



**CITY OF ST. MARYS, GEORGIA**

**August 20, 2012**

**PUBLIC HEARING**

**5:45 p.m.**

**NEW ALCOHOL LICENSES**

**“GREEN GOLF PARTNERS, LLC”**

**D/B/A OSPREY COVE GOLF COURSE, THE NEST AND THE COVE**

**CITY COUNCIL MEETING**

**6:00 p.m.**

**AMENDED  
AGENDA**

**I. CALL TO ORDER**

**II. INVOCATION:** *Councilmember Stasinis*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**QUORUM: YES\_\_\_ NO\_\_\_**

**V. APPROVAL OF MINUTES:** *August 6, 2012 Regular City Council Meeting Minutes*

**VI. PRESENTATION:**

**BOARD TERM EXPIRATION ANNOUNCEMENT**

- 1. Camden County Board of Education-Sex Education Instructional Materials Review Committee (*Shugart*) Term Expiration 8/25/12**

**VII. SET CONSENT AGENDA**

**VIII. APPROVAL OF THE AGENDA**

**IX. GRANTING AUDIENCE TO THE PUBLIC:**

**X. OLD BUSINESS:**

- A. GREEN GOLF PARTNERS, LLC THREE NEW ALCOHOL LICENSES:** *Osprey Cove Golf Course, The Nest and The Cove*

Council consideration to approve Green Golf Partners' Alcohol Licenses for the sale of beer, wine and spirituous liquor for on-premise consumption, with food

- B. BAIT SHOP LEASE ADDENDUM:**

To approve the amended lease and authorize the Mayor to sign the addendum

C. **SALE OF LIENS:** *Discussion*

To discuss the topic

XI. **NEW BUSINESS:**

A. **UTILITIES ORDINANCE AMENDMENT:** *Chapter 98, Section 51*

To revise the current ordinance to allow customers the option of utilizing City water for their irrigation systems by connecting to their water service (on the customer side of the meter)

B. **ADMINISTRATION ORDINANCE AMENDMENT:** *Chapter 2*

To establish an Open Records Ordinance to comply with the Georgia Open Records Law O.C.G.A. §50-18-70

C. **ORANGE HALL BID AWARD:** *Exterior Repair & Painting*

To approve a contract with Coastal Construction in the base bid amount of \$188,408 and change order alternative #1 for historic shutters in the amount of \$71,560

D. **CITY HALL BID AWARD:** *Exterior Repair & Painting*

To approve a contract with Coastal Construction, Inc. in the base amount of \$42,780

E. **2012 MILLAGE RATE:**

To approve advertisement of the millage rate

F. **WASTEWATER TREATMENT PLANTS EFFICIENCY STUDY:**

To authorize Port City Design Group to perform an efficiency analysis of the Point Peter Wastewater Treatment Plant and Scrubby Bluff Wastewater Treatment Plant for the amount of \$14,800

G. **SEPTEMBER 3<sup>RD</sup> CITY COUNCIL MEETING:** *Reschedule or Cancel*

To discuss whether to cancel or reschedule the meeting due to Labor Day holiday and vacations

H. **LOCAL OPTION SALES TAX NEGOTIATIONS:** *Discussion*

I. **TASK FORCE:** *Councilmember Bird (ADDED)*

To look at cost saving measure for the City

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:**

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

**August 6, 2012**

**6:00 p.m.**

**MINUTES**

The Mayor and City Council for the City of St. Marys, Georgia met for its regular City Council session on Monday, August 6, 2012 in the Council Chamber at City Hall.

**PRESENT WERE:**

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

**ABSENT WERE:**

Gary Moore, City Attorney

**CITY OFFICIALS PRESENT:**

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

**CALL TO ORDER:**

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

**APPROVAL OF MINUTES:** *July 16, 2012 Public Hearing and Regular City Council Meeting Minutes*

Councilmember Gant moved to approve the July 16, 2012 Public Hearing and regular City Council meeting minutes. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**FOR**

Councilmember Gant  
Councilmember Howell  
Councilmember Morrissey  
Councilmember Post  
Councilmember Stasinis

**ABSTAINED**

Councilmember Bird

**PRESENTATION:**

**THE WAR OF 1812 AND OLD IRONSIDES REMEMBRANCE DAY:** *Guale Historical Society*  
Mayor DeLoughy read and proclaimed August 19, 2012 as “The War of 1812 and Old Ironsides Remembrance Day” in the City of St. Marys, Georgia. I urge all citizens to become more knowledgeable of the role of the War of 1812, often referred to as the 2<sup>nd</sup> War of Independence, played in the history of our great nation.

**2012 TEAM ST. MARYS:** *City vs. City Softball Team*

Mayor DeLoughy presented Certificates of Appreciation for their generous donation of time, energy and hard work in playing for Team St. Marys in the 2<sup>nd</sup> Annual Battle of the Cities Charity Softball Challenge and support of The Miracle League of Camden County and Justin’s Miracle Field. The members of Team St. Marys are as follows:

|                  |                           |                  |
|------------------|---------------------------|------------------|
| Dana Carper      | Holly Hudson              | Jennifer Koerner |
| Kim Yarborough   | Nicole Goebel             | Tanya Belin      |
| Andrew Allen     | Corey Cohn                | Daniel Heisner   |
| Jeffery Williams | Jeremy Allen              | John Cash        |
| Terry Sanders    | Lee Hinson                | Elijah Fluker    |
| Gary Hall        | Deborah Walker-Reed       | Will Sloan       |
| Shannon Gardner  | Mayor William T. DeLoughy |                  |

**DOWNTOWN DEVELOPMENT AUTHORITY ANNUAL REPORT:** *Jim Lomis, Chairman*

Mr. Lomis presented the Downtown Development Authority Report on the organization’s success and accomplishments in promotions, design, and economic development. A copy of the report is attached as part of the official minutes. Mayor DeLoughy thanked the authority for their approach to supporting local businesses and bringing trade to St. Marys.

**BOARD APPOINTMENT**

**1. Library Board:** *(White)7/31/12*

Councilmember Morrissey made a motion to appoint Mr. Henry to the Library Board. Councilmember Bird seconded the motion. Voting was unanimous in favor of the motion.

**SET CONSENT AGENDA (\*):**

Councilmember Bird moved to approve the proposed agenda as New Business items B, C, D, E, F, H, I, and L, and A under Reports of Boards and Authorities. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**APPROVAL OF THE AGENDA:**

Councilmember Post moved to approve the agenda as amended. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**GRANTING AUDIENCE TO THE PUBLIC:**

Jeremy Spencer, 165 Kristins Drive: Opposition of the Compensation and Salary Study

Bob Nutter, 521 Moeckel Place: Update on the closure of the Wheeler Street dock

**OLD BUSINESS:**

**A. LOCAL PREFERENCE ORDINANCE:** *Council Direction*

Direction on whether or not to proceed with the ordinance

The Assistant Finance Director presented information on the proposed ordinance to encourage the use of local suppliers of goods, services and construction products. Local vendors may receive an opportunity to match for purchases, bids, proposals or contracts over \$10,000 and less than \$100,000. A local vendor may be given an opportunity to match the lowest prices proposal, if the quotation or bid of the local vendor is within 3% of the lowest price proposal by a non-local vendor. In the event a local vendor matches the lowest price proposal, including all other terms, quality, services and conditions, then the local vendor shall be awarded the contract.

Councilmember Gant moved for discussion. Councilmember Stasinis seconded the motion. Council discussed supporting local vendors; reduction of dollar amounts and percentage parameters and implementation on a trial basis. Following much discussion, Councilmember Bird amended the motion to set the parameters at \$1,000 - \$50,000 for a trial period of a year. Councilmember Post seconded the amended motion.

Council discussed processes of labor intensity; legal endorsement; the City Attorney's assistance in drafting the ordinance; percentage parameters and local competition with corporate businesses. Following much discussion, Councilmember Bird amended the motion to increase the percentage to 5%. Councilmember Post seconded the motion. Council discussed types of businesses, license requirements, reporting to Council quarterly and support of local businesses. Following much discussion, voting was unanimous in favor of the motion.

**B. TRANSPORTATION ENHANCEMENT GRANT:**

Approve contract with Thomas and Hutton for professional services related to the TE Grant administered by Georgia Department of Transportation for the St. Marys Intracoastal Gateway walkway

Councilmember Gant stated that he and the Planning Director met with the engineer to negotiate lowering contract, review the scope of work with costs estimates, options to reduce inspection costs and federal rules.

Councilmember Gant moved to award the contract to Thomas and Hutton at the negotiated price of \$61,100. Councilmember Morrissey seconded the motion. Councilmember Bird stated for clarification that the grant is in the amount of \$300,000 and as part of the acceptance the City has agreed to a \$50,000 local match. Voting was unanimous in favor of the motion.

**NEW BUSINESS:**

**A. BUDGET ORDINANCE: *Compensation & Salary Study***

To approve the budget ordinance for the Compensation Study

The City Manager stated that the item requires authorization to move money from one fiscal year to another because of the timeframe it took to approve the study. The study will identify a compensation analysis; reviewing the City's plan and making recommendations; market comparisons on health benefits and job descriptions. Information provided in the Department of Community Affairs' data report was from 2011 but the City needs more current information and what to do with the data once it is provided. The study has been discussed several times during the budget workshops and the topic of increases for employees, based on the study; if Council was not inclined to consider an increase then it did not make sense to perform a study.

Councilmember Post made a motion to approve the Budget Ordinance. Councilmember Stasinis seconded the motion. Council discussed when the study was awarded; the projected date of completion; termination of the agreement and scope of work schedule. Following much discussion, voting was unanimous in favor of the motion.

**B. BUDGET ORDINANCE (\*): *Dilapidated Structures***

To record funds received for the demolition and disposal of dilapidated structures

Councilmember Bird moved to approve the Budget Ordinance to record funds received for demolition and disposal of dilapidated structures. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**C. BUDGET ORDINANCE (\*): *Cemetery Fees***

To amend the FY12 Budget to reflect cemetery fees collected and due to the Oak Grove Cemetery Authority

Councilmember Bird moved to approve the Budget Ordinance to reflect the cemetery fees collected and due to the Oak Grove Cemetery Authority. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**D. BUDGET ORDINANCE (\*): *Street Lighting***

To transfer funds to cover street lighting expenditures

Councilmember Bird moved to approve the Budget Ordinance to transfer funds for street lighting expenditures. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**E. DILAPIDATED STRUCTURE ORDINANCE (\*): *104 Union Street***

To adopt an ordinance to enact the Nuisance Abatement Code providing for demolition and removal of the dilapidated structure located at 104 Union Street, Tax Parcel S26-01-003A; to provide for the imposition of a lien for demolition costs and other purposes

Councilmember Bird moved to approve the Dilapidated Structure Ordinance to enact the Nuisance Abatement Code at 104 Union Street. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**F. ENGINEERING CHANGE ORDER (\*): *Lift Station #13***

To approve a Change Order for engineering services for the Lift Station #13 Upgrade Project to Atlantic Coast Consulting, Inc. in the amount of \$19,685.00

Councilmember Bird moved to approve the engineering Change Order for the Lift Station #13 Upgrade Project in the amount of \$19,685.00. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**G. SALE OF LIENS:**

To discuss the sale of liens as requested by City Council

The Assistant Finance Director presented research to determine that counties and cities in Georgia have the authority for their sale of liens through a third party. Senate Bill 585 establishes the Georgia Code 48-3-19 relating to tax lien sales. With Vesta Holdings, the county/city has the discretion to determine what liens to sell, to whom and when. A positive aspect is receipt of 100% of all past due taxes, accrued interest, penalties and fees for each lien transferred from the date of delinquency. The City currently collects its taxes and liens, which are recorded until sale of property.

Councilmember Morrissey made a motion not proceed with anything relative to liens in the future. Councilmember Gant seconded the motion. Council discussed education of the topic, lien collections; protecting property owners; owners/heirs not updating addresses; avoidance of tax payments; the financial impact of liens; state statute of seven years and other entities selling liens. Following much discussion, Councilmember Morrissey withdrew the motion and Councilmember Gant withdrew the second to the motion. Council discussed tasking the City Manager to explore further what the County and Kingsland do with regard to liens.

**H. CAMDEN COUNTY BOARD OF EDUCATION MOU & CONTRACT (\*): *School Resource Officer***

To request permission from Council to enter into a contractual agreement with the Camden County Board of Education for the provision of SRO services

Councilmember Bird moved to approve the Camden County Board of Education MOU and Contract Agreement for the School Resource Officer services. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**I. CAMDEN COUNTY BOARD OF EDUCATION MOU (\*): *School Bus Camera System***

To request permission to enter into an agreement to provide law enforcement services in support of the Cross Safe Video Monitoring system

Councilmember Bird moved to approve the MOU with the Camden County Board of Education for enforcement services of the Cross Safe Video Monitoring System.

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

**J. BAIT SHOP: Rent Reduction Request**

To discuss the facilities rent

The Assistant Finance Director reported that the City entered into a rental agreement with Mr. Joe Williams on November 14, 2012 for the bait shop at the waterfront park. Due to slow business and the repairs/replacement of equipment, Mr. Williams has requested that his monthly rent be reduced to \$250.00 per month.

Councilmember Bird moved to approve the reduction of rent to \$250.00. Councilmember Howell seconded the motion. Council discussed past economics with every business at the location; and both parties reviewing the lease expectations and services periodically. Voting was unanimous in favor of the motion.

**K. MOWING ISSUE:**

Consideration of including periodic mowing of SR 40 and Spur 40 rights-of-way

The City Manager requested how much involvement Council wants the City to have in mowing the state right-of-way along SR 40 and Spur 40. The state indicated they mow twice a year. Adjacent property owners were trying to do some of the mowing but concerns were raised about the ability to do so. He further requested whether Council wanted the City to do the mowing. If so, there are options available such as: 1) compensation from the state to municipalities with maintaining their right-of-way through an agreement for an estimate of \$28,000 annually, 2) hire a full-time employee and 3) hire two part-time employees. Councilmember Gant provided another option to contract service out with use of their equipment.

The Public Works Director provided prices per mowing cycle (each time mowed) from contractors for 2-3 mile portion of SR 40 to Borrell Boulevard at \$2,250 and another was 4 miles on SR 40 and Spur 40 to Navy Federal Credit Union at \$3,000. Council discussed finishing out the growing year and planning for next year with the City versus contracted services, qualifying to relieve the state of the funds and reviewing ordinance.

Councilmember Bird made a motion to proceed forward with having the City look at doing whatever was necessary to picking up the mowing of right-a-ways and parameters as described. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

**L. GREEN GOLF PARTNERS, LLC NEW ALCOHOL LICENSE (\*): *Advertise for Public Hearing (ADDED)***

Council consideration to advertise a public hearing for beer, wine and spirituous liquor licenses at three facilities in Osprey Cove

Councilmember Bird moved to approve the new alcohol license public hearing advertising for Green Golf Partners, LLC. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

### **REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:**

#### **A. PLANNING DIRECTOR'S REPORT:**

1. **MINOR SUBDIVISION (\*)**: Robert Sowers requests approval for a one lot to two lot minor final plat located in the center parcel between West Ashley, Margaret, West Hall & Bailey Street. The parcel is zoned R-1, Tax Parcel S32-02-007.

Councilmember Bird moved to approve the Minor Subdivision request for a one lot to two lot minor final plat for Tax parcel S32-02-007. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

#### **B. FINANCE DIRECTOR'S REPORT:**

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. A copy of the report is attached as part of the official minutes.

#### **C. CITY CALENDAR: *City Clerk***

The City Clerk announced the upcoming events, activities and meetings for the second and third weeks in August.

### **REPORT OF MAYOR:**

- Attended two public Local Option Sales Tax (LOST) meetings today. Another meeting is scheduled on August 20<sup>th</sup> at 8:30 a.m. at the Emergency Management Agency building.
- Met with Airport Authority to discuss issues with the length of the contract and insurance, which are being work on for resolution.
- Met with Cumberland Harbour developers who are working with the homeowners association. We are moving forward with the \$5.3 million bond company issues.

Councilmember Gant commented on an email where he asked the City Manager to come up with a plan or milestone for Cumberland Harbour. This would allow the public to have a better understanding on the efforts in pursuing a resolution with the bonding company and where we stand. Mayor DeLoughy responded that court is in the deposition and discovery stages. The last deposition was scheduled to be completed by mid- August. A summary judgment would be next but if the judgment is not successful, a trial date would be set. The attorney is moving forward to protect the bonds to develop infrastructure for the community.

Councilmember Bird asked whether there were other option on the bond because monies are being expensed but there is no progress. Mayor DeLoughy stated the results will not be seen until it goes to trial.

The Public Works Director briefed Council that the dock repairs were approved by the insurance company but there was an issue with licensing. He is working with the insurance company on procedural issues with the contractor. No date is scheduled but work will begin as soon as possible.

The City Manager thanked the captain and crew of the Steelaway for assisting with dock repairs and technical support.

**GRANTING AUDIENCE TO THE PUBLIC:**

Bob Nutter, 521 Moeckel Place: Expressed disappointment in voter turnout, Transportation Special Purpose Local Option Sales Tax (TSPLOST) being voted down and concern with next year's Special Purpose Local Option Sales Tax (SPLOST) vote

Mayor DeLoughy stated that money could not be spent by the municipality to promote SPLOST. As elected officials we can speak as individuals favorably and express our opinions.

**MAYOR AND COUNCIL COMMENTS:**

Councilmember Morrissey commented on his participation as a North Kingsland poll worker that turnout was 450 for Tuesday's primary and 550 for the last presidential. He has worked the polls when there were only 50 people so turnout was fairly high.

Councilmember Post commented about the controversy at the time Mayor DeLoughy, Councilmember Morrissey and himself did not receive over 50% of the vote for their offices, and plurality versus majority. He also commented that had he received 100% of all the votes cast that day he was still voted in by a minority of the residents, which was 20%. One out of five people took the time to do their civic duty.

Councilmember Morrissey commented that Education Special Purpose Local Option Sales Tax (ESPLOST) was 11% turnout.

Councilmember Post commented that there is a good thing about the SPLOST versus TSPLOST, it is a renewal and not an addition.

Mayor DeLoughy commented that the message needs to get out that SPLOST funds would be used for bond debt repayment.

**CITY MANAGER'S COMMENTS:**

The Planning Director reported that a bid was held for painting and repairs of City Hall's wood rot and windows for an estimate of \$42,000. A bid for Orange Hall will be held tomorrow for repair of woodwork, water problems and painting. Both items will be on the next agenda. Drawing and plans were being drafted for the Fire Station's internal gutter repair bid, and possibly a garage door bid with funding through an EMA grant.

Patrizia Stahle, president Guale Historical Society accepted the War of 1812 and Old Ironsides Remembrance Day proclamation on behalf of the society.

The City Manager requested whether Council wanted staff to continue to bringing advertising for liquor license public hearings to City Council. All the approvals of the application still need to come to City Council at another time rather than just putting advertising on the agenda. At times, a license is submitted with a delay of two weeks because Council does not meet and another two weeks to approve the application.

Councilmember Bird made a motion to task the City Manager to see if we meet our obligations. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

**EXECUTIVE SESSION:** *None*

There was no "Executive Session" at this time.

**ADJOURNMENT:**

Councilmember Bird moved for adjournment. Councilmember Post seconded the motion. Mayor DeLoughy declared the meeting adjourned at 7:45 p.m.

Respectfully submitted,

\_\_\_\_\_  
Darlene M. Roellig, City Clerk

August 13, 2012

Honorable Mayor and Council,

This is my letter of intent that I would like to be re-appointed to the Camden County Board of Education-Sex Education Instructional Materials Review Committee. I have served on the Board for 4 years and would like to continue serving.

Sincerely,

Verna "Jeanie" Shugart

305 S Dandy Street  
Saint Marys GA 31558  
Home 912-882-6318  
Cellphone 912-674-7374

**CITY COUNCIL MEETING**

**August 20, 2012**

**TITLE:** GREEN GOLF PARTNERS, LLC THREE NEW ALCOHOL LICENSES: *Osprey Cove Golf Course, The Nest and The Cove*

**PURPOSE:** Council consideration to approve Green Golf Partners' Alcohol Licenses for the sale of beer, wine and spirituous liquor for on-premise consumption, with food.

**RECOMMENDATION:** Having met all requirements, the City Clerk recommends approval of three 2012 Alcohol Licenses.

**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. Stuck is managing three facilities located in Osprey Cove Subdivision to conduct business at the golf course/restaurant, snack bar and banquet room. The facilities are known as the Osprey Cove Golf Course located at 123 Osprey Drive, The Cove at 125 Osprey Drive and The Nest at 1114 Birdsong Trail.

**Department**

**Director:** \_\_\_\_\_

*Marlene M. Roellig*

**City**

**Manager:** \_\_\_\_\_

*St*



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

**NOTICE OF PUBLIC HEARING  
ALCOHOL BEVERAGE LICENSE**

The City of St. Marys, Georgia has received an application for three alcohol beverage licenses from "Green Golf Partners, LLC D/B/A Osprey Cove Golf Course, The Cove and The Nest. Osprey Cove Golf Course is located at 123 Osprey Drive, The Cove at 125 Osprey Drive and The Nest is located at 1114 Birdsong Trail. The applications are for sale of beer, wine and spirituous liquor, on-premise consumption with food. Notice is hereby given that a Public Hearing on this application is scheduled on Monday, August 20, 2012 at 5:45 p.m. in the Council Chamber at City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

*Darlene M. Roellig*

Darlene M. Roellig, City Clerk

PLEASE RUN: August 15 & 17, 2012

PURCHASE ORDER #63264

gpn02

**NOTICE OF PUBLIC HEARING  
ALCOHOL BEVERAGE LICENSE**

The City of St. Marys, Georgia has received an application for three alcohol beverage licenses from "Green Golf Partners, LLC D/B/A Osprey Cove Golf Course, The Cove and The Nest. Osprey Cove Golf Course is located at 123 Osprey Drive, The Cove at 125 Osprey Drive and The Nest is located at 1114 Birdsong Trail. The applications are for sale of beer, wine and spirituous liquor, on-premise consumption with food. Notice is hereby given that a Public Hearing on this application is scheduled on Monday, August 20, 2012 at 5:45 p.m. in the council chamber at City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

Darlene M. Roellig  
Darlene M. Roellig, City Clerk  
8/15, 8/17 - #6698

# 0907-B/w/SL

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

2012  
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  | \$ 2,730.00 | <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.)               |                                  |

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:  
Green Golf Partners, LLC  
dba The Cove
- 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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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:  
Green Golf Partners, LLC  
please see Attachment # 1
- If Applicant is a corporation, state the following:
  - Shareholders' names, Social Security numbers, telephone numbers, and addresses:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

President: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vice President:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secretary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Treasurer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Board Member:

n/a \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board Member:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board Member:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board Member:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

Dosprey Cove Club, LLC FEIN: 45-5249448 c/o Paul F. Larner  
3071 Slate Mills Road  
Sperryville, VA 22740

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:

Adam Stuck  
75190 Fern Creek Drive  
Yulee, FL 32097

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:

N/A

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:

NO

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:

Attachment #2

- 15. State the physical address of the location to be licensed:  
125 Osprey Drive  
St Marys GA 31558
- 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 licensee:  
HAMPDEN GOLF & TACK  
aka THE CAVE
- 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.):  
banquet facility

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 2nd day of August, 2012

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

APPLICANT(S)

WITNESS

[Signature]  
 NOTARY PUBLIC Toby Renee Bonar  
 [SEAL]  
 Commission Expires: May 6, 2017  
 City of St. Marys, Georgia

Date application and check received City: \_\_\_\_\_ City Clerk: \_\_\_\_\_

# 0908 B/W/S/C



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



2012  
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 1/2 year     | \$ 1,375.00            |   |                                       |                                    |                                  |
| BEER/WINE/LIQUOR  | <del>\$ 2,750.00</del> | <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.)               |                                  |

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:  
Green Golf Partners, LLC  
dba Osprey Cove Golf Course
- 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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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:  
Green Golf Partners, LLC  
please see Attachment #1
- If Applicant is a corporation, state the following:
  - Shareholders' names, Social Security numbers, telephone numbers, and addresses:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# 0969 B/w 152

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

2012  
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              | <i>1/2 year \$1,375.00</i> |   |                                       |                                    |                                  |
| BEER/WINE/LIQUOR  | <del>\$ 2,750.00</del>     | <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.)               |                                  |

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:  
Green Golf Partners, LLC  
dba The Nest
- 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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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:  
Green Golf Partners, LLC  
please see Attachment #1
- If Applicant is a corporation, state the following:
  - Shareholders' names, Social Security numbers, telephone numbers, and addresses:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 13. State the physical address of the location to be licensed:  
1114 Birdsons Trail  
St Marys GA 31558
- 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 licensee:  
Hampton Golf Inc  
dba The Nest
- 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.):  
Snack bar

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 2nd day of August 2012

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

APPLICANT(S)

WITNESS

NOTARY PUBLIC  
 [SEAL]

Toby Renee Bonar

Commission Expires: May 6, 2017

City of St. Marys, Georgia

Date application and check received City:

8/6/12

City Clerk:

Barlene M. Roelley





PRATO + HEUMANN  
ARCHITECTS, P.A.

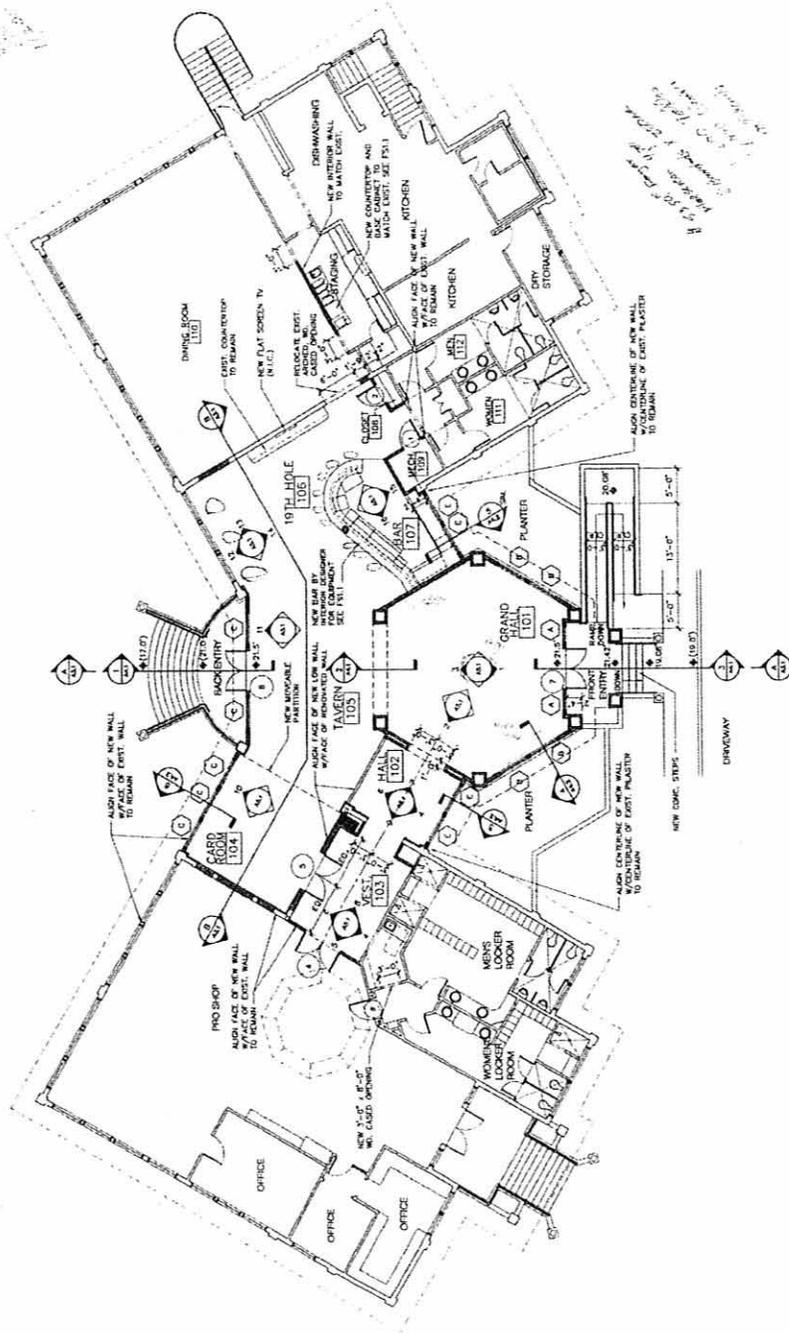
111 Peachtree Street, Suite 2000, Atlanta, Georgia, 30309  
404.525.8800 Fax: 404.525.8801 www.pratoheumann.com

RENOVATION  
AND ADDITION

TO  
OSPREY COVE  
COUNTRY CLUB  
111 MAPLE, GEORGIA

MECHANICAL & ELECTRICAL ENGINEER  
KAMM CONSULTING  
1000 Peachtree Street, N.E.  
Atlanta, Georgia 30309  
Phone: 404.525.8800

Project No. 1317-000  
Date 1.17.2016  
Scale



UPPER LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"



UPPER LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"



UPPER LEVEL FLOOR PLAN  
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UPPER LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"



UPPER LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"

A1.2



STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE  
CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greetings:

I, Connie Lawson, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records, and proper official to execute this certificate.

I further certify that records of this office disclose that

**GREEN GOLF PARTNERS LLC**

duly filed the requisite documents to commence business activities under the laws of State of Indiana on March 24, 2011, and was in existence or authorized to transact business in the State of Indiana on July 06, 2012.

I further certify this Domestic Limited Liability Company (LLC) has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration has been filed or taken place.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the city of Indianapolis, this Sixth Day of July, 2012.

*Connie Lawson*

Connie Lawson, Secretary of State

2011032400344 / 2012070617402

State of Indiana  
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

**GREEN GOLF MANAGEMENT LLC**

I, Charles P. White, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The name following said transaction will be:

**GREEN GOLF PARTNERS LLC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, September 23, 2011.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 23, 2011



*Charles P. White*

CHARLES P. WHITE,  
SECRETARY OF STATE

APPROVED AND FILED  
CHARLES P. WHITE  
INDIANA SECRETARY OF STATE  
9/23/2011 10:26 AM

**ARTICLES OF AMENDMENT**

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

**ENTITY NAME**

GREEN GOLF MANAGEMENT LLC

The name following said transaction will be:  
GREEN GOLF PARTNERS LLC

Creation Date: 3/24/2011

**PRINCIPAL OFFICE ADDRESS**

1001 CARTERSBURG RD., DANVILLE, IN 46122

**REGISTERED OFFICE AND AGENT**

MICHAEL SHAW  
15 JEFFERSON VALLEY, COATESVILLE, IN 46121

**GENERAL INFORMATION**

What is the latest date upon which the entity is to Perpetual  
dissolve?:

Who will the entity be managed by?: Managers

Effective Date: 9/23/2011

Electronic Signature: MICHAEL SHAW

Signator's Title: MANAGER

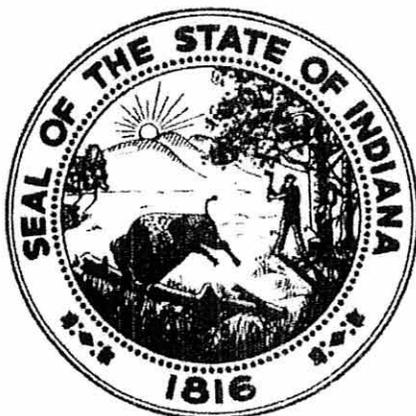
State of Indiana  
Office of the Secretary of State

CERTIFICATE OF ORGANIZATION  
of  
GREEN GOLF MANAGEMENT LLC

I, Charles P. White, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, March 24, 2011.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 24, 2011



*Charles P. White*

CHARLES P. WHITE,  
SECRETARY OF STATE

APPROVED AND FILED  
CHARLES P. WHITE  
INDIANA SECRETARY OF STATE  
3/24/2011 11:31 AM

---

**ARTICLES OF ORGANIZATION**

---

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

---

**ARTICLE I - NAME AND PRINCIPAL OFFICE**

---

GREEN GOLF MANAGEMENT LLC

1001 CARTERSBURG RD., DANVILLE, IN 46122

---

**ARTICLE II - REGISTERED OFFICE AND AGENT**

---

MICHAEL SHAW  
15 JEFFERSON VALLEY, COATESVILLE, IN 46121

---

**ARTICLE III - GENERAL INFORMATION**

---

What is the latest date upon which the entity is to Perpetual  
dissolve?:

Who will the entity be managed by?: Managers

Effective Date: 3/24/2011

Electronic Signature: SUSAN MOSTELLER

GILBERT, HARRELL, SUMERFORD & MARTIN

ST. MARYS OFFICE  
P.O. BOX 7050  
1815 OSBORNE ROAD  
ST. MARYS, GEORGIA 31558  
TELEPHONE (912) 882-5678  
FAX (912) 882-3758

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS AT LAW  
BANK OF AMERICA PLAZA  
777 GLOUCESTER STREET, SUITE 200  
POST OFFICE BOX 190  
BRUNSWICK, GEORGIA 31521-0190  
TELEPHONE (912) 265-6700  
FAX (912) 264-3917  
[www.gilbertharrell.com](http://www.gilbertharrell.com)

REPLY TO: ST. MARYS OFFICE

August 2, 2012

Ms. Darlene M. Roellig  
City of St. Marys City Clerk  
418 Osborne Street  
St. Marys, Georgia 31558

RE: Green Golf Partners, LLC d/b/a Osprey Cove application for alcohol beverage license

Dear Ms. Roellig:

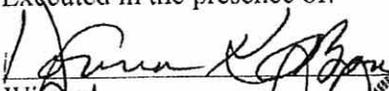
Please let this letter serve as notice that the undersigned, a resident of St. Marys, Georgia, has consented to serve as the registered agent for service of process, notice or demand with regard to the alcohol license application of Green Golf Partners, LLC d/b/a Osprey Cove.

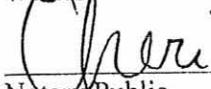
The undersigned may be served with process, notice or demand at 1815 Osborne Road, St. Marys, Georgia 31558.

Sincerely yours,

  
\_\_\_\_\_  
Stephen V. Kinney

Executed in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public



ATTACHMENT #1

GREEN GOLF PARTNERS, LLC  
1001 CARTERSBURG ROAD  
DANVILLE INDIANA 46122  
317.745.9004 PH  
317.745.9006 FX  
FEIN: 45-1015007

| TITLE     | NAME/ADDRESS  | SSN | DOB | PH |
|-----------|---|-----|-----|----|
| PRINCIPAL | MATTHEW C MCINTEE<br>2560 W ARGYLE<br>CHICAGO, IL 60625         |     |     |    |
| PRINCIPAL | THOMAS H RODEMS<br>10 PATTERSON SPRINGS DR<br>CAMARGO, IL 61919 |     |     |    |
| PRINCIPAL | MICHAEL K SHAW<br>15 JEFFERSON VALLEY<br>COATESVILLE, IN 46121  |     |     |    |
| PRINCIPAL | ANTHONY P RODEMS<br>403 N CONDIT STREET<br>TOLONO, IL 60880     |     |     |    |

ATTACHMENT #2

GREEN GOLF PARTNERS  
CURRENT LIQUOR LICENSES

UNIVERSITY OF ILLINOIS – SAVOY, IL

OREGON GOLF CLUB – OREGON, IL

HUNTERS RIDGE GOLF COURSE – PRINCETON, IL

JESTER PARK GOLF COURSE – GRAINGER, IA

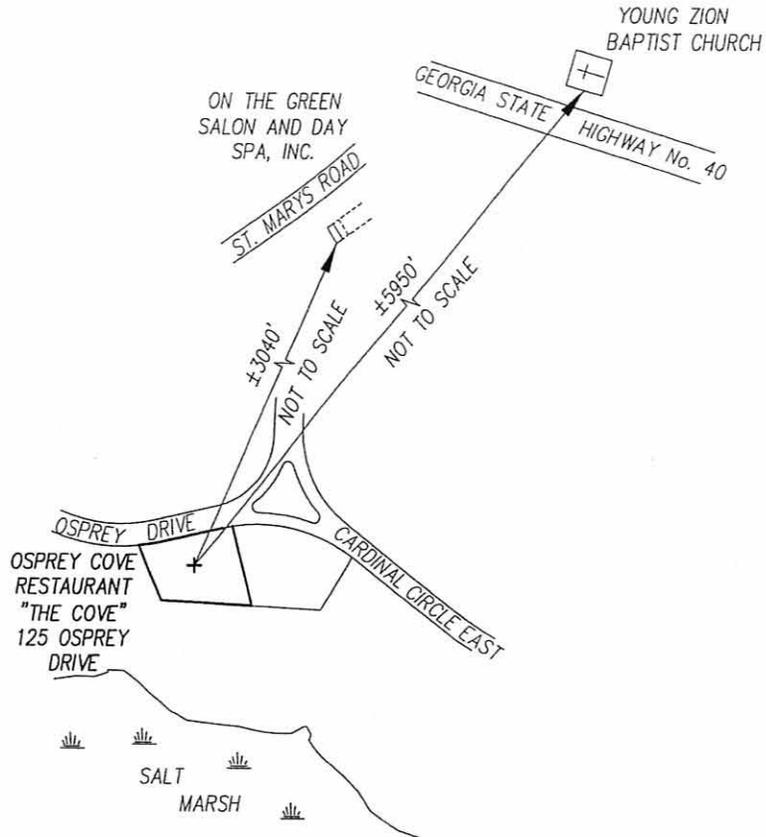
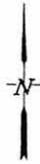
NEW BERLIN HILLS GOLF COURSE – NEW BERLIN, WI

WAWASEE GOLF CLUB – SYRACUSE, IN

MAP TO SHOW  
**ALCOHOL BEVERAGE LICENSE SURVEY  
 FOR OSPREY COVE RESTAURANT**

CITY OF ST. MARYS, 29th G.M.D., CAMDEN COUNTY, GEORGIA

FOR: GREEN GOLF PARTNERS, LLC



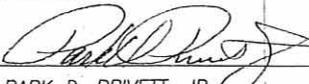
**NOTES:**

- 1.) THE PREMISES IS SITUATED ON PROPERTY ZONED PD (CLASSIFICATION 6: CLUB LICENSE) AND PROPOSES TO SERVE FOOD, BEER, WINE AND LIQUOR ON-PREMISES ONLY.
- 2.) PURSUANT TO THE SEPERATION DISTANCE REQUIREMENTS FOR CLASSIFICATIONS LISTED IN THE ST. MARYS, GEORGIA-CODE OF ORDINANCES - PART 111 - CODE OF ORDINANCES - CHAPTER 10 - ALCOHOLIC BEVERAGES - ARTICLE 1, THERE WERE NO RELIGIOUS, SCHOOL OR COLLEGE FACILITIES FOUND TO LIE WITHIN THE MINIMUM SEPERATION DISTANCE OF 100 FEET (AS WOULD BE MEASURED BUILDING TO BUILDING OR DOOR TO DOOR AS REQUIRED); THERE WERE NO RESIDENTIAL BUILDINGS FOUND TO LIE WITHIN THE MINIMUM SEPERATION DISTANCE OF 50 FEET (AS WOULD BE MEASURED BUILDING TO BUILDING AS REQUIRED) AND THERE WERE NO MENTAL/ALCOHOL HEALTH, PUBLIC HOUSING OR NAVY FACILITIES FOUND TO LIE WITHIN THE MINIMUM SEPERATION DISTANCE OF 900 FEET (AS WOULD BE MEASURED BUILDING TO BUILDING AS REQUIRED).
- 3.) THE FOREGOING SEPERATION DISTANCE COMMENTS ARE BASED ON A VISUAL INSPECTION MADE MAY 30, 2012.
- 4.) DISTANCE STRAIGHT TO OSPREY COVE SNACK BAR = ±2830'  
 DISTANCE STRAIGHT TO OSPREY COVE CLUB HOUSE = ±290'



MAP AMENDED 8/6/12: TO CHANGE SURVEY BENEFICIARY AND ADD SITE ADDRESS

**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:  DATE: 8-6-12  
 PARK D. PRIVETT, JR.  
 GA. REGISTERED SURVEYOR No. 2218

DWN. BY: J.N. CKD. BY: P.D.P.



PREPARED BY:  
**PRIVETT & ASSOCIATES, INC.**  
 SURVEYORS & LAND PLANNERS  
 LICENSED SURVEY FIRM No. 166 GA.  
 LICENSED BUSINESS No. 4204 FLA.  
 1201 SHADOWLAWN DRIVE  
 ST. MARYS, GEORGIA 31558  
 (912) 882-3738  
 DATE: 5-30-12

**CITY COUNCIL MEETING**

**August 20, 2012**

**TITLE:** BAIT SHOP ADDENDUM

**PURPOSE:** Facility Rent

**RECOMMENDATION:** Approval.

**HISTORY/ANALYSIS:** At the August 6, 2012 meeting, Council agreed to reduce the monthly rent for the bait shop at the waterfront park from \$350 to \$250. It is necessary for council to approve the addendum to the lease, and also for the Mayor to sign the addendum on behalf of the city.

**Department**

**Director:** Jenny Blom

**City**

**Manager:** [Signature]



CITY OF ST. MARYS

418 OSBORNE STREET  
ST. MARYS, GEORGIA 31558  
TELEPHONE: 912/510-4045  
FAX: 912/510-4012

Addendum #1

This document is in reference to the Commercial Lease Agreement between the City of St. Marys and Joe Williams, for a term beginning on the 14<sup>th</sup> day of November, 2011 and ending on the 13<sup>th</sup> day of November, 2012.

On the 6<sup>th</sup> day of August, 2012, City Council voted to make the following changes to the current lease agreement in paragraph #3 – Rental, as follows:

Rental

3. Tenant shall pay City of St. Marys City Hall, 418 Osborne St., St. Marys, Georgia, or at such address as the City shall from time to time otherwise designate, promptly on the first day of each month in advance, during all terms of this Lease, a monthly rental of \$ 250.00.

No other terms or conditions of the Agreement are changed as a result of this addendum.

Signed this 20<sup>th</sup> day of August, 2012.

CITY:

CITY OF ST. MARYS, GEORGIA

BY: \_\_\_\_\_  
William T. DeLoughy  
Mayor

TENANT:

\_\_\_\_\_  
Joe Williams

**CITY COUNCIL MEETING**

**August 20, 2012**

**TITLE:** CITY LIENS

**PURPOSE:** Sales of Liens

**RECOMMENDATION:** Discussion.

**HISTORY/ANALYSIS:** Per direction from Council, this is the follow-up from the council meeting on August 6<sup>th</sup> related to sales of liens. The Finance Department staff has communicated with City of Kingsland and Camden County on their collections procedures for property taxes.

The City of Kingsland does file liens against unpaid property taxes. Kingsland's collection method consists of sending out delinquent notices for property taxes. The City of Kingsland does not participate in lien sales or tax sales.

Camden County files liens against unpaid property taxes and sends out delinquent notices. Once a property has 2+ years of taxes owed, the County will implement tax sales (not a lien sale). The County uses GTS (Government Tax Solutions) to administer the tax sale. GTS fees are added to the cost of the sale. Per the Tax Commissioner, tax sales have been very successful in collecting delinquent taxes. The County has been able to make agreements with the property owner, before it goes to tax sale, to implement payment plans to collect the taxes.

As consistent with the City of Kingsland's collections, the City of St. Marys collects its own taxes by sending out multiple notices and filing liens against the property in effort to collect the taxes. By filing a lien against the property, if the property is sold, refinanced, transferred, etc. the taxes are required to be paid.

**Department  
Director:** \_\_\_\_\_

*Kelley Brown*

**City  
Manager:** \_\_\_\_\_

*[Signature]*

**CITY COUNCIL MEETING**

**August 20, 2012**

**TITLE:** ORDINANCE REVISION TO SECTION 98-51

**PURPOSE:** To revise the current City Ordinance to allow customers the option of utilizing City water for their irrigation systems by connecting to their water service (on the customer side of the meter).

**RECOMMENDATION:** The Public Works Department recommends approval.

**HISTORY/ANALYSIS:** Currently, Section 98-51 of the St. Marys Code of Ordinances prohibits customer owned irrigation systems to be connected to the City's water system. This ordinance has been in place since at least the 1970's. However, at some point, the City allowed separate meters for irrigation to be installed. There are less than 15 of these meters active in our system. At some point during the mid-1990's, the setting of irrigation meters ceased.

The City has received recent questions and/or requests to revise this ordinance to allow customers to use City water for irrigation (standard water and sewer rates will apply). The Environmental Protection Division (EPD) was contacted to determine if the allowance of irrigation meters conformed to our existing water permits. According to EPD, a letter of intent detailing the City's intentions would need to be sent to EPD for their review, which could be a lengthy process and could require modifications to the City's permit. The reason for this review is based on the anticipated number of service connections (irrigation meter would constitute separate connection) for which they base permit conditions. However, if the connection was on the customer side of the existing meter, no permit conditions would need to be changed.

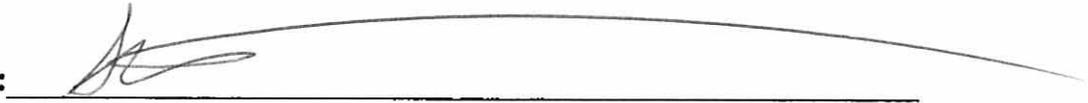
**Department**

**Director:**



**City**

**Manager:**



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

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

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Present:

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

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AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, SECTION 98-51 WATER AND SEWER SYSTEM CAPITAL RECOVERY FEES.

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Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this 20<sup>th</sup> day of August, 2012 that section 98-51 of the Code of Ordinances, City of St. Marys, Georgia is hereby amended to read as follows:

**Sec. 98-51. - Water and sewer system capital recovery fees.**

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- (a) The rate schedule for all new water and sewer system capital recovery fees shall be determined from a city council approved fee schedule.
  - (b) No separate taps shall be issued for irrigation systems. Any irrigation system installed by the customer may be connected to the city's water system on the customer side of the meter.
  - (c) There will be no tap fees for fire protection systems. Fire protection taps may only be used for a fire protection sprinkler system. Any domestic, agricultural, gardening or any other use utilizing water from a fire protection tap is prohibited and violations of any provision of this article shall, upon conviction, be punished as provided in section 1-12.
  - (d) In all cases of new multiple type users (i.e., apartments, etc.) subscribing for water and/or sewer service, the city will make the determination as to the installation of either a master meter(s) or individual meters for each unit. Any residential unit capable of being sold shall install an individual water meter for each unit. Each commercial unit capable of supporting a separate business shall install an individual water meter for each unit.

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

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

By: \_\_\_\_\_  
WILLIAM T. DELOUGHY, MAYOR

Attest: \_\_\_\_\_  
DARLENE M. ROELLIG, CITY CLERK  
CITY OF ST. MARYS, GEORGIA

To Form

\_\_\_\_\_  
CITY ATTORNEY

92 **EXPLANATION OF CHANGES**

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

94 **Sec. 98-51. - Water and sewer system capital recovery fees.**

- 96
- 97 (a) The rate schedule for all new water and sewer system capital recovery
- 98 fees shall be determined from a city council approved fee schedule.
- 99 (b) No separate taps shall be issued for irrigation systems. Any irrigation
- 100 system installed by the customer ~~will not~~ may be connected to the city's
- 101 water system on the customer side of the meter.
- 102 (c) There will be no tap fees for fire protection systems. Fire protection taps
- 103 may only be used for a fire protection sprinkler system. Any domestic,
- 104 agricultural, gardening or any other use utilizing water from a fire
- 105 protection tap is prohibited and violations of any provision of this article
- 106 shall, upon conviction, be punished as provided in section 1-12
- 107 (d) In all cases of new multiple type users (i.e., apartments, etc.) subscribing
- 108 for water and/or sewer service, the city will make the determination as to
- 109 the installation of either a master meter(s) or individual meters for each
- 110 unit. Any residential unit capable of being sold shall install an individual
- 111 water meter for each unit. Each commercial unit capable of supporting a
- 112 separate business shall install an individual water meter for each unit.

**CITY COUNCIL MEETING**  
**August 20, 2012**

**TITLE:** ADMINISTRATION ORDINANCE AMENDMENT: *Chapter 2*

**PURPOSE:** To establish an Open Records Ordinance to comply with Georgia Open Records Law O.C.G.A. §50-18-70

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

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

Present:

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

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

AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, TO ADD TO CHAPTER 2, ADMINISTRATION, A NEW ARTICLE IX TO ESTABLISH AN OPEN RECORDS ORDINANCE, TO COMPLY WITH O.C.G.A. §50-18-70, *ET SEQ.*, "THE GEORGIA OPEN RECORDS LAW", AS AMENDED IN THE 2012 SESSION OF THE GEORGIA GENERAL ASSEMBLY; DESIGNATING AN "OPEN RECORDS OFFICER" AND "ASSISTANT OPEN RECORDS OFFICER(S)" FOR SAID CITY; DEFINING THE DUTIES AND COMPENSATION THEREOF; PROVIDING FOR PUBLIC RECORD REQUESTS TO BE SERVED UPON THE OPEN RECORDS OFFICER OR, IN THE OFFICER'S ABSENCE OR UNAVAILABILITY, UPON AN ASSISTANT OPEN RECORDS OFFICER; PROVIDING FOR THE MANNER OF SERVING PUBLIC RECORDS REQUESTS ON THE OPEN RECORDS OFFICER; PROVIDING FOR NOTICE OF THE CITY'S OPEN RECORDS PROCEDURES; PROVIDING REASONABLE CHARGES FOR COMPLIANCE WITH PUBLIC RECORDS REQUESTS; TO REPEAL CONFLICTING CODE PROVISIONS, ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT WITH THE FOREGOING; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Georgia's Open Records Law, O.C.G.A. §50-18-70, *et seq.*, was amended in the 2012 Session of the General Assembly to enact new procedures for local governments (defined therein as "agencies") to comply with said law and to

provide greater transparency in making public records available to the public for inspection and copying, which instills greater public trust in government;

WHEREAS, under the amended law, agencies may designate one or more “Open Records Officers” for the purpose of accepting service of written requests in order to assure timely response if made to the proper officer, with skill and training in the law and procedures for public records compliance;

WHEREAS, the City of St. Marys, a Georgia municipal corporation, is an “agency” as defined at O.C.G.A. §50-18-70; and

WHEREAS, this City Council adopts as City public policy the statement of the General Assembly found at O.C.G.A. §50-18-70 (a);

NOW THEREFORE, it is, hereby ordained by the Mayor and Council of the City of St. Marys, this 20th day of August, 2012 that Chapter 2 of the Code of Ordinances, City of St. Marys, Georgia is hereby amended by adding the following code Sections 2-400 to 2-404 to be known as Article IX to read as follows:

## **ARTICLE IX - OPEN RECORDS**

### **Sec. 2-400. Open Records Officer.**

There is hereby created the office of Open Records Officer. The City Clerk is hereby designated as the City’s Open Records Officer; the Open Records Officer may designate, in writing, an Assistant Open Records Officer(s) as required to perform the duties of his or her office.

### **Sec. 2-401. Duties.**

It shall be the duty of the Open Records Officer and his or her duly designated Assistant Open Records Officer(s) to accept written requests to inspect and copy public records, pursuant to O.C.G.A. §50-18-70, *et seq.*, and to produce to the requester all records responsive to a request within a reasonable amount of time not to exceed three (3) business days of receipt of a request, unless the time for response is extended in accordance with law. The Open Records Officer shall ensure that all Open Records Requests are handled in accordance with the Georgia Open Records Act. No request shall be deemed filed until served upon the Open Records Officer, either by hand delivery to the Officer at the Clerk’s Office, City Hall of the City of St. Marys, Georgia; by certified United States mail, return receipt requested; by statutory overnight delivery; by email to [darlene.roellig@stmarysga.gov](mailto:darlene.roellig@stmarysga.gov); or by facsimile transmission to 912-510-4013 or such other fax number designated on the City’s Official Website for such purpose. Oral requests and requests, whether oral or in writing, served upon any other officer or employee of the City shall not be deemed filed, until the requester has filed his or her request, in writing, with the Open Records Officer. In the absence or unavailability of the Open Records Officer, an Assistant Open Records Officer shall perform the duties of the Open Records Officer. The absence or unavailability of a designated Open Records Officer shall not delay the City’s response to a properly served request.

**Sec. 2-402. Request Response.**

Upon receipt of a request, it shall be the duty of the Open Records Officer to promptly ascertain the availability of all public records responsive to the request and to produce to the requester those records that can be located and produced within a reasonable time, not to exceed three (3) business days of receipt of a request. For purposes of computing the time within which a response must be made, the Open Records Officer shall not count the business day on which a request is received, nor any intervening Saturday, Sunday, or designated holiday on which City offices are closed for general business. Upon intake of a request, the Open Records Officer shall stamp the request with the date and time of receipt, and initial the request. In any instance where records are unavailable within three (3) business days of the request, it shall be the duty of the Open Records Officer to provide the requester with a written description of such records and a timeline for when the records will be available for inspection or copying and to provide the responsive records to the requester as soon thereafter as practicable. Such response shall also contain a good faith estimate of the cost to the requester for the search, retrieval, redaction, and production and copying of records. The Open Records Officer shall confer with every officer or department manager of the City, as necessary, to ascertain the existence of public records responsive to a request (including electronically-stored information), and it shall be the duty of every City officer and department manager to confer with and provide records, or true and correct copies of the originals thereof, to the Open Records Officer promptly, time being of the essence. Upon receipt of a public record responsive to a request, the Open Records Officer shall determine, in consultation with the City Attorney, if the record is exempt from disclosure by order of a court of this state or by law; if the record is exempt from disclosure, the written response by the Open Records Officer shall set forth the specific legal authority under which withholding of inspection of the record is claimed. The Open Records Officer shall maintain a log or other documentation of his or her due diligence to comply with a proper request.

**Sec. 2-403. Fees.**

The Open Records Officer shall further have the duty to collect from a requester a reasonable charge for the search, retrieval, redaction, and production/copying of records, utilizing the most economical means available to identify and produce nonexcluded records. The charge for the search, retrieval, or redaction of records shall not exceed the prorated hourly salary of the lowest paid full-time employee who, in the reasonable discretion of the Open Records Officer, has the necessary skill and training to perform the request; provided, however, no charge shall be made for the first quarter hour. In addition thereto, where certified copies of specific records are sought, the fees for certified copies prescribed by law shall apply; otherwise, a fee for the copying of records shall not exceed 10¢ per page for letter or legal size documents or, in the case of other documents and electronic records, the actual cost of reproducing the document or media on which the records or media are produced.

**Sec. 2-404. Litigation.**

Requests by civil litigants, or their counsel of record, in any ongoing civil action or administrative proceeding shall be made in writing and shall include the style of the action or proceeding, the names and addresses of all parties and, if a party is represented by counsel, the name, address, and telephone number of the party's attorney; a copy of the request shall be served by the requester upon all parties or their counsel of record in the action or proceeding contemporaneous to filing the written request with the Open Records Officer. The Open Records Officer shall make duplicate set(s) of records provided in response to the request available to all parties or their counsel for the cost of copies only, unless a party or its counsel elects not to receive the records and pay the copying charge. If the City is a party to the action or proceeding, a set of responses shall be provided to counsel for the City at no charge.

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

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

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BILL DELOUGHY, MAYOR

ATTEST:

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

## **EXPLANATION OF CHANGES**

**NOTE:** Article IX, Open Records Ordinance consisting of Sections 2-400 to 2-404 is entirely new.

## CITY COUNCIL MEETING

August 20, 2012

**NEW BUSINESS:** Approve Contract for Repair and Painting of Exterior of Orange Hall.

**PURPOSE:** To Approve a Contract with Coastal Construction in the base bid amount of \$188,408 for Repair and Painting of the Exterior of Orange Hall and approval of the ADD alternate #1 (as a Change Order) for historic shutters in the amount of \$71,560.

**RECOMMENDATION:** The Planning Director recommends approval of the base bid and approval of the ADD Alternate #1 for the historic shutters as a Change Order to be processed at the appropriate time. The Funds for this project will be from SPLOST 6.

**HISTORY/ANALYSIS:** The need for this work has been discussed at many public meetings. The Base Bid scope of work for this project includes removal of the lead based paint and repair of any damaged or rotted wood, repainting as well as gutters/downspouts, and other work. ADD Alternate #1 Scope of work is for operable historic shutters, hinges and shutter dogs. Work on the rear porches and stair and related walls/windows is not included as part of this project due to the need for structural repairs to the porch and stairs which are beyond the scope of this project.

As directed by City Council, Planning Staff has received prices for this scope of work. Two bidding avenues were investigated: a state purchasing contract; and receipt of competitive bids.

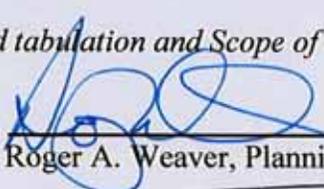
1. **State Purchasing Contract:** A proposal was received under a state purchase order contract in the amount of \$194,558.47. No bid was sought for the shutters.
2. **Competitive Bids:** Subsequent to the receipt of the State Purchasing proposal, the work was advertised, and two bids were received for this work: Coastal Construction, Inc. of St. Marys, GA in the amount of \$188,408 (ADD Alternate #1- \$71,560) and E&D Coatings, Inc. of Savannah, GA in the amount of \$300,301 (ADD Alternate #1 - \$42,200).

Review of these bids/proposals indicates that Coastal Construction, Inc. of St. Marys was the lowest responsible bidder. Therefore the recommendation to award this contract to Coastal Construction in the amount of the base bid. Approval is sought for ADD alternate #1 with the ADD authorized as a Change Order during the contract term.

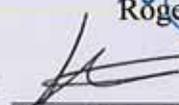
All requirements of the Bid documents have been met.

**ATTACHMENTS:** *Bid tabulation and Scope of work.*

**Department Director:**

  
\_\_\_\_\_  
Roger A. Weaver, Planning & Building Director

**City Manager:**

  
\_\_\_\_\_  
Steve Crowell, Jr., City Manager



Orange Hall Exterior Repair & Painting  
08/07/2012 2:00 PM

Bid Tabulation Form

| Company             | Bid Amount<br>(see page 4-5) | Add Alternate #1 | Bid Bond<br>(5% of Bid)<br>Yes / No |
|---------------------|------------------------------|------------------|-------------------------------------|
| Coastal Const. Inc. | \$ 188,408.00                | \$ 71,560.00     | Yes                                 |
| ...                 | 200,210.00                   | ...              | ...                                 |



**EXTERIOR REPAIR AND PAINTING**

AT

ORANGE HALL, OSBORNE STREET, ST. MARYS, GA

STATE OF GEORGIA

COUNTY OF CAMDEN

**CONSTRUCTION CONTRACT**

This CONTRACT made and entered into this 20<sup>th</sup> day of August, 20 12, by and between the **CITY OF ST. MARYS, GEORGIA**, a municipal corporation, hereinafter "Owner", and, **Coastal Construction, Inc.** hereinafter "Contractor",

WITNESSETH

That for and in consideration of the mutual covenants, obligations, and agreements contained herein, the sufficiency of which such consideration the parties hereby acknowledge by their execution hereof, it is hereby agreed as follows:

1

Contractor agrees to provide all labor and materials to construct in a good, workmanlike and substantial manner the Exterior Repair and Painting at Orange Hall, hereinafter called the "Project" upon the property of Owner which is located at Corner of Conyers Street and Osborne Street, St. Marys, GA. 31558.

The Work, more particularly, shall consist of:

- Furnishing all materials, equipment, fuel, and labor for Exterior Repair and Painting at Orange Hall
- All Work shall conform to the Project Specifications.
- Contractor shall be solely responsible for all safety measures on or off the site, and shall comply with all applicable Federal, State and City of St. Marys' laws, rules and regulations.

2

Contractor hereby acknowledges and admits that the description of materials, specifications, plans, and drawings are sufficient for their intended use and purpose, and that work can be fully and successfully executed in accordance therewith, without any additional or extra work other than such as is necessarily implied therein, or to be inferred there from, upon a fair and liberal construction.

3

The Owner, without invalidating this Contract, may order extra work, or make changes in writing by altering, adding to or deducting from the work; the Contract sum being adjusted accordingly in one or more of the following ways as agreed upon by the parties hereto in writing before such work is begun:

- (a) By estimate and acceptance in a lump sum; or
- (b) By unit prices agreed upon; or
- (c) By cost and percentage; or
- (d) By cost and a fixed fee.

All provisions of this Contract shall apply to any changes, omissions or extra work in a like manner and to the same extent as to work contracted for, and no changes, omissions or extra work shall annul or invalidate this Contract.

**EXTERIOR REPAIR AND PAINTING**

AT

ORANGE HALL, OSBORNE STREET, ST. MARYS, GA

4

The Owner shall pay the Contractor for the performance called for in this Contract, subject to additions and deductions as agreed upon in writing by the parties, the sum of \$188,408 which is to be paid as follows:

- (a) The Owner shall make partial payments monthly to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month, less 10% retainage, which is to be retained by the Owner until such time that all work has been completed and accepted by the Owner.

5

The Contractor shall maintain such insurance as will protect him from claims under the Worker's Compensation Act, and protect him and the Owner from claims for damages because of death, bodily injury or property damage which may arise from and during the operations under this Contract and shall furnish Owner evidence of such insurance.

6

The Project or work to be performed under this Contract shall be commenced on or before the 10th day of September, 2012, and shall be completed by 10th day of March, 2012, which is 180 consecutive calendar days after Notice to Proceed. Owner is authorized to deduct out of payment which may be due or become due to Contractor as damages for non-completion of work within the time stipulated for its completion, or within such extensions of the completion time granted by Owner in writing, the sum of \$200 per day for each and every day beyond the stipulated date of completion and in view of the difficulties of estimating delay damages, the Contractor hereby agrees to the said amount as the liquidated damages that Owner will suffer by reason of such default by Contractor in timely performance and not by way of penalty.

7

Contractor hereby assumes and shall take all responsibility for the work or Project, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or because of site conditions or nature of the land and site in or upon which the work is to be performed is different from what was assumed or expected or on account of the weather, floods, windstorm or other causes.

8

Contractor shall deliver prior to commencement of performance to Owner, payment and performance bonds pursuant to O.C.G.A. § 13-10-1(b), as security for faithful and complete performance, and for payment in full of all claims of all persons performing labor on or furnishing materials to be used in said work or Project.

9

If at any time there shall be evidence of any lien or claim for which, if established, the Owner may become liable and which is chargeable to Contractor, Owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify Owner against such lien or claim. After all payments are made, Contractor shall refund to owner any and all monies that Owner may be compelled to pay in discharging any lien or any such claim(s) made obligatory in consequence of Contractor's default.

10

No payment by Owner made under this Contract, shall be construed as an acceptance of defective work or improper materials.

11

Not Used

12

Contractor shall indemnify and save harmless the Owner from all claims, demands, causes of action, or suits of whatever nature arising out of the work to be performed by Contractor and its subcontractors under this Contract.

13

**EXTERIOR REPAIR AND PAINTING**

AT

ORANGE HALL, OSBORNE STREET, ST. MARYS, GA

13

Contractor by his execution hereof hereby acknowledges and agrees that it has examined the drawings, plans, specifications, list of materials and Owner's Public Works Manual and Specifications, as amended, and has examined the Project or work site so as to be thoroughly familiar with all requirements of the Project or work to be performed.

14

If Contractor neglects to do work properly or fails to perform any provision of this Contract, including completing the Project within the specified time, or if Contractor fails to continue and prosecute its work for a period of 14 days, Owner after 5 days written notice to Contractor, may make good the deficiency and deduct the cost thereof from any remaining payment or payments due the Contractor, without prejudice to any other remedy Owner has, or Owner at its option may terminate the Contract and hold Contractor liable for payments made to that time, take possession of all materials, and finish the Project and work by such means as Owner may see fit, and if the unpaid balance of the Contract price exceeds the expense of completing the Project, such excess shall be adjusted between Owner and Contractor but, if such expense exceeds the unpaid balance due to Contractor, Contractor shall be liable for the difference to the Owner.

15

In the event Contractor becomes bankrupt, or makes an assignment for the benefit of creditors, Owner shall have the right to terminate and cancel this Contract.

16

The Contractor agrees not to assign this Contract or any amount payable hereunder or to sublet the whole or substantially the whole of this Contract, except with prior written consent of the Owner. The Contractor also agrees upon request to disclose to the Owner the names of all persons with whom he has contracted or intends to contract or hereafter contracts, with respect to work or materials to be furnished in connection herewith. The Contractor shall keep the premises free from accumulation of waste materials and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials.

17

This Contract contains the entire agreement between the parties and there are no collateral oral agreements or understandings. The parties hereby expressly acknowledge that they are not relying upon any representation or promise of the other, or of their respective agents or employees, except as may be expressly set forth herein. No subsequent agreement shall be effective to change, modify or terminate this Contract in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

18

No delay or failure by a party to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

19

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia.

20

The terms, provisions, obligations and covenants contained in this Contract shall apply to inure to the benefits of and be binding upon the parties hereto and their respective heirs, assigns, successors in interest, and legal representatives.

21

Any notice or other document to be provided shall be sufficiently given, provided or served hereunder to or on either party if sent by registered mail addressed as follows:

To Owner, at: 418 Osborne Street, St. Marys, Georgia 31558.

To the Contractor at: P.O. Box 5039, St. Marys GA

**EXTERIOR REPAIR AND PAINTING**  
AT  
ORANGE HALL, OSBORNE STREET, ST. MARYS, GA

22

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23

Contractor shall deliver to Owner, prior to commencement of work on the Project, an affidavit in compliance with O.C.G.A. § 13-10-91. Said affidavit will be attached to and included as part of this Contract. As a further condition of this Construction Contract, Contractor shall provide Owner with notice of the identity of any and all subcontractors hired or contracted with by contractor or any of its subcontractors to do work on this Project. The notice will include an affidavit from each subcontractor in compliance with O.C.G.A. § 13-10-91 and shall include the subcontractor's name, address, user identification number and date of subcontractor's authorization to use the federal work authorization program.

24

**NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

**1. Compliance with Regulations**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the City of St. Marys (hereinafter referred to as City), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination**

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

**4. Information and Reports**

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**EXTERIOR REPAIR AND PAINTING**  
**AT**  
**ORANGE HALL, OSBORNE STREET, ST. MARYS, GA**

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

In witness whereof the parties have executed this Contract this 20th day of August, 2012.

**OWNER:**

**CITY OF ST. MARYS, GEORGIA**

By: \_\_\_\_\_ (SEAL)

William DeLoughy – Mayor

Attest: \_\_\_\_\_ (SEAL)

Darlene Roellig - City Clerk

\_\_\_\_\_  
Notary Public

**CONTRACTOR: Coastal  
Construction, Inc.**

By: \_\_\_\_\_ (SEAL)

Attest: \_\_\_\_\_ (SEAL)

Secretary (if corporation)

Signed, sealed and delivered

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**CITY COUNCIL MEETING**

**August 20, 2012**

**NEW BUSINESS:** Approve Contract for Repair and Painting of Exterior of City Hall.

**PURPOSE:** To Approve a Contract with Coastal Construction, Inc. in the base bid amount of \$42,780 for Repair and Painting of the Exterior of City Hall.

**RECOMMENDATION:** The Planning Director recommends approval of the base bid to Coastal Construction, Inc. in the amount of \$42, 780. The Funds for this project will be from SPLOST 6.

**HISTORY/ANALYSIS:** The need for this work has been discussed at Council. The building needs a fresh coat of durable paint, and repair of deteriorated wood covered by paint that was discovered during a field review. The Base Bid scope of work for this project includes repair of any damaged or rotted wood, removal of loose paint, repainting and other related work.

As directed by City Council, Planning Staff has received prices for this scope of work. Two bids were received.

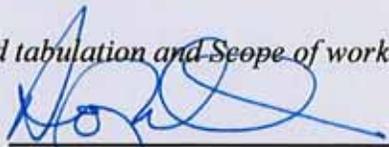
1. Coastal Construction, Inc. of St. Marys, GA in the amount of \$42,780,408
2. E&D Coatings, Inc. of Savannah, GA in the amount of \$46,250

Review of these bids/proposals indicates that Coastal Construction, Inc. of St. Marys was the lowest responsible bidder. Therefore the recommendation to award this contract to Coastal Construction, Inc. in the amount of the base bid.

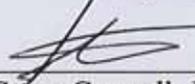
All requirements of the Bid documents have been met.

**ATTACHMENTS:** *Bid tabulation and Scope of work.*

**Department Director:**

  
\_\_\_\_\_  
Roger A. Weaver, Planning & Building Director

**City Manager:**

  
\_\_\_\_\_  
Steve Crowell, Jr., City Manager



City Hall Exterior Repair & Painting

Bid Tabulation Form

| Company             | Bid Bond<br>(5% of Bid)<br>Yes / No | Bid Amount<br>(see page 4-5) |
|---------------------|-------------------------------------|------------------------------|
| Coastal Const. Inc. | Yes                                 | \$ 42,780.00                 |
| E & D Coatings Inc  | Yes                                 | 46,250.00                    |
|                     |                                     |                              |
|                     |                                     |                              |
|                     |                                     |                              |
|                     |                                     |                              |
|                     |                                     |                              |
|                     |                                     |                              |
|                     |                                     |                              |
|                     |                                     |                              |
|                     |                                     |                              |

# EXTERIOR REPAIR AND PAINTING

AT

CITY HALL, 418 OSBORNE STREET, ST. MARYS, GA

STATE OF GEORGIA

COUNTY OF CAMDEN

## CONSTRUCTION CONTRACT

This **CONTRACT** made and entered into this 20th day of August, 2012, by and between the CITY OF ST. MARYS, GEORGIA, a municipal corporation, hereinafter "Owner", and, Coastal Construction, Inc. hereinafter "Contractor",

WITNESSETH

That for and in consideration of the mutual covenants, obligations, and agreements contained herein, the sufficiency of which such consideration the parties hereby acknowledge by their execution hereof, it is hereby agreed as follows:

1

Contractor agrees to provide all labor and materials to construct in a good, workmanlike and substantial manner the Exterior Repair and Painting at City Hall, hereinafter called the "Project" upon the property of Owner which is located at 418 Osborne Street, St. Marys, GA. 31558.

The Work, more particularly, shall consist of:

- Furnishing all materials, equipment, fuel, and labor for Exterior Repair and Painting at City Hall
- All Work shall conform to the Project Specifications.
- Contractor shall be solely responsible for all safety measures on or off the site, and shall comply with all applicable Federal, State and City of St. Marys' laws, rules and regulations.

2

Contractor hereby acknowledges and admits that the description of materials, specifications, plans, and drawings are sufficient for their intended use and purpose, and that work can be fully and successfully executed in accordance therewith, without any additional or extra work other than such as is necessarily implied therein, or to be inferred therefrom, upon a fair and liberal construction.

3

The Owner, without invalidating this Contract, may order extra work, or make changes in writing by altering, adding to or deducting from the work; the Contract sum being adjusted accordingly in one or more of the following ways as agreed upon by the parties hereto in writing before such work is begun:

- (a) By estimate and acceptance in a lump sum; or
- (b) By unit prices agreed upon; or
- (c) By cost and percentage; or
- (d) By cost and a fixed fee.

All provisions of this Contract shall apply to any changes, omissions or extra work in a like manner and to the same extent as to work contracted for, and no changes, omissions or extra work shall annul or invalidate this Contract.

## EXTERIOR REPAIR AND PAINTING

AT

CITY HALL, 418 OSBORNE STREET, ST. MARYS, GA

4

The Owner shall pay the Contractor for the performance called for in this Contract, subject to additions and deductions as agreed upon in writing by the parties, the sum of \$42,780 which is to be paid as follows:

- (a) The Owner shall make partial payments monthly to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month, less 10% retainage, which is to be retained by the Owner until such time that all work has been completed and accepted by the Owner.

5

The Contractor shall maintain such insurance as will protect him from claims under the Worker's Compensation Act, and protect him and the Owner from claims for damages because of death, bodily injury or property damage which may arise from and during the operations under this Contract and shall furnish Owner evidence of such insurance.

6

The Project or work to be performed under this Contract shall be commenced on or before the 10th day of September, 2012, and shall be completed by 10th day of November, 20   which is 60 consecutive calendar days after Notice to Proceed. Owner is authorized to deduct out of payment which may be due or become due to Contractor as damages for non-completion of work within the time stipulated for its completion, or within such extensions of the completion time granted by Owner in writing, the sum of \$200 per day for each and every day beyond the stipulated date of completion and in view of the difficulties of estimating delay damages, the Contractor hereby agrees to the said amount as the liquidated damages that Owner will suffer by reason of such default by Contractor in timely performance and not by way of penalty.

7

Contractor hereby assumes and shall take all responsibility for the work or Project, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or because of site conditions or nature of the land and site in or upon which the work is to be performed is different from what was assumed or expected or on account of the weather, floods, windstorm or other causes.

8

Contractor shall deliver prior to commencement of performance to Owner, payment and performance bonds pursuant to O.C.G.A. § 13-10-1(b), as security for faithful and complete performance, and for payment in full of all claims of all persons performing labor on or furnishing materials to be used in said work or Project.

9

If at any time there shall be evidence of any lien or claim for which, if established, the Owner may become liable and which is chargeable to Contractor, Owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify Owner against such lien or claim. After all payments are made, Contractor shall refund to owner any and all monies that Owner may be compelled to pay in discharging any lien or any such claim(s) made obligatory in consequence of Contractor's default.

10

No payment by Owner made under this Contract, shall be construed as an acceptance of defective work or improper materials.

11

Not Used

12

Contractor shall indemnify and save harmless the Owner from all claims, demands, causes of action, or suits of whatever nature arising out of the work to be performed by Contractor and its subcontractors under this Contract.

# **EXTERIOR REPAIR AND PAINTING**

AT

CITY HALL, 418 OSBORNE STREET, ST. MARYS, GA

13

Contractor by his execution hereof hereby acknowledges and agrees that it has examined the drawings, plans, specifications, list of materials and Owner's Public Works Manual and Specifications, as amended, and has examined the Project or work site so as to be thoroughly familiar with all requirements of the Project or work to be performed.

14

If Contractor neglects to do work properly or fails to perform any provision of this Contract, including completing the Project within the specified time, or if Contractor fails to continue and prosecute its work for a period of 14 days, Owner after 5 days written notice to Contractor, may make good the deficiency and deduct the cost thereof from any remaining payment or payments due the Contractor, without prejudice to any other remedy Owner has, or Owner at its option may terminate the Contract and hold Contractor liable for payments made to that time, take possession of all materials, and finish the Project and work by such means as Owner may see fit, and if the unpaid balance of the Contract price exceeds the expense of completing the Project, such excess shall be adjusted between Owner and Contractor but, if such expense exceeds the unpaid balance due to Contractor, Contractor shall be liable for the difference to the Owner.

15

In the event Contractor becomes bankrupt, or makes an assignment for the benefit of creditors, Owner shall have the right to terminate and cancel this Contract.

16

The Contractor agrees not to assign this Contract or any amount payable hereunder or to sublet the whole or substantially the whole of this Contract, except with prior written consent of the Owner. The Contractor also agrees upon request to disclose to the Owner the names of all persons with whom he has contracted or intends to contract or hereafter contracts, with respect to work or materials to be furnished in connection herewith. The Contractor shall keep the premises free from accumulation of waste materials and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials.

17

This Contract contains the entire agreement between the parties and there are no collateral oral agreements or understandings. The parties hereby expressly acknowledge that they are not relying upon any representation or promise of the other, or of their respective agents or employees, except as may be expressly set forth herein. No subsequent agreement shall be effective to change, modify or terminate this Contract in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

18

No delay or failure by a party to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

19

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia.

20

The terms, provisions, obligations and covenants contained in this Contract shall apply to inure to the benefits of and be binding upon the parties hereto and their respective heirs, assigns, successors in interest, and legal representatives.

21

Any notice or other document to be provided shall be sufficiently given, provided or served hereunder to or on either party if sent by registered mail addressed as follows:

To Owner, at: 418 Osborne Street, St. Marys, Georgia 31558.

To the Contractor at: P.O. Box 5039, St. Marys, Georgia 31558

# EXTERIOR REPAIR AND PAINTING

AT

CITY HALL, 418 OSBORNE STREET, ST. MARYS, GA

22

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23

Contractor shall deliver to Owner, prior to commencement of work on the Project, an affidavit in compliance with O.C.G.A. § 13-10-91. Said affidavit will be attached to and included as part of this Contract. As a further condition of this Construction Contract, Contractor shall provide Owner with notice of the identity of any and all subcontractors hired or contracted with by contractor or any of its subcontractors to do work on this Project. The notice will include an affidavit from each subcontractor in compliance with O.C.G.A. § 13-10-91 and shall include the subcontractor's name, address, user identification number and date of subcontractor's authorization to use the federal work authorization program.

24

## NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

### 1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the City of St. Marys (hereinafter referred to as City), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

### 4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**EXTERIOR REPAIR AND PAINTING**

AT

CITY HALL, 418 OSBORNE STREET, ST. MARYS, GA

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

In witness whereof the parties have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**

**CITY OF ST. MARYS, GEORGIA**

By: \_\_\_\_\_ (SEAL)

William DeLoughy - Mayor

Attest: \_\_\_\_\_ (SEAL)

Darlene Roellig - City Clerk

\_\_\_\_\_  
Notary Public

**CONTRACTOR:**

**Coastal Construction, Inc.**

By: \_\_\_\_\_ (SEAL)

Attest: \_\_\_\_\_ (SEAL)

Secretary (if corporation)

Signed, sealed and delivered

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**CITY COUNCIL MEETING**

**August 20, 2012**

**TITLE:** 2012 MILLAGE RATE

**PURPOSE:** To approve advertisement of the millage rate.

**RECOMMENDATION:** Approval.

**HISTORY/ANALYSIS:**

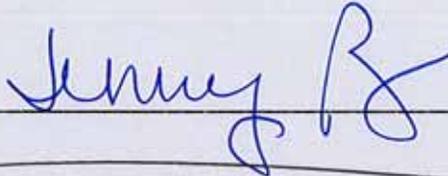
Based on direction by Council during the budget process, this is a request to advertise a millage rate of 5.351 mills for the 2012 tax year, which is consistent with 2011. This is less than the rollback rate of 5.826 mills. The 5.351 millage rate will levy 8.55% (\$287,210) less tax revenue than last year's millage rate for the general fund.

Below is the estimated tax on a home that is valued at \$150,000 and \$200,000.

| House Value   | Assessed Value | Millage | City Tax  |
|---------------|----------------|---------|-----------|
| \$ 150,000.00 | \$ 60,000.00   | 5.351   | \$ 321.06 |
| \$ 200,000.00 | \$ 80,000.00   | 5.351   | \$ 428.08 |

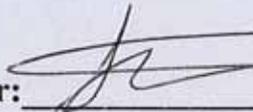
**Department**

**Director:** \_\_\_\_\_



**City**

**Manager:** \_\_\_\_\_



**PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2012**

COUNTY CAMDEN TAXING JURISDICTION CITY OF ST MARYS

**INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED**

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

| DESCRIPTION                           | 2011 DIGEST        | REASSESSMENT OF EXISTING REAL PROP             | OTHER CHANGES TO TAXABLE DIGEST | 2012 DIGEST        |
|---------------------------------------|--------------------|--|---------------------------------|--------------------|
| REAL                                  | 581,863,739        | -52,294,112                                    | -2,405,923                      | 527,163,704        |
| PERSONAL                              | 26,409,316         |  | 741,297                         | 27,150,613         |
| MOTOR VEHICLES                        | 32,560,440         |  | 779,960                         | 33,340,400         |
| MOBILE HOMES                          | 1,127,433          |  | 29,632                          | 1,157,065          |
| TIMBER -100%                          |                    |  | 0                               |                    |
| HEAVY DUTY EQUIP                      |                    |  | 0                               |                    |
| <b>GROSS DIGEST</b>                   | <b>641,960,928</b> | <b>-52,294,112</b>                             | <b>-855,034</b>                 | <b>588,811,782</b> |
| EXEMPTIONS                            | 14,262,182         | 0  | -14,787,182                     |                    |
| <b>NET DIGEST</b>                     | <b>627,698,746</b> | <b>-52,294,112</b>                             | <b>13,407,148</b>               | <b>588,811,782</b> |
| FLPA Reimbursement Value              |                    |  | 0                               |                    |
| <b>Adjusted NET DIGEST</b>            | <b>627,698,746</b> | <b>-52,294,112</b>                             | <b>13,407,148</b>               | <b>588,811,782</b> |
|                                       | <b>(PYD)</b>       | <b>(RVA)</b>                                   | <b>(NAG)</b>                    | <b>(CYD)</b>       |
| <b>2011 MILLAGE RATE &gt;&gt;&gt;</b> | <b>5.351</b>       | <b>2012 PROPOSED MILLAGE RATE &gt;&gt;&gt;</b> |                                 | <b>5.351</b>       |

**THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE**

| DESCRIPTION  | ABBREVIATION | AMOUNT             | FORMULA                |
|--|--------------|--------------------|------------------------|
| 2011 Net Digest  | PYD          | 627,698,746        |                        |
| Net Value Added-Reassessment of Existing Real Property | RVA          | -52,294,112        |                        |
| Other Net Changes to Taxable Digest                    | NAG          | 13,407,148         |                        |
| <b>2012 Net Digest</b>                                 | <b>CYD</b>   | <b>588,811,782</b> | <b>(PYD+RVA+NAG)</b>   |
| 2011 Millage Rate                                      | PYM          | 5.351              |                        |
| Millage Equivalent of Reassessed Value Added           | ME           | -0.475             | <b>(RVA/CYD) * PYM</b> |
| Rollback Millage Rate for 2012                         | RR           | 5.826              | <b>PYM - ME</b>        |

**COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

|  |                              |        |
|--|------------------------------|--------|
| If the 2012 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2) | <b>Rollback Millage Rate</b> | 5.826  |
|  | <b>2012 Millage Rate</b>     | 5.351  |
|  | <b>Percentage Increase</b>   | -8.15% |

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

\_\_\_\_\_  
Chairman, Board of Tax Assessors

\_\_\_\_\_  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

\_\_\_\_\_  
Tax Collector or Tax Commissioner

\_\_\_\_\_  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2012 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2012 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2012 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2012 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

|                         | <u>2007</u>  | <u>2008</u>  | <u>2009</u>  | <u>2010</u>  | <u>2011</u>  | <u>2012</u>  |
|-------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Real and Personal       | 592,747,742  | 666,245,759  | 686,731,424  | 633,531,532  | 608,273,055  | 554,314,317  |
| Motor Vehicles          | 31,907,370   | 33,846,180   | 35,770,460   | 32,640,690   | 32,560,440   | 33,340,400   |
| Mobile Homes            | 1,448,973    | 1,445,663    | 1,351,146    | 1,351,146    | 1,127,433    | 1,157,065    |
| Timber - 100%           | -            | 1,930        | -            | -            | -            | -            |
| Heavy Duty Equipment    | -            | 15,400       | -            | -            | -            | -            |
| Gross Digest            | 626,104,085  | 701,554,932  | 723,853,030  | 667,523,368  | 641,960,928  | 588,811,782  |
| Less M&O Exemptions     | (15,666,236) | (11,867,711) | (13,050,402) | (13,513,338) | (14,262,182) | (14,787,182) |
| Net M&O Digest          | 610,437,849  | 689,687,221  | 710,802,628  | 654,010,030  | 627,698,746  | 574,024,600  |
| Gross M&O Millage       | 9.480        | 9.080        | 8.371        | 8.352        | 8.341        | 8.631        |
| Less Rollbacks          | 3.880        | 3.480        | 3.020        | 3.001        | 2.990        | 3.280        |
| Net M&O Millage         | 5.600        | 5.600        | 5.351        | 5.351        | 5.351        | 5.351        |
| Net Taxes Levied        | 3,418,452    | 3,862,248    | 3,803,505    | 3,499,608    | 3,358,816    | 3,071,606    |
| Net Taxes (\$) Increase | XXXXX        | 443,796      | (58,744)     | (303,897)    | (140,792)    | (287,210)    |
| Net Taxes (%) Increase  | XXXXX        | 12.98%       | -1.52%       | -7.99%       | -4.02%       | -8.55%       |

CONSOLIDATION & EVALUATION OF DIGEST 2012  
CAMDEN COUNTY

DATE RUN TIME RUN  
8/03/12 11:22:32

DISTRICT 01 ST. MARY'S

PROPERTY CLASSES & VALUES

| CLASS AND STRATA | CODE/DESCRIPTION              | COUNT  | ACRES     | 40% VALUE   |
|------------------|-------------------------------|--------|-----------|-------------|
| R1               | RESIDENTIAL IMPROVEMENTS      | 7,826  |           | 256,614,385 |
| R3               | RESIDENTIAL LOTS              | 8,561  | 2,566.41  | 155,243,644 |
| R4               | RESIDENTIAL SMALL TRACTS      | 148    | 625.32    | 4,041,688   |
| R5               | RESIDENTIAL LARGE TRACTS      | 22     | 2,296.82  | 2,350,073   |
| R6               | RESIDENTIAL PROD/STRGE/AUX    | 4      |           | 754         |
| R9               | RESIDENTIAL OTHER REAL        | 1      |           | 3,756       |
| RA               | RESIDENTIAL AIRCRAFT          | 4      |           | 50,852      |
| RB               | RESIDENTIAL BOATS             | 337    |           | 1,175,726   |
|                  |                               | 16,903 | 5,488.55  | 419,480,878 |
| H1               | HISTORIC IMPROVEMENTS         | 5      |           | 96,465      |
| H3               | HISTORIC LOTS                 | 1      | .34       | 491,402     |
|                  |                               | 6      | .34       | 587,867     |
| A1               | AGRICULTURAL IMPROVEMENTS     | 10     |           | 59,344      |
| A3               | AGRICULTURAL LOTS             | 1      | .22       | 6,600       |
| A4               | AGRICULTURAL SMALL TRACTS     | 24     | 270.47    | 639,914     |
| A5               | AGRICULTURAL LARGE TRACTS     | 22     | 2,686.71  | 2,128,126   |
|                  |                               | 57     | 2,957.40  | 2,833,984   |
| V3               | CONSERVTN USE LOTS            | 1      | 27.16     | 66,578      |
| V4               | CONSERVTN USE SMALL TRACTS    | 2      | 22.50     | 74,381      |
| V5               | CONSERVTN USE LARGE TRACTS    | 3      | 83.49     | 167,459     |
|                  |                               | 6      | 133.15    | 308,418     |
| C1               | COMMERCIAL IMPROVEMENTS       | 1,005  |           | 50,923,558  |
| C3               | COMMERCIAL LOTS               | 355    | 553.92    | 22,455,692  |
| C4               | COMMERCIAL SMALL TRACTS       | 64     | 328.98    | 11,537,133  |
| C5               | COMMERCIAL LARGE TRACTS       | 5      | 512.61    | 1,094,304   |
| C9               | COMMERCIAL OTHER REAL         | 1      |           | 518         |
| CA               | COMMERCIAL AIRCRAFT           | 2      |           | 14,320      |
| CB               | COMMERCIAL BOATS              | 5      |           | 325,940     |
| CF               | COMMERCIAL FURN/FIXT/EQPT     | 458    |           | 11,704,592  |
| CI               | COMMERCIAL INVENTORY          | 322    |           | 7,004,224   |
| CP               | COMMERCIAL FREEPORT INV       | 1      |           | 1,791,713   |
|                  |                               | 2,218  | 1,395.51  | 106,851,994 |
| I1               | INDUSTRIAL IMPROVEMENTS       | 60     |           | 3,584,290   |
| I3               | INDUSTRIAL LOTS               | 27     | 812.62    | 5,419,577   |
| I4               | INDUSTRIAL SMALL TRACTS       | 3      | 9.36      | 1,811,584   |
| IF               | INDUSTRIAL FURN/FIXT/EQPT     | 1      |           | 1,670,922   |
| II               | INDUSTRIAL INVENTORY          | 1      |           | 169,078     |
| IP               | INDUSTRIAL FREEPORT INV       | 1      |           | 3,243,246   |
|                  |                               | 93     | 821.98    | 14,268,697  |
| U2               | UTILITY OPERATING UTIL        | 6      |           | 9,962,479   |
| U3               | UTILITY LOTS                  | 1      |           | 20,000      |
|                  |                               | 7      |           | 9,982,479   |
| E0               | NON-PROFIT HOMES FOR THE AGED | 9      | 72.42     | 1,778,631   |
| E1               | PUBLIC PROPERTY               | 213    | 1,410.53  | 22,534,377  |
| E2               | PLACES OF RELIGIOUS WORSHIP   | 86     | 52.94     | 8,812,332   |
| E3               | PROPERTY USED FOR CHARITABLE  | 8      | 26.93     | 372,270     |
| E4               | PLACES OF RELIGIOUS BURIAL    | 2      | 23.37     | 1,228,908   |
| E5               | CHARITY HOSPITALS             | 44     | 64.84     | 8,510,980   |
| E6               | EDUCATIONAL INSTITUTIONS      | 19     | 95.10     | 18,386,830  |
| E7               | AIR & WATER POLLUTION EQUIP   | 1      |           | 25,706      |
| E9               | OTHER EXEMPT                  | 14     | 2.69      | 551,370     |
|                  |                               | 396    | 1,748.82  | 62,201,404  |
|                  | GROSS PROPERTY REAL           |        |           | 527,163,704 |
|                  | GROSS PROPERTY PERSONAL       |        |           | 27,150,613  |
|                  | GROSS PROPERTY PARCELS>       | 10,279 | 12,545.75 | 554,314,317 |
|                  | MOTOR VEHICLE                 | 11,501 |           | 33,340,400  |
|                  | MOBILE HOMES                  | 322    |           | 1,157,065   |
|                  | TIMBER 100%                   |        |           |             |
|                  | HEAVY TRUCK EQUIPMENT         |        |           |             |
|                  | GROSS DIGEST TOTAL ST. MARY'S |        |           | 588,811,782 |

**CITY COUNCIL MEETING**

**August 20, 2012**

**TITLE:** WASTEWATER TREATMENT PLANTS EFFICIENCY STUDY

**PURPOSE:** To authorize Port City Design Group to perform an efficiency analysis of the Point Peter Wastewater Treatment Plant and Scrubby Bluff Wastewater Treatment Plant for the amount of \$14,800.

**RECOMMENDATION:** The Public Works Department recommends approval.

**HISTORY/ANALYSIS:** As a part of efforts to reduce costs to assist with Utility financing (bond payments), an evaluation of wastewater plant efficiencies is needed. The Point Peter and Scrubby Bluff Wastewater Treatments Plants were designed to treat wastewater to the permitted parameters from EPD. One of these parameters is total flow. The Point Peter WWTP is designed to handle 4.0 million gallons per day and the Scrubby Bluff WWTP is designed to handle 500,000 gallons per day. However, these WWTP's are not operating at full capacity. In an effort to increase the operating efficiency of the WWTP's, engineering firms were contacted to provide proposals to perform the analysis. The firms contacted were Jacobs Engineering (formerly JJG), Port City Design Group, Atlantic Coast Consulting, and Hussey, Gay, Bell, & Deyoung. Only one firm submitted a proposal, which was Port City Design Group. A copy of their proposal is attached which explains the scope of work in more detail. Port City Design Group anticipates that the efficiency analysis would provide operational savings to the City which exceeds the cost of the analysis. Funding for this project would come initially from the budgeted amount for the utility rate study but would be offset through the anticipated operational savings generated.

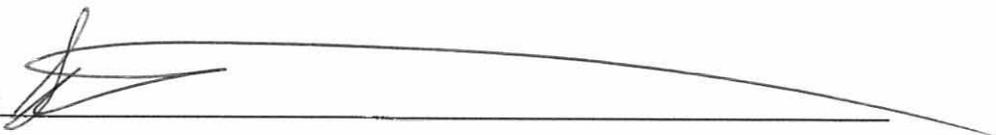
**Department**

**Director:**



**City**

**Manager:**



Mr. Bobby Marr  
Public Works Director  
City of St. Marys  
418 Osborne Street  
St. Marys, GA 31558

June 12, 2012

**RE: ENGINEERING SERVICES  
WASTEWATER TREATMENT FACILITY EVALUATION  
CITY OF ST. MARYS, GEORGIA**

Dear Mr. Marr:

Port City Design Group, LLC (PCDG) appreciates the opportunity to submit this fee proposal to the City of St. Marys (City) to provide engineering services for the referenced project. We understand that the City desires to evaluate facility operations at the Point Peter and the Scrubby Bluff Wastewater Treatment Plants (WWTPs). The City wants to reduce costs by improving operating efficiency at the plants. PCDG, in association with its wastewater operations company, Water-Ops, LLC (Water-Ops), will be evaluating energy and chemical usage and other operations and maintenance activities at the two facilities. Staffing at the plants is at minimum acceptable levels and will not be evaluated for reductions at this time.

The Point Peter WWTP is an activated sludge plant with four sequencing batch reactors (SBR). Currently three SBRs are in operation to accommodate the current influent load. The Scrubby Bluff WWTP has two SBRs in operation. Water-Ops is currently operating a 2.0 MGD Reuse SBR facility for the City of Port Wentworth. The project scope will consist of the following:

PCDG will conduct a workshop with City operations staff at the Point Peter and Scrubby Bluff WWTPs to collect information on facility operations. Assisted by the City, PCDG will collect information on the operation of the major unit processes, such as (but not limited to) SBR cycle times and set points, current operating procedures, sampling and monitoring locations, and electronic copies of operations and performance data.

Facilities assessment will consist of identification and evaluation opportunities to reduce the cost of energy, chemicals, sludge disposal, and other related operations activities. Plant operations activities that will be evaluated and discussed include:

- Operations expenditures
- Types and frequencies of laboratory analyses conducted
- Current and alternate operating strategies (e.g., are the appropriate number of process units in service, review of SBR cycle times/setting, consolidation of sludge processing, etc.)
- Repair and maintenance activities for optimum equipment performance
- Energy use and costs
- Chemical dosing and application points
- Bulk chemical costs
- Bulk chemical evaluation and acquisition procedures
- Process equipment efficiencies (Pumps and blowers not equipped with variable frequency drives (VFDs), oversized, etc.)
- Current SCADA capabilities and potential improvements
- Solids disposal costs
- Need for operations data management system

Mr. Bobby Marr

June 12, 2012

PCDG will review influent flow data, to evaluate streamlining process trains to reduce electricity costs and reducing overall plant maintenance. PCDG will also evaluate operations and performance data and provide, based on findings, recommendations for changes in process control and sampling and monitoring locations. PCDG will review plants' current SCADA's capabilities to provide sufficient information for proper process control and provide recommendations for improvements, such as additional instrumentation. PCDG will determine the operations staff's capability to make informed process control decisions such as increase or decrease setpoints, cycle times, etc. and determine whether they might benefit from additional process optimization training.

PCDG will also review the plants' maintenance program, to determine if manufacturers' recommended preventive maintenance has been performed on equipment and instrumentation at the plants.

PCDG will review the current standard operating procedures (SOPs) and make recommendations for the development of additional SOPs (e.g., process troubleshooting, emergency conditions, and wet-weather operating plan). Maintaining a high level of performance from the equipment and the treatment processes is critical to operating efficiency.

PCDG will prepare a draft report summarizing the historic data review, the options that were evaluated, the estimated cost savings, and additional recommendations, such as the development of SOPs and operator training activities. The draft report will be submitted to the City for review and comment. Prior to finalizing the report, PCDG will meet with the City to review and discuss the comments associated with the draft report.

The scope of services for this project will be completed within 90 days after Notice-to-Proceed is given by the City. Our fee to provide the above-described services will be: \$ 14,800.00.

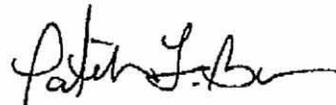
Thank you for the opportunity to submit this fee proposal.

Sincerely,

PORT CITY DESIGN GROUP, LLC



James C. Vaughn, Jr., P.E.  
Principal



Patrick L. Burk, P.E.  
Principal

**CITY COUNCIL MEETING**  
**August 20, 2012**

**TITLE:** SEPTEMBER 3<sup>RD</sup> CITY COUNCIL MEETING: *Reschedule or Cancel*

**PURPOSE:** To discuss whether to cancel or reschedule the meeting due to the Labor Day holiday and vacations.

**RECOMMENDATION:** To either cancel the meeting or reschedule on Tuesday, September 4<sup>th</sup>.

**HISTORY/ANALYSIS:**

Each year, City offices are closed for specific holidays that are approved by Council the previous year. Council consideration is needed to either cancel or reschedule the City Council meeting due to the holiday, which might lead to a lack of quorum in attendance at the meeting.

**Department**

**Director:** Marlene M. Roellig

**City Manager:** [Signature]

**CITY COUNCIL MEETING**  
**August 20, 2012**

**TITLE: LOCAL OPTION SALES TAX NEGOTIATIONS: *Discussion***



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

July 9, 2012

David L. Rainer  
200 East 4<sup>th</sup> Street  
P.O. Box 99  
Woodbine, Georgia 31569

Dear Chair Rainer:

This letter is a follow up to our LOST negotiation meeting on July 5, 2012.

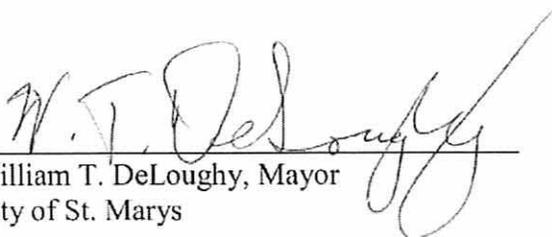
It is our understanding that Camden County's position in regard to LOST is to remain at the current percentages with the municipalities (i.e. 50%-50%). You indicated the basis for your position was predicated on the overall population of the County (when compared to the proportion of the County population which is in the municipalities). You indicated the justification for the County's position was based on services to the municipalities provided by County Constitutional Officers. You also referenced some services provided by the County to the municipalities, which you indicated the County is legally required to provide. The municipalities summarized our position on several factors which are consistent with the criteria mentioned in the LOST sales tax statutes.

The municipalities requested, and you agreed to provide, written supporting documentation of your above position, specifically related to the issue of providing services to the municipalities. We would expect such documentation to include the costs incurred by the County for providing such services

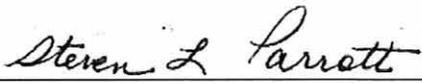
and the revenues received through the municipalities for such services. We would appreciate receiving the above referenced information by July 23, 2012 in order for the municipalities to more fully understand your position with regard to the LOST percentages. The requested information will be useful for our August 6, 2012 LOST follow-up meeting.

The County and municipalities both indicated the need to amicably resolve the LOST percentage amounts without going to arbitration.

We look forward to your written responses noted above and continuing our negotiations on August 6, 2012. . Please feel free to let us know if there is a need for any clarification.

  
\_\_\_\_\_  
William T. DeLoughy, Mayor  
City of St. Marys

  
\_\_\_\_\_  
Kenneth E. Smith, Sr., Mayor  
City of Kingsland

  
\_\_\_\_\_  
Steven L. Parrott, Mayor  
City of Woodbine

cc: Steven Howard; Camden County Administrator  
Gwendolyn W. Mungin Kingsland City Manager  
Steven S. Crowell, Jr.; St. Marys City Manager  
Sandra Rayson; Woodbine City Administrator



# Board of County Commissioners

P.O. Box 99/200 East 4<sup>th</sup> Street • Woodbine, GA 31569

Phone: (912) 576.4021 • Fax: (912) 576.5647 • www.co.camden.ga.us

July 30, 2012

HARD COPY SENT VIA U.S.P.S.  
ELECTRONIC COPY SENT VIA EMAIL

Honorable Bill Deloughy, Mayor  
City of St. Marys  
418 Osborne Street  
St. Marys, GA 31558

Honorable Kenneth Smith, Mayor  
City of Kingsland  
P.O. Box 250  
Kingsland, GA 31548

Honorable Steve Parrott, Mayor  
City of Woodbine  
P.O. Box 26  
310 Bedell Avenue  
Woodbine, GA 31569

RE: Renegotiations of Local Options Sales Tax Distribution

Dear Honorable Mayors of St. Marys, Kingsland, and Woodbine:

In response to your letter dated July 09, 2012, please find attached additional documentation for clarification concerning our L.O.S.T. meeting that was held on July 05, 2012. In that meeting, the County referred to service delivery responsibilities to population served concerning mandated services, functions and offices. The County has additional service delivery responsibilities beyond the mandated requirements as approved in the service delivery strategy arrangements in 2008. The county has given consideration to all criteria as indicated in O.C.G.A. § 48-8-89.

Please find below the following criteria that the County has given consideration to during the renegotiations of the L.O.S.T. distribution:

- Eight Criteria based upon but not limited to O.C.G.A. § 48-8-89 [Exhibit A]
- Summary of specific state mandated services to population served 50,513 [Exhibit B]
- County Services mandated and discretionary in accordance with O.C.G.A. [Exhibit C]
- Summary of mandated and discretionary services [Exhibit D]
- Additional L.O.S.T. distribution formulas for consideration [Exhibit E]
- Letter from Attorney General dated June 14, 2012 [Exhibit F]
- Letter from Department of Revenue ref. current L.O.S.T. distribution dated July 26, 2004 [Exhibit G]

[continued...]

*“Georgia’s Coastal Community of Choice”*

STEVE L. HOWARD  
County Administrator

O. BRENT GREEN  
County Attorney

WILLIS R. KEENE JR.  
Commissioner, District 1

CHUCK CLARK  
Commissioner, District 2

JIMMY STARLINE  
Commissioner, District 3

GARY BLOUNT  
Commissioner, District 4

DAVID L. RAINER  
Commissioner, District 5

The consensus of the Board of County Commissioners remains that although the total service delivery responsibilities to the population served has increased for the County since the last United States Census count in 2010, in the spirit of working together we are not seeking to increase our percentage at this time.

I look forward to our next scheduled meeting on Monday, August 06, 2012.

Please feel free to contact me with any question you may have.

Sincerely,



David L. Rainer, Chair  
Board of County Commissioners

Attachment(s): Exhibit A - Eight Criteria based upon but not limited to O.C.G.A. § 48-8-89  
Exhibit B - Summary of specific state mandated services to population served 50,513  
Exhibit C - County Services mandated and discretionary in accordance with O.C.G.A.  
Exhibit D - Summary of mandated and discretionary services  
Exhibit E - Additional L.O.S.T. distribution formulas for consideration  
Exhibit F - Letter from Attorney General - June 14, 2012  
Exhibit G - Letter from Department of Revenue ref. current L.O.S.T. distribution - July 26, 2004

cc: Board of County Commissioners  
Steve L. Howard, County Administrator  
Steve S. Crowell, City Manager of St. Marys  
Gwendolyn W. Mungin, City Manager of Kingsland  
Sandy Rayson, City Administrator of Woodbine

*“Georgia’s Coastal Community of Choice”*

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Commissioner, District 3

GARY BLOUNT  
Commissioner, District 4

DAVID L. RAINER  
Commissioner, District 5

# L.O.S.T. Renegotiations 2012

The Eight Criteria based upon but not limited to O.C.G.A. § 48-8-89:

1. Service delivery responsibilities of each government to population served
  - County response: *The County service delivery responsibility to population served is 50,513. (City of Kingsland population: 15,946; City of St. Marys population: 17,121; and City of Woodbine population: 1,412)*
2. Service delivery responsibilities of each local government to resident population
  - County response: *The County is responsible for service delivery to 50,513 residents.*
3. Existing service delivery responsibility of each local government
  - County response: *Service delivery responsibilities were approved by the County and the Cities of Kingsland, St. Marys, and Woodbine during October 2008.*
4. Effect of change in distribution on ability of each local government to meet short and long term debt
  - County response: *Please note: Short-term and long term debt cannot be secured through dedication of L.O.S.T. proceeds.*
5. Point of sale and use that actually generates the sales tax
  - County response: *All sales take place in the county whether located in the incorporated or unincorporated areas.*
6. Intergovernmental agreements between local governments
  - County response: *There are no previous side agreements in place that shifted L.O.S.T. proceeds to expand services in unincorporated areas of the county by the cities.*
7. Use by any local government of property taxes and other revenues from some taxpayers to subsidize cost of services provided to other taxpayers
  - County response: *There was no conflict raised by the Cities of Kingsland, St. Marys, and Woodbine during the service delivery strategy agreements that were approved in October 2008.*
8. Any coordinated plan of county and city service delivery and financing
  - County response: *Refer to Service Delivery Strategy Agreement as approved by the County and the Cities of Kingsland, St. Marys, and Woodbine.*

# State Mandated Services, Functions, and Offices

## General Fund Only

|                         | Total Cost of<br>Services |
|-------------------------|---------------------------|
| State Court             | \$ -                      |
| Probate Court           | (319,958)                 |
| Adult Probation         | 11,990                    |
| Superior Court          | 3,292                     |
| District Attorney       | 437,367                   |
| Public Defender         | 195,577                   |
| Magistrate Court        | 247,402                   |
| Juvenile Court          | 254,670                   |
| Juvenile Justice        | 17,720                    |
| Coroner                 | 40,730                    |
| Clerk of Superior Court | 591,504                   |
| Jail                    | 2,560,621                 |
| Health Department       | 384,761                   |
| DFACS                   | 90,900                    |
| Emergency Mgmt Agency   | 98,211                    |
| Tax Assessor            | 878,420                   |
| Board of Equalization   | 21,624                    |
| Tax Commissioner        | (641,526)                 |
| Registrar               | 139,808                   |
| Sheriff's Office        | 3,593,995                 |
| Animal Control          | 289,124                   |
|                         | * \$ <b>8,896,230</b>     |

\* This figure includes reductions for revenues collected for FY 2012, excluding property taxes. It does not include indirect costs for support services such as Accounting, Payroll, HR, Worker's Comp, or Unemployment costs.

# COUNTY SERVICES

## Mandated and Discretionary

### Court System

1. State Court\*\*
  - (a) Trial of civil claims\*\* O.C.G.A. § 15-7-4(a)(2)
  - (b) Trial of criminal prosecutions\*\* O.C.G.A. § 15-7-4(a)(1), (b)
  - (c) Solicitor-general\*\* O.C.G.A. § 15-18-60, § 15-18-66
  - (d) Issuance of warrants\*\* O.C.G.A. § 15-7-4(a)(3)
  - (e) Indigent defense services\*\* O.C.G.A. § 17-12-1, § 17-12-23, § 17-12-24
2. Probate Court\*\*
  - (a) Probate wills\*\* O.C.G.A. § 15-9-30(a)(1)
  - (b) Perform marriages/issue licenses\*\* O.C.G.A. § 15-9-30(b)(7)
  - (c) Commitment of guardianship\*\* O.C.G.A. § 15-9-30(a)(5)
  - (d) Handle traffic violations O.C.G.A. § 15-9-30(b)(8)
  - (e) Commitment hearings\*\* O.C.G.A. § 15-9-30(b)(10)
  - (f) Administer fish & game laws\*\* O.C.G.A. § 15-9-30(b)(9)
  - (g) Supervise elections O.C.G.A. § 15-9-30(b)(2)
  - (h) Indigent defense services O.C.G.A. § 17-12-1, § 17-12-23, § 17-12-24
3. Superior Court\*\*
  - (a) District attorney\*\* O.C.G.A. § 15-18-6
  - (b) Bailiffs\*\* O.C.G.A. § 15-6-35
  - (c) Trial of criminal prosecutions\*\* O.C.G.A. § 15-6-8(1)
  - (d) Trial of civil claims\*\* O.C.G.A. § 15-6-8(1)
  - (f) Indigent defense services\*\* O.C.G.A. § 15-6-77(d)
4. Magistrate Court\*\*
  - (a) Trial of civil claims\*\* O.C.G.A. § 15-10-2(5)
  - (b) Issuance of warrants\*\* O.C.G.A. § 15-10-2(1)
  - (c) Trial of ordinance violations\*\* O.C.G.A. § 15-10-2(4)
  - (d) Indigent defense services\*\* O.C.G.A. § 17-12-1, § 17-12-23, § 17-12-24
5. Juvenile Court\*\*
  - (a) Delinquency proceedings\*\* O.C.G.A. § 15-11-63, § 15-11-65
  - (b) Appointment of guardians\*\* O.C.G.A. § 15-11-30.1
  - (c) Deprivation\*\* O.C.G.A. § 15-11-54, § 15-11-55, § 15-11-56
  - (d) Medical care for juveniles in custody\*\* O.C.G.A. § 15-11-13, § 15-11-62(b)(5)
  - (e) Juvenile counseling\*\* O.C.G.A. § 15-11-57, § 15-11-62(b)(5)
  - (a) Indigent defense services\*\* O.C.G.A. § 15-11-6
6. Coroner or medical examiner\*\* O.C.G.A. § 45-16-1
7. Superior Court Clerk\*\*
  - (a) Land Records\*\* O.C.G.A. § 15-6-61(a)(4)(C)
  - (b) Recording of maps and plats\*\* O.C.G.A. § 15-6-61(a)(4)(C), § 15-6-67
  - (b) Jury pools\*\* O.C.G.A. § 15-12-40, § 15-12-43
  - (d) Recording military service records\*\* O.C.G.A. § 15-6-72
  - (e) Collect fees and fine add-ons for the State of Georgia\*\* O.C.G.A. § 15-6-60(2),(4), § 15-6-61(a)(14)
  - (c) Business records\*\* O.C.G.A. § 15-6-61(a)(4)(C), § 15-6-61(a)(13)
- Vital records (birth/death records, etc.) \*\* O.C.G.A. § 31-10-6, § 31-10-9, § 31-10-15
- Jail\*\* O.C.G.A. § 42-4-4 (All of Chapter 4)
- Health Services\*\* (All of Title 31, Chapter 3)
  1. Physical Health & Disease Control\*\* O.C.G.A. § 31-3-4
  2. Environmental Health/Septic tanks\*\* O.C.G.A. § 31-3-4, § 31-2-7
  3. Mental Health/Substance Abuse\*\* O.C.G.A. § 37-2-6, § 37-3-2 (All of Title 37)
  4. Mental Retardation\*\* O.C.G.A. § 37-5-5, 6
- Public Assistance and Family Services\*\*
  1. DFACS\*\* O.C.G.A. § 49-3-1, § 49-3-5, § 49-3-6
  2. Indigent health care O.C.G.A. § 31-8-1, § 31-8-4

\*\* Mandated Services, Functions or Offices

|   |  |
|---|--|
| Emergency/disaster management**                 | O.C.G.A. § 38-3-27                                 |
| Property tax appraisal**                        | O.C.G.A. § 48-5-263, § 48-5-264                    |
| Tax appeals/board of equalization**             | O.C.G.A. § 48-5-311                                |
| Tax commissioner**                              |  |
| 1. Prepare property tax digest**                | O.C.G.A. § 48-5-274                                |
| 2. Collect taxes**                              | O.C.G.A. § 48-5-127                                |
| 3. Adjudicate tax liens/delinquent collection** | O.C.G.A. § 48-5-146, § 48-5-161                    |
| 4. License tags**                               | O.C.G.A. § 40-2-23                                 |
| County law library                              | O.C.G.A. § 36-15-4 (All of Chapter 15)             |
| Elections and registration**                    | O.C.G.A. § 21-2-40, § 21-2-70, § 21-2-215          |
| Cooperative Extension Service                   | O.C.G.A. § 2-6-5                                   |
| Sheriff**                                       |  |
| 1. Transportation of inmates**                  | O.C.G.A. § 42-4-4(a)(3)                            |
| 2. Pistol/concealed weapon permits**            | O.C.G.A. § 16-11-129                               |
| 3. Transportation of mentally ill**             | O.C.G.A. § 37-3-101                                |
| 4. Jail management**                            | O.C.G.A. § 42-4-4                                  |
| 5. Court security and related duties**          | O.C.G.A. § 15-16-10(a)(10)                         |
| 6. Serves papers**                              | O.C.G.A. § 15-16-10(a)(1)                          |
| 7. Collects delinquent taxes                    | O.C.G.A. § 48-5-161(c)(2)                          |
| 8. Law enforcement/patrol                       | O.C.G.A. § 15-16-1, O.C.G.A. § 15-16-10(a)(8), (c) |
| Law enforcement: county police                  | O.C.G.A. § 36-8-1, § 36-8-5                        |
| Law enforcement: dive team                      |  |
| Law enforcement: investigations                 | O.C.G.A. § 35-3-8.1                                |
| Law enforcement: drug task forces               |  |
| Fire protection                                 | O.C.G.A. § 25-3-1 (All of Chapter 3)               |
| Senior services                                 | O.C.G.A. § 49-6-2, 3; § 49-6-62                    |
| Water supply                                    | O.C.G.A. § 12-5-472, § 12-5-476                    |
| Water quality                                   | O.C.G.A. § 36-34-5                                 |
| Sewage collection                               | O.C.G.A. § 36-34-5                                 |
| Sewage treatment                                | O.C.G.A. § 36-34-5                                 |
| Solid waste collection                          | O.C.G.A. § 12-8-31.1                               |
| Solid waste disposal                            | O.C.G.A. § 12-8-31.1                               |
| Erosion and sedimentation control               | O.C.G.A. § 12-7-4, § 12-7-6                        |
| Stormwater management                           | O.C.G.A. § 12-7-4, § 12-7-6                        |
| Public hospitals / support for hospitals        | O.C.G.A. § 31-7-75                                 |
| Libraries                                       | O.C.G.A. § 36-34-5.1                               |
| Cable TV/cable franchising                      | O.C.G.A. § 36-18-2, 3                              |
| Animal control                                  |  |
| 1. Dangerous dog control**                      | O.C.G.A. § 4-8-22                                  |
| Road and street lighting                        | O.C.G.A. § 32-4-41                                 |
| Airports  | O.C.G.A. § 6-3-20                                  |
| 911 Services                                    | O.C.G.A. § 46-5-124, § 46-5-133, § 46-5-136        |
| Public transportation                           | O.C.G.A. § 32-9-11, § 32-9-2(b)                    |
| Planning & zoning                               | O.C.G.A. § 36-66-2                                 |
| GIS   | O.C.G.A. § 36-22-13, § 36-22-8(a)                  |
| Building inspections                            | O.C.G.A. § 8-2-26                                  |
| Economic development                            | O.C.G.A. § 50-7-8(8), (10)                         |
| Public housing                                  | O.C.G.A. § 8-3-30, § 8-3-106                       |
| Ambulance/paramedic services                    | O.C.G.A. § 31-11-1                                 |
| Street & bridge maintenance and construction    | O.C.G.A. § 32-4-41, § 36-14-1                      |
| Parks & Recreation                              | O.C.G.A. § 12-3-1(a)(3), § 12-3-3(b)(1), § 12-3-33 |

\*\* Mandated Services, Functions or Offices

**State Mandated Services, Functions, and  
General Fund Only**

|                         | Total Cost of<br>Services |
|-------------------------|---------------------------|
| State Court             | \$ -                      |
| Probate Court           | (319,958)                 |
| Adult Probation         | 11,990                    |
| Superior Court          | 3,292                     |
| District Attorney       | 437,367                   |
| Public Defender         | 195,577                   |
| Magistrate Court        | 247,402                   |
| Juvenile Court          | 254,670                   |
| Juvenile Justice        | 17,720                    |
| Coroner                 | 40,730                    |
| Clerk of Superior Court | 591,504                   |
| Jail                    | 2,560,621                 |
| Health Department       | 384,761                   |
| DFACS                   | 90,900                    |
| Emergency Mgmt Agency   | 98,211                    |
| Tax Assessor            | 878,420                   |
| Board of Equalization   | 21,624                    |
| Tax Commissioner        | (641,526)                 |
| Registrar               | 139,808                   |
| Sheriff's Office        | 3,593,995                 |
| Animal Control          | 289,124                   |
|                         | <b>\$ 8,896,230</b>       |
|                         | Revenues 2,779,777        |
|                         | Health (1,325,400)        |
| Original Budget Totals  | <b>\$ 10,350,607</b>      |

**Other Non-mandated Services:**

|                                       |                      |
|---------------------------------------|----------------------|
| General Government                    | \$ 7,166,431         |
| Judicial                              | -                    |
| Public Safety                         | 4,730,373            |
| Public Works                          | 1,680,961            |
| Health & Welfare                      | 186,267              |
| Culture/Recreation                    | 366,541              |
| Housing & Development                 | 652,294              |
| <b>2013 Total General Fund Budget</b> | <b>\$ 25,133,474</b> |

**LOST Distribution Formulas**  
**Possible Calculation Methods**  
**Negotiations for Census 2012**

LOST for CY 2011

**\$6,960,954**

Collections for all entities

Per Information obtained from State of Georgia, this is LOST received from Jan 2011 - Dec 2011.

**Current Method (2004 census Data)**

| County       | Census #      | True Allocation/ | Agreed Upon      |
|--------------|---------------|------------------|------------------|
|              |               | Actual Percent   | Contract Percent |
| County       | 43,664        | 63.14%           | 50.00%           |
| St. Marys    | 13,761        | 19.90%           | 27.00%           |
| Kingsland    | 10,506        | 15.19%           | 20.61%           |
| Woodbine     | 1,218         | 1.76%            | 2.39%            |
| <b>Total</b> | <b>69,149</b> | <b>100.00%</b>   | <b>100.00%</b>   |

\* This method reflects the fact that citizens of the County may also be citizens of a city.

**Proposed Allocation Methods**

These are simply possible methods. Current law does not require any particular criteria to be used.

**Method # 1 : Population Shares (using 2010 census data)**

| County       | Census #      | Percent        |
|--------------|---------------|----------------|
| County       | 50,513        | 59.43%         |
| St. Marys    | 17,121        | 20.14%         |
| Kingsland    | 15,946        | 18.76%         |
| Woodbine     | 1,412         | 1.66%          |
| <b>Total</b> | <b>84,992</b> | <b>100.00%</b> |

**Method # 2 : Shares of Property Taxes**

| County       | Gross Digest           | Millage | Taxes                   | Percent        |
|--------------|------------------------|---------|-------------------------|----------------|
| County       | \$ 1,798,393,298       | 11.70   | \$21,041,201,587        | 73.37%         |
| St. Marys    | \$ 641,960,928         | 5.35    | \$3,434,490,965         | 11.98%         |
| Kingsland    | \$ 498,078,147         | 8.00    | \$3,984,625,176         | 13.89%         |
| Woodbine     | \$ 29,126,462          | 7.50    | \$218,448,465           | 0.76%          |
| <b>Total</b> | <b>\$2,967,558,835</b> |         | <b>\$28,678,766,192</b> | <b>100.00%</b> |

**Method # 3 : Shares of Gross Property Tax Digest**

| County       | Gross Digest           | Percent        |
|--------------|------------------------|----------------|
| County       | \$ 1,798,393,298       | 60.60%         |
| St. Marys    | \$ 641,960,928         | 21.63%         |
| Kingsland    | \$ 498,078,147         | 16.78%         |
| Woodbine     | \$ 29,126,462          | 0.98%          |
| <b>Total</b> | <b>\$2,967,558,835</b> | <b>100.00%</b> |

**Method # 4 : Shares of Commercial/Industrial Property Tax Digest**

| County       | Commerical Digest     | Percent        | Industrial Digest    | Percent        |
|--------------|-----------------------|----------------|----------------------|----------------|
| County       | \$ 265,397,528        | 52.99%         | \$ 26,225,299        | 61.94%         |
| St. Marys    | \$ 110,006,312        | 21.96%         | \$ 15,090,639        | 35.64%         |
| Kingsland    | \$ 120,098,590        | 23.98%         | \$ 783,446           | 1.85%          |
| Woodbine     | \$ 5,346,529          | 1.07%          | \$ 241,881           | 0.57%          |
| <b>Total</b> | <b>\$ 500,848,959</b> | <b>100.00%</b> | <b>\$ 42,341,265</b> | <b>100.00%</b> |

**Method # 5 : Shares of Total General Fund Expenditures**

| County       | FY 2011 Audited<br>General Fund<br>Expenditures | Percent        | Services are county wide |
|--------------|---|----------------|--------------------------|
| County       | \$ 26,139,060                                   | 56.00%         |                          |
| St. Marys    | \$ 10,307,482                                   | 22.08%         |                          |
| Kingsland    | \$ 9,450,796                                    | 20.25%         |                          |
| Woodbine     | \$ 780,533                                      | 1.67%          |                          |
| <b>Total</b> | <b>\$ 46,677,871</b>                            | <b>100.00%</b> |                          |



## GEORGIA DEPARTMENT OF LAW

40 CAPITOL SQUARE SW  
ATLANTA, GA 30334-1300

SAMUEL S. OLENS  
ATTORNEY GENERAL

www.law.ga.gov  
(404) 656-3300

Writer's Direct Dial:  
404-656-3376  
Fax 404-656-2283

June 14, 2012

Walter G. Elliott, Esq.  
Attorney for Lowndes County  
Elliott, Blackburn & Gooding, P.C.  
3016 North Patterson Street  
Valdosta, Georgia 31602

RE: Distribution of local option sales tax proceeds

Dear Mr. Elliott:

You have asked whether the distribution of Local Option Sales Tax (LOST) proceeds in accordance with O.C.G.A. § 48-8-80, et seq. should consider Lowndes County's service delivery responsibilities to the population of the entire county or to the population of the unincorporated area only. Based on the statutes and case law discussed below, we agree with your conclusion that O.C.G.A. § 48-8-89(b)(2) refers to the service delivery responsibilities to the county's entire population. However, we further note that additional facts beyond the criteria listed in this statute may be considered during the negotiations regarding distribution of LOST proceeds. See O.C.G.A. § 48-8-89(b).

In pertinent part Georgia Code Section 48-8-89, concerning the required certificate specifying the distribution of LOST proceeds, provides that:

the distribution of proceeds of the tax as specified in the certificate shall be based upon, **but not be limited to**, the following criteria:

- (1) The service delivery responsibilities of each political subdivision to the population served by the political jurisdiction...
- (2) The service delivery responsibilities of each political subdivision to the resident population of the subdivision;
- (3) The existing service delivery responsibility of each political subdivision.

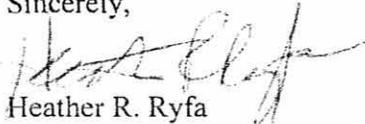
Walter G. Elliott  
June 14, 2012  
Page 2 of 2

O.C.G.A. § 48-8-89(b) (emphasis added). In Nielubowicz v. Chatham County, 252 Ga. 330, 332 (1984), the Georgia Supreme Court held that the special district created by the local option sales tax statute is the entire county (including municipalities within the county). The court further determined that the phrase “political subdivision,” as used in O.C.G.A. § 48-8-91<sup>1</sup>, meant the entire county, not just the unincorporated areas of the county. Id.

The Georgia appellate courts have not had occasion to determine what is meant by “the service delivery responsibilities of each political subdivision to the resident population of the subdivision.” O.C.G.A. § 48-8-89(b)(2). However, in light of the decision in Nielubowicz, the phrase should be interpreted to refer to the entire county rather than just the unincorporated areas within the county. 252 Ga. at 332. Furthermore, this interpretation makes sense in light of the expansiveness of the criteria in Section 48-8-89(b). The listed criteria are the “service delivery responsibilities” of each political subdivision, both to its residents as well as to visitors. See O.C.G.A. § 48-8-89(b)(1)-(3). The statute requires consideration of services provided by municipalities and/or the county to nonresident workers who commute into the municipality, as well as those who attend athletic events, conventions, and other such events. See O.C.G.A. § 48-8-89(b)(1). Since the county provides some services, such as its court system, jail, elections, and parks and recreation, to all of its residents, including the residents of municipalities, such services should be considered as part of the county’s service delivery responsibilities as well.

For this reason, I agree with you that the phrase “service delivery responsibilities of each political subdivision” used in § 48-8-89(b)(2) refers to the service delivery responsibilities to the county’s entire population. However, additional criteria beyond those specifically enumerated in the statute may be used to determine the distribution of the LOST proceeds. See O.C.G.A. § 48-8-89(b). Please feel free to contact me if you have any questions.

Sincerely,

  
Heather R. Ryfa

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<sup>1</sup> Georgia Code Section 48-8-91 deals with the use of the local option sales tax proceeds to reduce the ad valorem taxation rates.



## Department of Revenue

Bart L. Graham  
Commissioner

Sales & Use Tax Division  
1800 Century Blvd NE STE 8214  
Atlanta GA 30345  
404-417-6601  
Fax: 404-417-6629

Phillip M. Embry  
Director

CAMDEN COUNTY BOARD OF COMMISSIONERS  
(LOST)  
PO BOX 99  
WOODBINE GA 31569-

July 26, 2004

To Whom It May Concern:

Below is a listing of the current distribution percentages being utilized within your county for the local option sales tax. Copies of these percentages are being sent to each jurisdiction receiving distributions within the county. These percentages are being provided for your review.

| CAMDEN                                      | LOCAL OPTION SALES TAX |
|---|------------------------|
| <i>CAMDEN COUNTY BOARD OF COMMISSIONERS</i> | 50                     |
| <i>CITY OF KINGSLAND</i>                    | 20.61                  |
| <i>CITY OF ST. MARYS</i>                    | 27                     |
| <i>CITY OF WOODBINE</i>                     | 2.39                   |

If you need any additional information, please feel free to contact me at 404-417-6625 or Kelli Womack at 404-417-6635.

Sincerely,

Jonathan K. Ussery  
Operations Manager

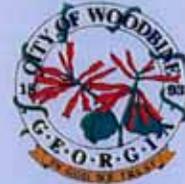
JU



P.O. Box 250  
Kingsland, Georgia 31548



418 Osborne Street  
St. Marys, Georgia 31558



P.O. Box 26  
Woodbine, Georgia 31569

August 13, 2012

David L. Rainer  
Chairman, Camden County Board of Commissioners  
200 East Fourth Street  
PO Box 99  
Woodbine, Georgia 31569

Dear Chairman Rainer:

This letter is a response to your July 30, 2012 letter to the Mayors of Kingsland, St. Marys, and Woodbine concerning LOST and to your request regarding the cities official position on the matter. You noted in the correspondence of July 30, 2012 and in earlier meetings the County's desire to maintain the current Local Option Sales Tax (LOST) distribution of 50 percent to Camden County.

Per previous LOST meetings, the cities' maintain a position that supports their requirement for a significantly higher percentage of the LOST proceeds than the 50 percent combined total they currently receive.

Rationale for the increase in LOST proceeds for the cities is based upon the points as shown below:

History/Background—In 1994, the LOST distribution formula was 57 percent for the cities, while the County received 43 percent of the proceeds. In 2002, the negotiated LOST formula resulted in a distribution of 50 percent for the cities and 50 percent for the County. The 50 percent distribution for the county and the 50 percent distribution for cities occurred after the County threatened to let the LOST expire. The cities and the County were to discuss the allocation of the funds within three years. The promised subsequent discussion regarding the LOST distribution did not take place between the cities and the County. The 2002 allocation of the LOST distribution resulted in the cities losing a minimum of \$5,000,000 dollars over the course of the current LOST. The decrease in LOST revenues, the growth in population of the cities, city workday population increases and the enhanced service needs for the populations of the cities of Kingsland, St. Marys, and Woodbine have significantly impacted our citizens and heightened the need to rebalance the LOST distribution percents.

Tax Digest

The entire tax digest (after exemptions) of Camden County is approximately \$1.5 billion. Of the \$1.5 billion, nearly \$1.1 billion of the tax digest or 74.64 percent is from the incorporated cities of Kingsland, St. Marys, and Woodbine. In contrast, the tax digest of the unincorporated area of Camden County is \$389 million dollars or 25.36%. Therefore, nearly 75 percent of the tax digest of the entire County resides within the cities, commensurate with the increased pressure on city infrastructure and service level requirements.

**Office of the Mayor**

Voice: (912) 510-4041 Fax (912) 510-4013 E-mail: [bill.deloughy@stmarysga.gov](mailto:bill.deloughy@stmarysga.gov)

### Population

Change in Population—Since the LOST negotiation occurred in 2002, all three cities have gained substantially in population while unincorporated Camden County population has declined. The 2000 and 2010 US Census numbers are referenced below:

| Increase/Decrease<br>Jurisdiction | 2000 Census | % LOST Proceeds(1994) | 2010 Census | %LOST Proceeds (2002) | Population(2000-2010) |
|-----------------------------------|-------------|-----------------------|-------------|-----------------------|-----------------------|
| Kingsland                         | 10,506      | 20.49                 | 15,946      | 20.61 (+0.12)         | +5,440 (+51.78)       |
| St. Marys                         | 13,761      | 29.26                 | 17,121      | 27.00 (-2.28)         | +3,360 (+24.42)       |
| Woodbine                          | 1,218       | 6.72                  | 1,412       | 2.39 (-4.33)          | +194 (+15.92)         |
| Camden County<br>(unincorporated) | 18,179      | 43.53                 | 16,034      | 50.00 (+6.47)         | -2,145 (-11.80)       |
| TOTAL                             | 43,664      | 100.00                | 50,513      | 100.00                | +6,849                |

As noted in the data above, all three cities have increased significantly in population while unincorporated Camden County has decreased in population. Based upon the 2010 Census, greater than 68 percent of the population of Camden County resides in the cities. Increasing municipal populations create a greater demand for higher amounts and enhanced amounts of services. Since city residents pay city taxes in addition to county taxes, the additional infrastructure and service demands need to be rebalanced in LOST to reflect the growth in the cities and the consequent increased service delivery demands that far outstrip any growth in service demands of the County.

### Business Licenses

According to the 2010 Census, 844 business licenses were issued in Camden County and only 64 of these businesses are located in the unincorporated area. Approximately 92 percent of the businesses in the entire county are located within the incorporated cities of Kingsland, St. Marys, and Woodbine.

Therefore, 92 percent of the businesses that generate sales taxes, including the local option sales tax, are located within the cities of Kingsland, St. Marys, and Woodbine. It is important to note that businesses in the cities generate the funds for providing the bulk of services to its residents, including but not limited to, Fire, Police, and Public Works. The cities facilitate nearly all the sales dollars generated in the County and deal with nearly all the daily influx of workers that add additional pressure, wear and tear and stress on city services with little impact to the County.

### Commercial Parcels

Of the approximately 3,618 commercial parcels in the entire county, 2,987 or 82.56 percent of the commercial parcels are located in the cities per the 2010 US Census. Only 631 or 17.44 percent of the commercial parcels are located in the unincorporated area of Camden County.

As noted earlier with the business licenses, 82.56 of the sales tax generating commercial parcels are located with the cities. Therefore, the cities with their significant commercial parcels provide the revenues to fund the bulk of services such as Fire, Police, and Public Works to our city residents and to the County in a proportion no longer substantiated by the current distribution formula for LOST.

Based upon, but not limited to the information stated earlier, the cities of Kingsland, St. Marys, and Woodbine contend that the cities should receive 60 percent of the LOST proceeds and that the County should receive 40 percent of the LOST proceeds. The change in the distribution, from the current percentage of 50 percent to 60 percent, would be phased over a three year period. This phase in concession by the cities is in keeping with the good working relationship currently enjoyed between the cities and County and a gesture recognizing all the entities interest in resolving LOST negotiations without going to mediation or arbitration.

### **Office of the Mayor**

Voice: (912) 510-4041 Fax (912) 510-4013 E-mail: bill.deloughy@stmarysga.gov

Per previous correspondence and as noted above, the cities and the County stated the desire and the need to resolve the LOST percentage amounts without going to arbitration. However, if no agreement is reached by August 20, then the cities will proceed to the next steps in the state mandated LOST process which include, but are not limited to mediation and petitioning for arbitration.

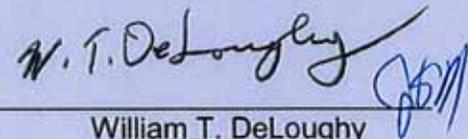
Please feel free to let us know if there any questions or concerns prior to our next LOST meeting on Monday, August 20, 2012.



Steve Parrot  
Mayor of Woodbine



Kenneth Smith  
Mayor of Kingsland



William T. DeLoughy  
Mayor of St. Marys

CC: Steve Howard, Camden County  
Sandy Rayson, City of Woodbine  
Gwendolyn W. Mungin, City of Kingsland  
Steven S. Crowell, Jr., City of St. Marys

**Office of the Mayor**

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