereunder shall be in writing, signed by the party making the same and shall be delivered in person or sent by certified or registered United States Mail, postage prepaid, or sent via courier, addressed as follows:

LANDLORD:  _____

TENANT:  _____

9.04 EXPIRATION Upon the Expiration Date at any or earlier termination of the Term, Tenant shall surrender the Premises, together with alterations, additions and improvements then a part thereof, in good order and condition except for ordinary wear and tear, repairs required to be made by Landlord and loss or damage by fire, the elements and other casualty covered by Landlord's insurance.

9.05 SIGNS All rights to placing signs on or in the demised premises are reserved to the Tenant. Tenant shall place no signs or advertising matter of any description upon any portion of the Building (interior or exterior) unless the same are permitted under all local laws and ordinances.

9.06 NOTICES All notices, election, demands, request, and other communications hereunder shall be in writing, signed by the party making the same and shall be delivered in person or sent by certified or registered United States Mail, postage prepaid, or sent via courier, addressed as stated above in Section 9.03 or at such address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given if notice is given by mail or the date of delivery is hand delivered.

9.07 NO WAIVER The failure by Landlord to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision or agreement. Any subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant timely to pay the particular Rent so accepted, regardless of Landlord's knowledge of such covenant, term, or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be specifically expressed in writing by Landlord.

9.08 ENTIRE AGREEMENT This Lease contains the entire agreement between the parties hereto, and no promises, agreements, conditions or stipulations not contained herein shall be binding upon either party hereto. No change or modification of this Lease shall be valid or binding upon the parties hereto unless such change or modification shall be in writing and signed

by the party against whom the same is sought to be enforced.

9.09 CAPTIONS The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, described, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope of intent of this Lease, or in any other way affect this Lease.

9.10 SUCCESSORS AND ASSIGNS This Lease, and each and every provisions hereof, shall be binding upon and shall inure to the benefit of Landlord and Tenant, their respective successors-in-title, legal representative, heirs and assigns, and each party hereto agrees, on behalf of itself, it successors, successors-in-title, legal representatives, heirs and assigns, to execute any instruments which may be necessary or appropriate to carry out and execute the purposed and intentions of this Lease, and hereby authorizes and directs its successors-in-title, legal representatives, heirs and assigns, to execute any and all such instruments. Each and every successor in interest to any part hereto, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Lease.

9.11 SEVERABILITY In the event any provisions of this Lease is held to be invalid or unenforceable, such invalidity or enforceability shall not affect the validity or enforceability of any other provisions hereof.

9.12 ESTOPPEL CERTIFICATE Upon ten (10) days written notice and request of Landlord, Tenant shall certify in writing the status of the Lease and the rental payable hereunder. Such certificate shall be in a form reasonably satisfactory to any governmental authority or public agency or to a prospective purchaser from, or assignee or sublessee of, or holder of a security instrument executed by Landlord. Such certificate shall certify the commencement date of the Term and the anticipated termination date thereof, whether or not this Lease is in full force and effect; whether or not this Lease has been amended or modified, and if so, in what manner, the date through which Annual Base Rental payments have been made; whether or not there or not there are any known defaults under this Lease, and if so, specifying the particulars of such default and the action required to remedy it; and whether or not there are any set-offs against or defenses to the enforcements of the terms and conditions of this Lease, and if so, Specifying the particulars of such set-offs or defenses.

9.13 RECORDING This Lease does not convey any estate in land but only a usufruct. This Lease shall not be recorded.

9.14 COUNTERPARTS This Lease may be executed in a number of counterparts, all of which shall for all purposed be deemed an original, binding on Landlord and Tenant.

9.15 APPLICABLE LAW This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

9.16 INDEMNITY BY TENANT Tenant shall protect, indemnify and save Landlord and Landlord's employees and agents harmless from and against all liabilities, damages, costs,

expenses (including the reasonable fees and disbursements of counsel), causes of action, suits, demands, judgments and claims of any nature whatsoever arising or resulting from (i) any action or negligence of Tenant or its employee, agents, customers, inciters or licensees, or (ii) any violation by Tenant of any agreement, representation, warranty, provision, term or condition of this Lease. Unless caused by the negligence or willful act or failure to act of Landlord its agents, employees or contractors. Tenant waives all claims against Landlord from damages to the property of Tenant resulting from the Building, the Premises, the Project, the Easement Area, or the common Area being about the Building, the Property, the Project, the premises or the common Area.

9.17 RELATIONSHIP OF PARTIES Nothing herein contained shall be deemed or construed by the parties hereto nor by any third parties as constituting Landlord a partner of Tenant in the conduct of Tenant's business, or as creating the relationship of principal and agent or joint ventures between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times during the Terms be and remain that of Landlord and Tenant only.

9.18 LIMITATION OF LIABILITY Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the property, and neither Landlord nor any officer, director, shareholder of Landlord shall have any personal liability whatsoever with respect to this Lease.

9.20 MULTIPLE TENANTS If Tenant is composed of more than one individual or entity, then all jointly and severally liable for the due and proper performance of Tenant's duties and obligations arising under or in connection with this Lease.

9.21 LITIGATION EXPENSE If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, including any proceeding in the United States Bankruptcy Court, the prevailing party in such proceeding will be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

9.22 THIRD PARTY BENEFICIARIES The provisions of this agreement are intended solely for the benefit of the parties and create no rights or obligations enforceable by any third party, including any creditor of the Company, except as otherwise provided by applicable law.

9.23 AUTHORITY Each individual executing this agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this agreement constitutes a legally binding obligation of the corporation or other entity that the individual represents.

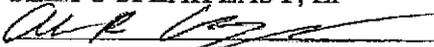
9.24 COUNSEL This agreement has been drafted by Thomas E. Hollis, Esq. of Lee, Black, Hart & Rouse, P.C. (the "Attorney"), who represents Landlord. Tenant understands that the Attorney can represent only one party in connection with this matter, that the Attorney represents Landlord and does not represent Tenant. Tenant hereby acknowledges that they have been advised by the Attorney that they should retain attorneys of their own choice in connection with

this matter.

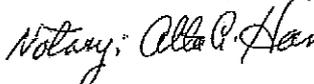
9.25 CONSTRUCTION While the parties hereto believe that the terms hereof are fair, reasonable and enforceable in all respects, it is agreed that any provision of this Agreement which is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This document shall be considered jointly drafted by both parties and any provision that may be alleged ambiguous shall not be allowed to be construed the ambiguous portion against the drafter of the document.

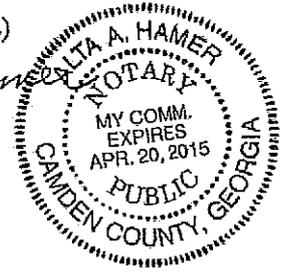
9.26 EXECUTION This Agreement is freely and voluntarily made by all of the parties after full and complete consideration of all relevant facts at hand, and in recognition of the benefits of each will accrue from the terms of this Agreement.

IN WITNESS WHEREOF, the Tenant has caused these presents to be executed under seal by a duly authorized officer, attested to, and its corporate seal affixed hereto and the Landlord has caused these presents to be executed by a duly authorized officer, attested to, and its corporate seal affixed on the day and year first above.

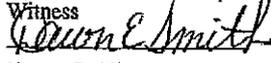
TENANT:
SLIM'S SPEAK EASY, LP
 (SEAL)
By: ALAN CARPER
Its: PARTNER

 (SEAL)
By: JOHN DINK
Its: PARTNER

Notary: 



As to Tenant, executed in the presence of:

Witness

Notary Public
Notary Public, Camden County, Georgia
My Commission Expires Sept. 10, 2014

LANDLORD:
JAIME ENTERPRISES, INC.

(SEAL)
BY: REYMUNDO JAIME
ITS: CEO/PRESIDENT

As to Landlord, executed in the presence of:

Witness

Notary Public

CITY COUNCIL MEETING
August 19, 2013

TITLE: St. Marys Convention & Visitors Bureau exploration of new welcome center location (400 Osborne Street).

PURPOSE: St. Marys Convention & Visitors Bureau requests to have approved exclusive use of the current DDA building, at the address of 400 Osborne Street, once the Economic Development team moves into City Hall offices.

RECOMMENDATION: At this point, we have been priced out of remaining in our current location. It is our intent to consider 400 Osborne Street as a viable option for the welcome center and we would like to gain the Council's approval for rent free use of the building prior to the next CVB board meeting, scheduled for August 27th, so that the board can make some decisions as to the future of the welcome center location. The CVB would pay all utilities for the building if we were allowed use. The monies gained from not paying rent would allow us to strengthen our budget in all areas with a big boost to the marketing budget, which would allow us to promote St. Marys as a tourist destination more effectively.

HISTORY/ANALYSIS:

We began our lease at \$650 per month including utilities. The following year we went to \$1,000 with a utility allowance of \$350 per month. The current lease, which expires on December 31, is at \$1,000 per month with the CVB paying all utilities. Notice of intent to move or stay is required by the end of September. The building owner has proposed another rent increase for the year. Her current proposal is for \$1,800 the first 6 months of the lease and \$2,250 the second six months of the lease. Her ultimate goal is to reach a monthly rent of \$2, 666 per month. She is not willing to extend the current terms of the lease beyond December.

Department Director: Angela Wigger

City Manager: _____

CITY COUNCIL MEETING
August 19, 2013

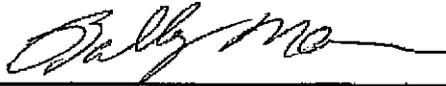
TITLE: ORANGE HALL – REPLACEMENT OF AIR CONDITIONING UNIT

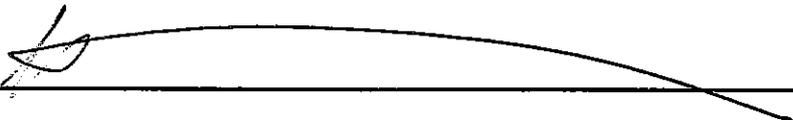
PURPOSE: To authorize the replacement of an air conditioning system at Orange Hall.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: One of the air conditioning units at Orange Hall has stopped working. Turner Brothers was contacted to work on the unit. However, once they checked it out, they determined that the unit was not repairable, but would need to be replaced. Therefore, the City advertised for bids for a replacement. The bid opening is scheduled for August 16, 2013. The bids received will be made available to the City Council for review prior to the Council meeting.

Since this is an unbudgeted expense, funding is proposed to come from SPLOST VI.

Department Director:  _____

City Manager:  _____

CITY COUNCIL MEETING

August 19, 2013

TITLE: SALARY INCREASE ADJUSTMENTS

PURPOSE: Request adjustments to Department line items for: Regular Employees, Overtime, FICA, Retirement, Workers Compensation and Contract Labor (Cemetery).

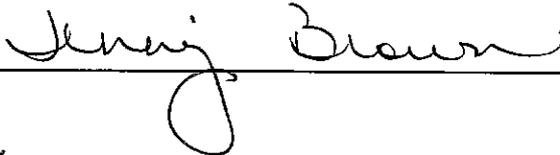
RECOMMENDATION: Approval

HISTORY/ANALYSIS: Council approved a salary adjustment for employees starting July 1, 2013 and a decrease in sale of leave to 50%. The funds to cover the salary increase were included in contingency in the FY 2014 budget. The attached ordinance transfers funds from contingency into the individual budget (adjusted by the decrease in sale of leave) to cover the July 1, 2013 adjustments only. Adjustments will be made for January 1, 2014 1.5% increase, approved by Council, once implemented.

Since the budget was implemented, the Cemetery maintenance was contract out. Adjustments were included to transfer funds from regular employees and overtime to contract labor and to the appropriate departments.

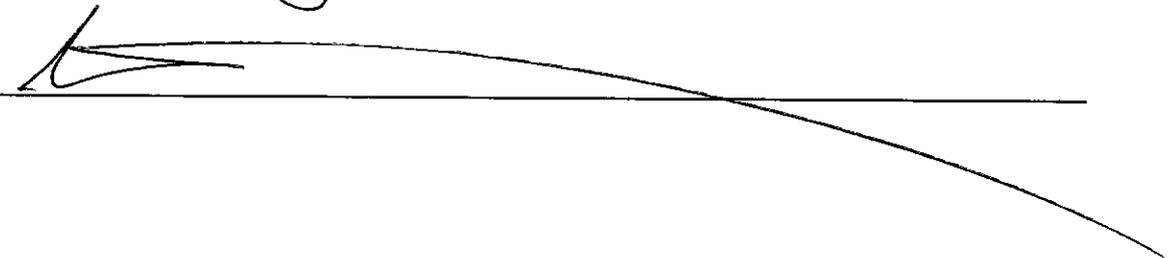
Department

Director:



City

Manager:



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

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

That it is necessary to amend the FY14 Budget to reflect the salary adjustment beginning July 1, 2013.

That the above transaction can be fulfilled by changing the following budget accounts in the General Fund, Water and Sewer, and Solid Waste:

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
-----------------------	-----------------------	-------------------	-----------------

See Attached

ADOPTED in legal assembly this _____ day of _____, 2013.

CITY OF ST. MARYS, GEORGIA

By: _____
William T. DeLoughy, Its Mayor

Attest: _____
Deborah Walker-Reed, Its City Clerk

BUDGET ORDINANCE SALARY ADJUSTMENTS

	ACCOUNT #	ADOPTED	NET CHANGE	PROPOSED
Legislative				
Regular Employees	51.1100	\$ 41,351	\$ 2,683	\$ 44,034
FICA (employer)	51.2200	\$ 8,473	\$ 205	\$ 8,678
Retirement (employer)	51.2400	\$ 5,791	\$ 188	\$ 5,979
Workers' Compensation	51.2700	\$ 320	\$ 48	\$ 368
Finance				
Regular Employees	51.1100	\$ 101,791	\$ (3)	\$ 101,788
FICA (employer)	51.2200	\$ 8,017	\$ -	\$ 8,017
Retirement (employer)	51.2400	\$ 24,841	\$ 91	\$ 24,932
Information Tech.				
Regular Employees	51.1100	\$ 100,867	\$ 588	\$ 101,455
FICA (employer)	51.2200	\$ 7,724	\$ 45	\$ 7,769
Retirement (employer)	51.2400	\$ 4,920	\$ 97	\$ 5,017
Workers' Compensation	51.2700	\$ 211	\$ 114	\$ 325
Human Resources				
Regular Employees	51.1100	\$ 74,957	\$ 3,092	\$ 78,049
FICA (employer)	51.2200	\$ 5,735	\$ 236	\$ 5,971
Retirement (employer)	51.2400	\$ 4,101	\$ 266	\$ 4,367
Workers' Compensation	51.2700	\$ 211	\$ 42	\$ 253
Municipal Court				
Regular Employees	51.1100	\$ 35,527	\$ 728	\$ 36,255
FICA (employer)	51.2200	\$ 2,741	\$ 56	\$ 2,797
Retirement (employer)	51.2400	\$ 2,508	\$ 42	\$ 2,550
Police Department				
Regular Employees	51.1100	\$ 1,264,981	\$ 26,377	\$ 1,291,358
FICA (employer)	51.2200	\$ 102,375	\$ 1,769	\$ 104,144
Retirement (employer)	51.2400	\$ 81,670	\$ 1,576	\$ 83,246
Workers' Compensation	51.2700	\$ 40,577	\$ 3,068	\$ 43,645
Fire Department				
Regular Employees	51.1100	\$ 849,761	\$ 41,946	\$ 891,707
FICA (employer)	51.2200	\$ 72,586	\$ 3,209	\$ 75,795
Retirement (employer)	51.2400	\$ 54,453	\$ 4,402	\$ 58,855
Workers' Compensation	51.2700	\$ 69,033	\$ 6,633	\$ 75,666

	ACCOUNT #	ADOPTED	NET CHANGE	PROPOSED
Public Works				
Regular Employees	51.1100	\$ 589,747	\$ 10,108	\$ 599,855
FICA (employer)	51.2200	\$ 46,646	\$ 684	\$ 47,330
Retirement (employer)	51.2400	\$ 33,942	\$ 451	\$ 34,393
Workers' Compensation	51.2700	\$ 51,297	\$ 2,475	\$ 53,772
Cemetery				
Regular Employees	51.1100	\$ 34,089	\$ (28,594)	\$ 5,495
Overtime	51.1300	\$ 529	\$ (400)	\$ 129
FICA (employer)	51.2200	\$ 2,608	\$ (2,193)	\$ 415
Retirement (employer)	51.2400	\$ 2,264	\$ (1,884)	\$ 380
Workers' Compensation	51.2700	\$ 1,053	\$ (903)	\$ 150
Contract Labor	52.3850	\$ 5,000	\$ 29,500	\$ 34,500
Senior Center				
Regular Employees	51.1100	\$ 54,104	\$ 3,057	\$ 57,161
FICA (employer)	51.2200	\$ 4,208	\$ 229	\$ 4,437
Retirement (employer)	51.2400	\$ 2,072	\$ 172	\$ 2,244
Workers' Compensation	51.2700	\$ 106	\$ 77	\$ 183
Library				
Regular Employees	51.1100	\$ 177,874	\$ 5,987	\$ 183,861
FICA (employer)	51.2200	\$ 13,608	\$ 458	\$ 14,066
Retirement (employer)	51.2400	\$ 10,025	\$ 356	\$ 10,381
Workers' Compensation	51.2700	\$ 527	\$ 69	\$ 596
Building Department				
Regular Employees	51.1100	\$ 70,342	\$ 1,369	\$ 71,711
Overtime	51.1300		\$ 400	\$ 400
FICA (employer)	51.2200	\$ 5,422	\$ 64	\$ 5,486
Retirement (employer)	51.2400	\$ 3,841	\$ 35	\$ 3,876
Workers' Compensation	51.2700	\$ 910	\$ 727	\$ 1,637
Planning Department				
Regular Employees	51.1100	\$ 101,477	\$ 8,687	\$ 104,007
FICA (employer)	51.2200	\$ 7,763	\$ 665	\$ 7,957
Retirement (employer)	51.2400	\$ 5,504	\$ 638	\$ 5,671
Workers' Compensation	51.2700	\$ 422	\$ 25	\$ 447
Economic Development				
Regular Employees	51.1100	\$ 81,931	\$ 3,745	\$ 85,676
FICA (employer)	51.2200	\$ 6,276	\$ 286	\$ 6,562
Retirement (employer)	51.2400	\$ 5,743	\$ 262	\$ 6,005

	ACCOUNT #	ADOPTED	NET CHANGE	PROPOSED
Economic Development				
Workers' Compensation	51.2700	\$ 211	\$ 67	\$ 278
Special Facilities				
Regular Employees	51.1100	\$ 13,909	\$ 436	\$ 14,345
FICA (employer)	51.2200	\$ 1,065	\$ 33	\$ 1,098
Workers' Compensation	51.2700	\$ 100	\$ 75	\$ 175
Contingency - General Fund	57.9100	\$ 199,000	\$ (134,661)	\$ 64,339
Tourism				
Regular Employees	51.1100	\$ 25,827	\$ 535	\$ 26,362
FICA (employer)	51.2200	\$ 1,984	\$ 41	\$ 2,025
Workers' Compensation	51.2700	\$ 225	\$ 103	\$ 328
Marketing		\$ 28,036	\$ (679)	\$ 27,357
Sewer				
Regular Employees	51.1100	\$ 605,881	\$ 37,126	\$ 643,007
FICA (employer)	51.2200	\$ 48,416	\$ 2,840	\$ 51,256
Retirement (employer)	51.2400	\$ 37,043	\$ 2,584	\$ 39,627
Workers' Compensation	51.2700	\$ 12,635	\$ 1,555	\$ 14,190
Contingency - Sewer	57.9200	\$ 65,000	\$ (44,105)	\$ 20,895
Water				
Regular Employees	51.1100	\$ 511,893	\$ 11,710	\$ 523,603
FICA (employer)	51.2200	\$ 41,991	\$ 895	\$ 42,886
Retirement (employer)	51.2400	\$ 31,706	\$ 727	\$ 32,433
Workers' Compensation	51.2700	\$ 13,688	\$ 1,405	\$ 15,093
Contingency - Water	57.9200	\$ 80,000	\$ (14,737)	\$ 65,263
Solid Waste				
Regular Employees	51.1100	\$ 54,564	\$ 1,057	\$ 55,621
FICA (employer)	51.2200	\$ 4,366	\$ (110)	\$ 4,256
Retirement (employer)	51.2400	\$ 2,703	\$ 53	\$ 2,756
Workers' Compensation	51.2700	\$ 200	\$ -	\$ 200
Contingency - Solid Waste	57.9300	\$ 28,112	\$ (1,000)	\$ 27,112

CITY COUNCIL MEETING
August 19, 2013

TITLE: NEW COPIER FOR CITY HALL

PURPOSE: To replace the copy machine that is located in the Finance Department

RECOMMENDATION: Approval

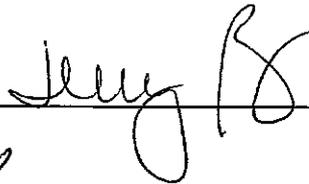
HISTORY/ANALYSIS:

The City requested quotes for a new copier for City Hall which was included in the FY 2014 budget. This copier is located in the Finance Department hallway, but is used by many departments because of its capabilities. It is not just a copier. It also scans, sorts, staples, and punches holes in documents. The current machine is used to print the Council packets, budget books, marketing material and flyers. Pamphlets for new utility customers and brochures for Tourism are also printed on this copier. Because of this volume of use our current machine has become inefficient. The current copier will be transferred to another department within the City for continued use.

Quotes were received from Herrin Document Systems, and Konica Minolta Business Solutions U.S.A, Inc. Both suppliers offer state contract pricing. After comparing the offers made by the two companies, it was determined that Konica has the best value for the lease and maintenance agreement.

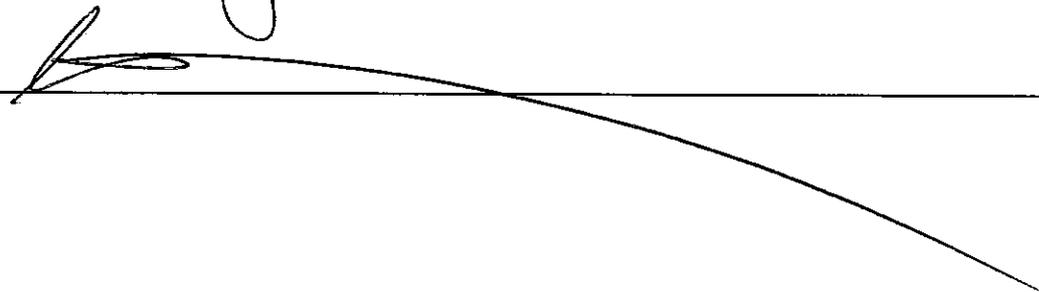
Department

Director: _____



City

Manager: _____



August 6, 2013

To: Jennifer Brown – Finance Director

From: Amy Peebles – Bookkeeper

Re: Copier Quotes

Quotes were received from Herrin Document Systems and Konica Minolta Business Solutions U.S.A., Inc. for a copier to replace the current one in the Finance Department.

Vendor	Product	Buy-Out	Lease Options
Herrin	Sharp MX-6240N	\$7,699.00	48 Month - \$179.00*
Herrin	Sharp MX-6240n	\$10,500.00	48 Month - \$244.00**
Konica Minolta	Bizhub C654	\$8,093.42	48 Month - \$210.43***

The Sharp MX-6240N is 62 PPM black & white and 62 PPM color. Stapling, 2/3 hole punch, up to 8500 sheet paper capacity.

The Bizhub C654 is 65 PPM black & white and 60 PPM color. Stapling, 2/3 hole punch, up to 6650 sheet capacity.

Maintenance estimates for 1 years based on last year's usage.

Herrin - *Maintenance = \$3,319.78

Herrin **Maintenance = \$2,738.66

Konica Minolta ***Maintenance = \$2,022.96

Konica-Minolta offers the lowest buy-out option, but Herrin offers the lowest lease option. Konica-Minolta does guarantee their maintenance pricing for 5 years.

	Buy Out	Lease	Maintenance	Buy Out + Maintenance	Lease + Maintenance
Herrin	\$ 7,699.00	\$ 8,592.00	\$ 3,319.78	\$ 11,018.78	\$ 11,911.78
Herrin	\$ 10,500.00	\$ 11,712.00	\$ 2,738.66	\$ 13,238.66	\$ 14,450.66
Konica	\$ 8,093.42	\$ 10,100.64	\$ 2,022.96	\$ 10,116.38	\$ 12,123.60

Amended quote which includes a 48 month lease option for the bizhub C654. The bizhub C552 was discontinued from the current St. of GA contract for the term July1, 2014 through June 30, 2015

Part Number	Item Description	State of GA Purchase Price	60 Month Term Costs	48 Month Term Costs
	Configuration			
A0P0011	bizhub C654 - Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HD, 6,650 sheet paper capacity with the LU-30, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Optional Authentication Device Connection, Service USB Firmware Updates, Black Drum, Black Developing Unit and CMY Imaging Units.	\$6,321.62	\$137.18	\$164.36
A03N0Y1	LU-301 Large Capacity Unit	\$492.35	\$10.68	\$12.80
A2Y1WY1	FS-535 100-Sheet Stapling Finisher	\$1,011.92	\$21.96	\$26.31
A2YRW11	PK-521 2/3 Hole Punch Unit (FS-535)	\$267.53	\$5.81	\$6.96
Total Purchase Investment		\$8,093.42		
60 Mo. Monthly Payment			\$175.63	
48 Mo. Monthly Payment				\$210.43

Delivery, Installation and Training included in the pricing

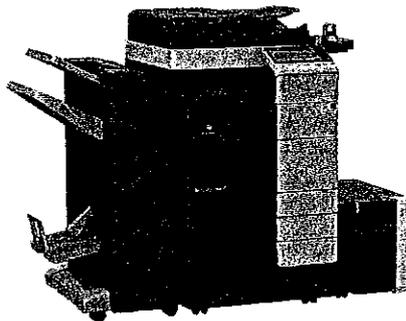
Maintenance Includes: All Parts, Labor, Travel Time, Toner and STAPLES.

Zero base minimum

BW copies and prints .00812 each

Color copies and prints .04568 each

Maintenance pricing is guaranteed for 5 yrs.



Program Highlights

- ⇒ Herrin Document Systems will never charge for a Documentation Fee, Lease Origination Fee, Delivery, Set-up or a Fuel Surcharge Fee. We appreciate that our customers choose to do business with us and we choose not to pass on various charges to "you" the customer.

- ⇒ The Total Supply & Maintenance Agreement (TSMA) will include on-site service, all parts, labor, drums and all toners. The new machine would be put on a separate maintenance agreement.

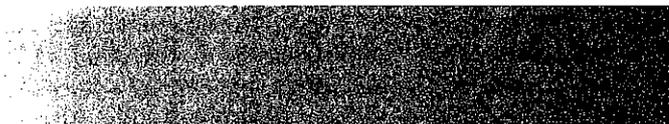
- ⇒ Quote is valid through 08-24-13, all payments are plus applicable tax

⇒ **Suggested Retail on the Sharp MX-6240N is as follows:**

MX-6240N Main Unit \$26,500.00
MX-FN19 Finisher \$3,050.00
MX-PN12B Hole Punch 850.00
Suggested Retail \$30,400.00

Total Retail -Fully Configured - \$30,400.00
NJPA Discount -\$19,900.00
Net Purchase Price \$10,500.00

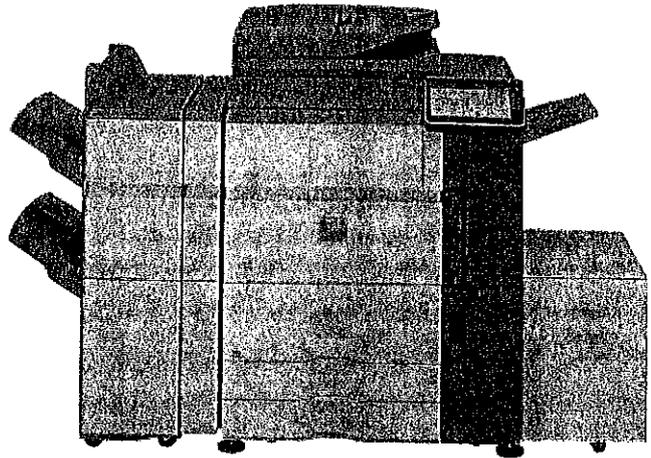
Lease Option	24 Mo.	36 Mo.	48 Mo.
FMV Lease Term	\$447.00	\$294.00	\$244.00
Outright Purchase Price	\$10,500.00		
Total Supply & Maintenance Agreement	\$0.0095 B/W & \$0.064 Color		



Proposed Equipment

SHARP

MX-6240N (NEW)



- 62 PPM B/W and 62 PPM Color Printing/Copying Speed
- 150-Sheet Duplex Single Pass Document Feeder
- Up to 11 x 17 capability
- 5 GB RAM Standard and 1.8GHz Processor
- (2) Two Tandem Paper Trays (2,000 Sheets)
- (2) Two 500 Sheet Paper Trays
- 1200 x 1200 DPI Enhanced Resolution
- Prints/copies on up to 110 lb. Cover Paper
- Large 10.1" Color High Resolution Touch Panel Display
- Network Printing & Scanning (Standard Feature)
- 50 Sheet Stapler Finisher
- Two and Three Hole Punch
- True Adobe Postscript (for enhanced image quality)
- Latest version Sharpdesk 3.3 Software Included
- 66% Less Time Spent for Automatic Adjusting Time



Georgia

GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACT FOR HIGH CAPACITY MFDs
(SEGMENTS 5+)

USER AGENCY LEASE AGREEMENT	
Contractor's Full Legal Name:	Konica Minolta Business Solutions USA, Inc.
Contractor's Statewide Contract #:	00000-001-SP00000042-0002
User Agency Name:	City of St. Marys Georgia
User Agency Billing Address:	418 Osborne Street, St. Marys, GA 31558

WHEREAS, the Georgia Department of Administrative Services ("DOAS") on behalf of the State of Georgia (the "State") established the above referenced Statewide Contract by and between DOAS and Contractor;

WHEREAS, the User Agency desires to lease equipment from Contractor in accordance with the terms of the Statewide Contract and this User Agency Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- EQUIPMENT AND SERVICES.** Pursuant to the terms and conditions of the Statewide Contract, Contractor agrees to lease to User Agency the Equipment identified in the Equipment Schedule attached hereto as Attachment 1 and incorporated herein by reference (collectively and individually, the "Equipment"). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Contractor agrees to provide to the User Agency the installation and maintenance and other services described in the Statewide Contract.
- TERM AND RENEWAL.** The initial term of this User Agency Lease Agreement shall begin on the Effective Date and end on June 30th of the then-current State fiscal year (July 1 – June 30). Thereafter, the User Agency Lease Agreement may be renewed at the sole discretion of the User Agency on a year-to-year basis (one renewal term at a time) for the period of time identified in Attachment 1. User Agency may, at its sole option, renew as to all of the Equipment and services to be provided hereunder or as to only selected Equipment and services. The terms and conditions of this User Agency Lease Agreement shall apply during any and all renewals.
- SHIPPING AND DELIVERY.** Contractor shall pay for packing, crating, and shipping of the Equipment to and from the User Agency and shall install the Equipment at the User Agency's premises at no cost to the User Agency. Shipment/Delivery shall be FOB: Destination.
- PAYMENT AND ACCEPTANCE.** User Agency agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the User Agency as hereinafter provided. Contractor shall not invoice User Agency in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any services in accordance with the

schedule set forth in the Statewide Contract or the time specified in Attachment 1 (whichever is later). Unless otherwise agreed to by Contractor and the User Agency, Contractor shall provide written notification of completion of the delivery, installation and any other required services to the User Agency ("Delivery/Installation Notice"). User Agency shall have thirty (30) days from the date of receipt of the Delivery/Installation Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of acceptance by the User Agency, the obligation to pay shall be effective on the first (1st) day of the Acceptance Period. The failure of the User Agency to issue an acceptance or rejection notice on or before the end of the Acceptance Period shall be deemed an acceptance of the Equipment or services. In the event User Agency issues a rejection notice, Supplier shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. User Agency shall not unreasonably withhold or delay such acceptance or rejection.

- 5. TERMINATION.** Termination of this User Agency Lease Agreement shall be governed by the following provisions:
- a. Each party has the right to terminate this User Agency Lease Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Contractor shall provide prompt written notice to DOAS of any and all default notices sent to a User Agency.
 - b. Provided that Contractor is in default of this User Agency Lease Agreement, User Agency may terminate this User Agency Lease Agreement, in whole or in part, by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
 - c. User Agency may terminate this User Agency Lease Agreement, in whole or in part, immediately, without notice, if: (i) User Agency deems that such termination is necessary to prevent or protect against fraud or otherwise protect User Agency's personnel, facilities or services; or (ii) Contractor is debarred or suspended from performing services on any public contract(s).
 - d. If User Agency terminates this User Agency Lease Agreement for convenience prior to the expiration of the current fiscal year term, or if Contractor terminates this User Agency Lease Agreement as set forth in subsection (a) above, then User Agency will be responsible for the payment of all amounts remaining in the unexpired portion of the current term, plus any unpaid invoices unless those invoices are in dispute.
- 6. EQUIPMENT RETURN.** Unless title to the Equipment is transferred to the User Agency as provided in the Statewide Contract, Equipment will be returned to Contractor in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted. Upon the termination or expiration of this User Agency Lease Agreement, Contractor shall promptly return to User Agency all papers, materials and other property of User Agency then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is composed of software, and in machine-readable and printed formats to the extent such work is composed of documentation). Contractor will work with State Entity to comply with all State laws, rules and standards, including the Georgia Technology Standard SS-08-035.01 "Media Sanitization – Vendor Return" (or any successor policy) to facility the electronic wiping or physical removal of the hard drive from the Equipment at a cost that does not exceed the Contractor's published price for such services under the Statewide Contract.

7. **FUNDING.** The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exists or is determined to be insufficient, this User Agency Lease Agreement shall terminate without further obligation of the User Agency as of that moment. The determination of the User Agency as to the occurrence of the events stated herein shall be conclusive; User Agency represents, however, that it will use reasonable care that the termination of this User Agency Lease Agreement will not be frivolous, but rather will result from a reduction of funding.
8. **PURCHASE OPTION.** User Agency, at its sole discretion, shall have the option to purchase leased equipment at pricing mutually agreeable to User Agency and Contractor but not to exceed the following:

If the equipment is leased for...	Then the purchase price at the end of the full lease term shall be no more than.
36 months	15% of original purchase price
48 months	13% of original purchase price
60 months	10% of original purchase price

9. **TAXES.** All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, neither DOAS nor the User Agency makes any representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, User Agency will provide a certificate of tax exemptions which apply to this User Agency Lease Agreement.
10. **ASSIGNMENT.** Contractor shall not assign or subcontract the whole or any part of this User Agency Lease Agreement.
11. **WAIVER AND SEVERABILITY.** The waiver by User Agency of any breach of any provision contained in this User Agency Lease Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this User Agency Lease Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this User Agency Lease Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this User Agency Lease Agreement have no substantive meaning or content and are not a part of this User Agency Lease Agreement.
12. **APPLICABLE LAW AND VENUE.** This User Agency Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

13. NOTICES. All notices, requests, or other communications excluding invoices hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

USER AGENCY	CONTRACTOR
Name: City of St. Marys	Name: Konica Minolta Business Solutions Tom McMenemy
Title: Bookkeeper - Amy Peoples	Title: Senior Acct. Exe.
Address: 418 Osborne Street, St Marys, GA 31558	Address: 9143 Phillips Hwy, Suite 380 Jacksonville, FL 32256
Email Address: amy.peoples@stmarys.ga.gov	Email Address: tmcmenemy@knibs.konicaminolta.us

14. TITLE AND RISK OF LOSS. Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the User Agency shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is accepted by User Agency in accordance with Section 4 "Payment and Acceptance". Insurance during shipment and until the Equipment is accepted by User Agency is the responsibility of the Contractor.

15. ENTIRE AGREEMENT. This User Agency Lease Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this User Agency Lease Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this User Agency Lease Agreement effective the date first written above.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Address:	

USER AGENCY

User Agency's Full Legal Name: (PLEASE TYPE OR PRINT)	City of St. Marys
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Address:	418 Osborne Street St. Marys, GA 31558

**Attachment 1
48 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	Amy Peeples
Phone Number:	912-510-4044
Email:	amy.peeples@stmarysga.gov
User Agency Delivery Address:	418 Osborne Street, St. Marys, GA 31558
Delivery Date:	

48 MONTH LEASE TERM	
Total Lease Term:	48 MONTHS
Initial Term:	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Final Renewal:	July 1, through
	NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 48 months.
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
	Description:	Monthly Payment Amount:
Manuf./Model Name:	Dizhub C654-PS, PCL: xfs	
Serial Number:		164.36
Accessories/Additional Components:	large capacity unit	12.80
	stapling fixer	26.31
	hole punch	6.94
	Maintenance includes:	
	All parts labor travel toner	
	zero based minimum staples	
Services/Maintenance:	.00812 B/W .04568 color	
Total Monthly Payment (excluding per page click charges):		210.43

Maintenance guaranteed for 5 years.

PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)			
Black & White per page Click Charge:		Color per page Click Charge:	