



**CITY OF ST. MARYS, GEORGIA**

**September 15, 2014**

**STORM WATER WORK SESSION**

**5:00 P.M.**

**2014 MILLAGE RATE PUBLIC HEARING**

**5:45 P.M.**

**COUNCIL MEETING**

**6:00 P.M.**

**AMENDED AGENDA (9/11/14)**

- I. **CALL TO ORDER**
- II. **INVOCATION:** *Councilmember Sam Colville*
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL** **QUORUM: YES\_\_\_ NO\_\_\_**
- V. **APPROVAL OF MINUTES:** *August 18, 2014 Regular City Council Meeting Minutes  
August 18, 2014 Executive Session Meeting Minutes*
- VI. **PRESENTATIONS:**  
**POLICE PRESENTATION-NEW VEHICLE:** *Tim Hatch*  
**FIRE PRESENTATION-GIRL SCOUT:** *Robby Horton*  
**ST. MARYS SENIOR ADVISORY COMMITTEE ANNUAL REPORT:** *Doug Vaught*  
**BOARD APPOINTMENT (VACANCY):**  
*Camden County Board of Education-Sex Education Instructional Materials Review  
Committee (Jeanie Shugart)*
- VII. **SET CONSENT AGENDA**
- VIII. **APPROVAL OF THE AGENDA**
- IX. **GRANTING AUDIENCE TO THE PUBLIC**
- X. **OLD BUSINESS:**  
A. *No Items*

**XI. NEW BUSINESS:**

- A. CEMETERY MAINTENANCE CONTRACT: Kay Westberry .....TAB “A”**  
*To discuss the cemetery property maintenance contract*
- B. BUDGET ORDINANCE-CEMETERY: Jennifer Brown *(Removed)***  
*Amendment FY 2015 Budget to cover proposed cemetery contracted service in the amount of \$10,500*
- C. WAYFINDING SIGNAGE LOGO AUTHORIZATION: John. J. Holman *(Added)***  
*Request approval of Wayfinding Signage Logo to utilize on several Trailblazer signs in the City .....TAB “B”*
- D. RESOLUTION-401K PLAN WITH INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA): Donna Folsom .....TAB “C”**  
*To adopt a Resolution establishing a 401 Plan with ICMA Retirement Corporation for the City Manager*
- E. 4TH QUARTER TOWN HALL MEETING: .....TAB “D”**  
*To discuss 4<sup>th</sup> Quarter Town Hall meeting for Thursday, October 2, 2014 at 6:00 p.m.*
- F. TEMPORARY MOWING PERSONNEL AUTHORIZATION: Bobby Marr .....TAB “E”**
- G. GAINES DAVIS BID AWARD: Bobby Marr .....TAB “F”**
- H. DOUGLAS DRIVE ENGINEERING PLANS AUTHORIZATION: Bobby Marr.....TAB “G”**
- I. ZONING ORDINANCE AMENDMENT-SECTION 110-62 (R-1 SINGLE FAMILY):**  
*Roger Weaver (Planning Director) .....TAB “H”*  
*Request amendment to current St. Marys Zoning Ordinance Section 110-62 to create Special Use Classification*
- J. REQUEST FOR SPECIAL USE PERMIT-ANN KING & RICHARD WATSON: ...TAB “I”**  
*Roger Weaver (Planning Director) Ann King & Richard Watson request Special Use Permit subject to approval of Zoning Ordinance Amendment Section 110-62*
- K. CITY POND NAME CONSIDERATION: Roger Weaver (Planning Director) ...TAB “J”**  
*Request approval to name a city pond “Notter’s Pond”*
- L. ORDINANCE AMENDMENTS-SIGN & HISTORIC PRESERVATION COMMISSION (DISTILLED SPIRITS & WINE): Roger Weaver .....TAB “K”**  
*Request amendment to Sign and HPC Ordinances to comply with Georgia State Law regarding advertisement of distilled spirits and wine*
- M. 2014 MILLAGE RATE APPROVAL: Jennifer Brown (Finance Director) .....TAB “L”**  
*Request approval to advertise the 2014 Millage Rate*
- N. BUDGET ORDINANCE-INSURANCE: Jennifer Brown (Finance Director) ....TAB “M”**  
*Request amendment to FY2015 Budget to reflect funds received from insurance company for police car repairs*
- O. ORDINANCE AMENDMENT SECTION 98-2 (APPLICATION FOR WATER & SEWER SERVICE) COLLECTIONS: Jennifer Brown (Finance Director) .....TAB “N”**

*Request amendment to City Ordinance Section 98-2 to include all costs for accounts referred to collection agency*

**P. INITIAL PLANNING-VISIONING/MASTER PLAN:** *Mayor John F. Morrissey  
To discuss planning options.*

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

**A. FINANCE DIRECTOR’S REPORT:** *Jennifer Brown (Finance Director) .....TAB “O”*

**B. CALENDAR:** *City Clerk*

**XIII. REPORT OF MAYOR**

**XIV. GRANTING AUDIENCE TO THE PUBLIC**

MAYOR AND COUNCIL COMMENTS

CITY MANAGER’S COMMENTS

**XV. EXECUTIVE SESSION:** **Legal, Pending and Potential Litigation (Added)**

**XVI. ADJOURNMENT**

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

**CITY COUNCIL MEETING**  
**August 18, 2014**  
**6:00 p.m.**

**MINUTES**

The Mayor and City Council for the City of St. Marys, Georgia met for its regular City Council session on Monday, August 18, 2014 in the Council Chambers at City Hall.

**PRESENT WERE:**

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

**CITY OFFICIALS PRESENT:**

John J. Holman, City Manager  
Gary Moore, City Attorney  
Jennifer Brown, Finance Director  
Donna Folsom, Human Resources Director  
Bobby Marr, Public Works Director  
Roger Weaver, Planning Director  
Robby Horton, Fire Chief  
Timothy Hatch, Chief of Police

**CALL TO ORDER:**

Mayor Morrissey called the City Council Meeting to order at 6:01 p.m. Councilmember Stasinis gave the invocation. Mayor Morrissey led the audience in the pledge of allegiance. Council roll call indicated a quorum of Council members present for the meeting.

**APPROVAL OF MINUTES:** *August 4, 2014 Public & Regular City Council Meeting Minutes*  
Councilmember Reilly moved to approve the August 4, 2014 Public & Regular City Council Meeting Minutes. Councilmember Colville seconded the motion. Voting was recorded as follows:

FOR  
Councilmember Colville  
Councilmember Reilly  
Councilmember Stasinis  
Councilmember Williams

ABSTAINED  
Councilmember Gant  
Councilmember Nutter

**PRESENTATIONS:**

**CUMBERLAND ISLAND NATIONAL SEASHORE PARK SUPERINTENDENT MR. GARY INGRAM:**  
*Mayor Morrissey*

Mr. Ingram presented the City of St. Marys, Mayor and City Council with a book which highlights several National Parks. Mr. Ingram read an excerpt from the Organic Act passed in 1916, "To conserve the scenery, natural and historic objects, the wild life therein and to provide

for the enjoyment of the same in such a manner and by such means that will leave them unimpaired for future generations". Mr. Ingram gave a brief employment history and thanked the Mayor and Council for the warm reception he received upon arrival in St. Marys.

**CAMDEN COUNTY WAYFINDING & SIGNAGE MASTER PLAN:** *Darren Harper (Economic Director, City of Kingsland, Georgia)*

Mr. Harper announced his new position (Project Manager) with the Joint Development Authority. Mr. Harper gave a brief overview of the Wayfinding Signage Master Plan, Green Print Plan, monetary funding for signage (approximately \$10,000 – 11,000) and process for a Special Encroachment Permit. Mr. Harper referenced the revised Federal Highway Standards from Georgia Department of Transportation which dictate increased text size, height and reflective requirements for all new signs erected in GADOT areas. Mr. Harper stated Kingsland and St. Marys are ready to move forward with the Special Encroachment Permit.

Councilmember Gant asked if the revision of the City logo would delay the permitting process and Mr. Harper stated the logo design is not a requirement for the Special Encroachment Permit. Councilmember Nutter asked if the signs would be uniformed among all entities (Camden County, Kingsland, Woodbine and St. Marys) but still allow for individual logo placement. Mr. Harper stated each entity could place their own logo or seal on their signage. Mr. Harper stated signage/text must be visible at 35 mph. Councilmember Gant expressed concerns with the overall sign size of 4 feet by 8 feet.

**GRANTING AUDIENCE TO THE PUBLIC:**

*Dave Schmitz, 112 New Hammock Circle:* Mr. Schmitz suggested allowing Public Works Personnel to build the Wayfinding signs.

**HOSPITAL AUTHORITY D/B/A ST. MARYS SENIOR AUTHORITY ANNUAL REPORT:** *Frank Frasca, Chairman*

Mr. Frasca gave a brief overview of several organizations (Camden House, St. Marys Library, Zumba and Senior Center in St. Marys) the Senior Authority assisted this past year. Mr. Frasca thanked the Senior Center Director (Rindy Howell) for a good job on the senior prom and noted the monetary increase request from Mrs. Howell for senior lunches. Mr. Frasca announced a partnership with the Senior Authority, Police Department and Fire Department to distribute File for Life Emergency Packets to seniors. Mr. Frasca stated the papers are kept on the refrigerator so emergency personnel entering the home will have one location to view their medical history/list of medications. Mr. Frasca stated the Senior Authority may have an opening on the board in the near future. Mr. Frasca presented Mayor Morrissey with a \$30,000 check for lunches at the Senior Center in St. Marys. The Mayor and Council thanked Mr. Frasca and board members on the Senior Authority for their dedication and monetary increase.

**BOARD APPOINTMENT (VACANCY):** *Camden County Board of Education-Sex Education Instructional Materials Review Committee (Jeanie Shugart)*

No board applications were submitted to City Council. Mayor Morrissey announced the vacancy on the Camden County Board of Education Sex Education Instructional Material Review Committee.

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

Councilmember Colville made a motion to approve the consent agenda as New Business A, B, C, F and H. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

**APPROVAL OF THE AGENDA:**

Councilmember Reilly made a motion to add Special Encroachment Permit Wayfinding & Signage Authorization as item #1 under New Business. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion. Councilmember Nutter made a motion to approve the agenda as amended. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

**GRANTING AUDIENCE TO THE PUBLIC:**

*Phillip Jones, 201 Catherine Street:* Mr. Jones requested Council create a Harbour Master position or assign personnel for compliance and enforcement at the waterfront. Mr. Jones mentioned the hazards of a sunken boat, signage for golf carts on the St. Marys Intracoastal Gateway property, and logo change relating to boaters and waterfront.

*Dave Schmitz, 112 New Hammock Circle:* Mr. Schmitz requested City Council address derelict buildings on Highway 40.

Mayor Morrissey asked the City Manager to address concerns Mr. Jones mentioned at the next City Council meeting on September 15, 2014.

**OLD BUSINESS:**

**A. MUNICIPAL COURT JUDGE CONTRACT, ORDINANCE & BUDGET ORDINANCE:**

*John J. Holman (City Manager)*

The City Manager gave a brief overview and stated the Request for Proposal (RFP) was not a requirement for the position. Mr. Holman stated the Budget Ordinance and Ordinance to appoint the Judge is presented for consideration. Councilmember Colville made a motion to approve the Budget Ordinance and Ordinance to appoint the Judge and set compensation. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

**B. WATERFRONT PARK BUILDING: John J. Holman (City Manager)**

*Lease agreement with Knuckleheads*

Councilmember Nutter made a motion to approve the new lease agreement as discussed with Knuckleheads. Councilmember Stasinis seconded the motion. Councilmember Gant moved for discussion and stated the new lease addressed concerns concisely and was very thorough. Councilmember Nutter gave a brief overview of prior concerns and stated they were addressed in the new lease. The Mayor and Council thanked Mr. Holman and City Attorney Gary Moore for their work. Voting was unanimous in favor of the motion.

**SEPTEMBER 1, 2014 CITY COUNCIL MEETING:** *To discuss whether to cancel or reschedule meeting due to Labor Day Holiday*

Councilmember Gant made a motion to cancel the September 1, 2014 City Council meeting due to lack of items and holiday. Councilmember Stasinis seconded the motion.

Councilmember Nutter moved for discussion and stated City Council should be notified if a Special Meeting is needed. Voting was unanimous in favor of the motion.

**NEW BUSINESS:**

**1. SPECIAL ENCROACHMENT PERMIT-WAYFINDING SIGNAGE: (ADDED)**

Councilmember Reilly made a motion to authorize the City Manager (John J. Holman) to prepare the Special Encroachment Permit for Wayfinding Signage. Councilmember Williams seconded the motion. Councilmember Nutter moved for discussion and stated he would like to review the permit. Councilmember Colville stated the motion will allow the City Manager to prepare the permit. Mr. Holman stated the request is not to approve any purchases of signage; only to prepare and submit the application. Attorney Gary Moore stated the motion should be amended to allow Mr. Holman to submit the application.

Councilmember Reilly amended his motion to authorize the City Manager to prepare and submit the Special Encroachment Permit for Wayfinding Signage. Councilmember Williams seconded the motion. Voting was unanimous in favor of the motion. Mr. Holman stated he would wait until Mr. Darren Harper (Kingsland) was able to submit his application to Kingsland for approval so the applications could be submitted together.

**A. AMENDMENT TO CITY ATTORNEY CONTRACT (\*): Gary Moore (City Attorney)**

Councilmember Colville made a motion to remove Taylor, Odachowski, Schmidt, Crossland, LLC from the City Attorney Contract to reflect his move to his new practice under Gary Moore, P.C. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

**B. RESOLUTION-INTERGOVERNMENTAL JOINT DEVELOPMENT AUTHORITY (\*): Request approval of Intergovernmental Resolution (Woodbine, Kingsland, Camden County and St. Marys) from Camden County Board of Commissioners amending the appointed terms for Joint Development Authority**

Councilmember Colville made a motion to approve the Intergovernmental Resolution to amend the term expiration to four years with the Joint Development Authority beginning with expiration of current terms. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

**C. FY 2015 SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING (MOU) (\*): Timothy Hatch (Chief of Police) Request authorization for Mayor John F. Morrissey and Police Chief to sign a new School Resource Officer (MOU) with Camden County School System**

Councilmember Colville made a motion to authorize Mayor Morrissey, City Manager Mr. Holman and Police Chief Timothy Hatch to renew the Memorandum of Understanding and contract for a School Resource Officer with Camden County School System for another year. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

**D. 2014-2015 HEALTH CLINIC MEMORANDUM OF UNDERSTANDING (MOU) FOR ONSITE CLINICAL MEDICAL SERVICES: Donna Folsom (Human Resources Director) Request authorization for Mayor John F. Morrissey to sign the Memorandum of Understanding between Camden County Board of Commissioners and the City of St. Marys to continue participating in the Camden County Employee Health Clinic**

Donna Folsom (Human Resources Director) gave a brief overview of the Employee Health Clinic and the City health coverage over the last few years. The Human Resources Director cited loss ratio and premium increase from several years ago at 140% loss ratio/44.6% premium increase to the current 53% loss ratio and 0% premium increase due to our

participation in the clinic. Mrs. Folsom noted the clinic had a positive impact on employees and is currently being reviewed as a possible model for other entities to follow. The Human Resources Director invited Council to tour the Wellness Clinic and announced the annual Health & Wellness Employee Fair on October 1, 2014. Councilmember Williams commended the County and City for implementing the clinic and providing good health care to employees.

Councilmember Williams made a motion to approve the 2014-2015 Memorandum of Understanding for onsite clinical medical services. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

**E. GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENTS & IMPROVEMENT GRANT (LMIG) FY 2014 CONTRACT AWARD-STREET: Bobby Marr (Public Works Director) Bid submitted from Kudzue 3 Trucking regarding West Ashley Street, Cottage Court, Sugarmill Boulevard and Plantation Village Drive**

Bobby Marr (Public Works Director) gave a brief overview of the LMIG Program stating the amount was approximately \$150,000 with a 30% match from the City. The Public Works Director stated only one bid was received and it was approximately \$40,000 over and the revised bid by Kudzue 3 Trucking was still approximately \$26,000 over.

Councilmember Gant made a motion to reject the bid from Kudzue 3 Trucking and authorize the rebidding of the contract. Councilmember Colville seconded the motion. Councilmember Nutter moved for discussion and mentioned the list of streets listed might need to be revised. Councilmember Gant stated a Street Condition Survey is needed but the process would take time. Councilmember Nutter requested the City Manager submit a potential plan of how to address assessing street conditions to Council in the upcoming months. Voting was unanimous in favor of the motion.

**F. UNITED STATES COAST GUARD SUPPLEMENTAL LEASE AGREEMENT (\*): Jennifer Brown (Finance Director) Request approval of supplemental lease agreement regarding available funds and increase of lease revenue for space at the St. Marys Police Department Building**

Councilmember Colville made a motion to approve the United States Coast Guard supplemental lease agreement for increased lease revenue. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion. Mayor Morrissey thanked the United States Coast Guard for their upkeep of the building and lease revenue increase.

**G. BUDGET ORDINANCE STREET SWEEPER REPAIRS: Jennifer Brown (Finance Director) Amend the FY 2015 Budget in the amount of \$20,000 from Fund Equity in General Fund for repair costs**

Councilmember Colville made a motion to approve the Budget Ordinance amending the FY 2015 Budget in the amount of \$20,000 from Fund Equity in General Fund for street sweeper repair costs. Councilmember Williams seconded the motion. Councilmember Nutter moved for discussion and commented on various way to prolong brush life including only sweeping streets that have curbs. Voting was unanimous in favor of the motion.

**H. BUDGET ORDINANCE MARSH VIEW LANE AND WRIGHT STREET SEWER EXTENSIONS DESIGNS (\*): Jennifer Brown (Finance Director)**

*Amend the FY 2015 Budget in the amount of \$19,800 from Contingency to Sewer Fund to cover the approved sewer extension designs from Stevenson and Palmer Engineering, Inc.*

Councilmember Colville made a motion to approve the Budget Ordinance amending the FY 2015 Budget in the amount of \$19,800 from Contingency to Sewer Fund to cover approved sewer extension designs from Stevenson and Palmer Engineering, Inc. for Marsh View Lane and Wright Street. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

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

**A. MONTHLY SEA GRANT UPDATE: *Roger Weaver (Planning Director)***

The Planning Director gave a brief update on the Sea Grant Program including a draft Executive Summary #1 for the program. Mr. Weaver stated the draft summary would be placed on the City website.

**B. CITY CALENDAR: *City Clerk***

The City Clerk announced the upcoming events, activities and meetings up to September 15, 2014.

#### **REPORT OF MAYOR**

Mayor Morrissey mentioned the Economic Development training he attended with Mr. Holman and Councilmembers Colville, Williams and Reilly on August 12, 2014 in Richmond Hills. Mayor Morrissey also spoke about the visit to Brunswick, Georgia with Mr. Holman.

#### **GRANTING AUDIENCE TO THE PUBLIC:**

*Phil Jones, 201 Catherine Street:* Mr. Jones mentioned his support for businesses at the waterfront but spoke about the need for waterfront management.

*Larry White, 102 Sylvia's Court:* Mr. White suggested City Council utilize Meter Technicians to assess road conditions and mentioned the great music at Starry Nights.

*Tom Canning, 410 New Point Peter Road:* Mr. Canning requested additional volunteers to support the information voting booth at the Catfish Festival in Kingsland, Georgia.

#### **MAYOR AND COUNCIL COMMENTS:**

Councilmember Williams stated St. Marys appreciates Cumberland Island National Seashore Park and gave a brief history of the Wilderness Act. Mrs. Williams mentioned the 50<sup>th</sup> Anniversary Wilderness Act Celebration taking place on Saturday, September 6, 2014 at Howard Gilman Memorial Park, invited everyone to attend and mentioned the poster contest for children. Councilmember Colville mentioned the success of the Economic Development Training, nine attendees from Camden County and the overall collaboration throughout the state to promote Georgia. Councilmember Reilly stated St. Marys, Kingsland, Woodbine and Camden County are being noticed for their collaboration with the Camden County Joint Development Authority.

#### **CITY MANAGER'S COMMENTS:**

The City Manager gave a brief update on the following projects: Trolley Building (working with Kiwanis), centrifuge emergency repairs, Gaines Davis Project, Highway 40 Turn Lane from St. Marys Road and bowling alley insurance update. The Planning Director stated the insurance company requested until September 11, 2014 to complete the cleanup of structure and debris

down to the slab. Mr. Holman stated a cost assessment might be needed regarding flooding concerns for various streets like Douglas, Bartlett, Davis, Florence and Watts. Mr. Nutter suggested the use of retention ponds throughout the City. Mr. Holman stated the Planning Director/Police Chief are assisting with Hollywood Lane and that residents were given information for Legal Aid. The City Manager stated the owner had not been located but his sister contacted the City.

**EXECUTIVE SESSION:**

Councilmember Colville made a motion to adjourn to Executive Session to discuss Legal, Pending and Potential Litigation. Councilmember Williams second the motion. Voting was unanimous in favor of the motion. The Mayor and City Council adjourned to Executive Session at 7:54 p.m., returning at 8:38 p.m. with Mayor Morrissey calling the Council meeting back to order.

**ADJOURNMENT:**

Councilmember Colville made a motion for adjournment. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion. Mayor Morrissey declared the meeting adjourned at 8:38 p.m.

Respectfully submitted,

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Deborah Walker-Reed, City Clerk

# *Board Appointment*

*Camden County Board of Education Sex Education  
Instructional Materials Review Committee*



CITY OF ST. MARYS  
BOARD VOLUNTEER APPLICATION

Date: August 25, 2014

Board interested in serving on: Sex Education Committee

Name: Bri Ayres

Address: 505 Mickler Dr

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

Contact Phone Numbers: 619-436-4476

E-mail Address: NA7AAYRES@aol.com

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

I have volunteered and mentored children of all ages for the past 12 years, primarily teens for the past 5 years. I was employed as lunch and recess monitor by San Diego Unified during the 2011/2012 school year. I was a nurses aide from 1996 to 2002.

I believe it is important for everyone to receive healthy and factual information on sex and their bodies. I've seen the effects of misinformation or lack of information on our teens. I'd like to be a part of ensuring education is factual and accessible.

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

Signature: Bri Ayres

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

# *New Business*

**CITY COUNCIL MEETING**  
**September 15, 2014**

**TITLE:** OAK GROVE CEMETERY PROPERTY MAINTENANCE ITB

**PURPOSE:** Review Results of ITB.

**RECOMMENDATION:** Reject Bids Received for ITB and Authorize Public Works to Provide Maintenance for Oak Grove Cemetery.

**HISTORY/ANALYSIS:** The Oak Grove Cemetery is an integral part of the historic tourism industry of the City of St. Marys. The St. Marys Cemetery Authority recognized that the present custodian was not performing the needed maintenance to keep the cemetery in proper condition. They notified the contractor that they would be discontinuing the contract service and authorized an RFP for property maintenance services.

The proposals for the property maintenance services were received on August 21, 2014. The proposals were as follows:

1. Cory B. Cohn – Forever Young Landscapes \$29,500
2. Becky Cohn \$34,000
3. Smith Lawn Care \$40,000

Mr. Cory Cohn was the maintenance provider who had been released by the Cemetery Authority and Becky Cohn is the mother of Cory Cohn. The Authority believed that the best service would be provided by Smith Lawn Care. Therefore, they recommended that the award be made to Smith Lawn Care in the amount of \$40,000. They had also requested, through their Chairperson, that I review this matter and advise them of any alternatives. It is

important to note that the recommendation of award would require an amendment to the Cemetery Contract Labor line item from \$42,000 to \$52,500.

Bobby Marr worked with me on developing a cost if Public Works were to perform property maintenance services for the Cemetery. Mr. Marr prepared a cost analysis for mowing and trimming the cemetery utilizing Public Works personnel. The estimate is \$1,203.18 per cut including hourly cost of equipment. Further, we reviewed the cost of temporary personnel, overseen by a Public Works Supervisor, which would reduce the overall cost and help alleviate the strain that would be imposed by adding the cemetery to the Public Works project file.

This would be an interim step in maintaining the cemetery with the following goals:

1. Maintain a significant historic economic element of the community.
2. Staying within established budgetary parameters.
3. Identifying actual man-hours necessary for maintaining the cemetery.
4. Improve overall maintenance of the facility.

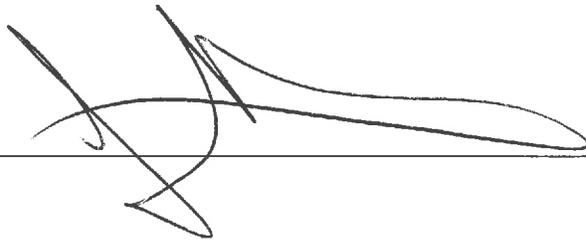
Over the long run we will be reviewing with the Cemetery Authority the following items:

1. Overall quality of maintenance of the cemetery.
2. Determining if this is a sustainable resolution to the property maintenance issue.
3. Reviewing the terms and conditions of the existing ITB for clarification and improvement, based on our actual experience, if we find that the maintenance of the cemetery is beyond our ability to maintain in a long term basis.

I have reviewed this with the Chairman of the Cemetery Authority and Bobby Marr. All parties are in agreement with regard to this solution. Mr. Marr or I will attend the Cemetery Authority meetings to ensure proper communications and address any concerns that may arise.

Public Works costs for maintenance of the cemetery will be charged to the Cemetery Contract Labor budgetary line item. There will not be a need to increase this line.

**City  
Manager:**

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a solid horizontal line.



Oak Grove Cemetery  
Bid Tabulation Form  
08/21/2014 4:00PM

Bid Amount

Company	<del>1 original and 2 copies</del>
Cory B Cohn - Forever Young Landscapes	29,500
Becky Cohn -	34,000
Smith Landcare	40,000



INVITATION TO BID

FOR THE

CEMETERY MAINTENANCE CONTRACT

FOR

OAK GROVE CEMETERY

BIDS WILL BE OPENED AUGUST 21, 2014 AT 4:00 PM

## INVITATION TO BID

**THE OAK GROVE CEMETERY AUTHORITY OF THE CITY OF ST. MARYS** hereby solicits bids for the Oak Grove Cemetery Maintenance Contract. Bids will be received in the office of Amy Peeples in the Finance Department at St. Marys City Hall, 418 Osborne Street, St. Marys, Georgia 31558, until 4:00 pm EST on August 21, 2014, and shall be publicly opened on the same date in the St. Marys City Hall, 418 Osborne Street, St. Marys, Georgia 31558. Bids received after the above date and time or in any location other than the office stated above will be rejected. No proposal may be withdrawn after the closing time for the receipt of proposals for a period of sixty (60) days.

**The work to be done consists of:**

- Furnish all equipment, materials and labor required to provide maintenance services for the Oak Grove Cemetery, both inside and outside the walls of the cemetery to the street and associated work unless noted otherwise in the Cemetery Maintenance Specifications.
- Contractor shall be solely responsible for all safety measures on or off site and shall comply with all applicable Federal, State and City of St. Marys' laws, rules and regulations.

**There will be a mandatory site visit on August 14, 2014 at 10:00 AM at Oak Grove Cemetery.**

**One (1) original and two (2) copies of the complete bid package must be submitted in a sealed envelope/package.** The name of the company or firm submitting bid should also be clearly marked on the outside of the bid package. The bid package must be clearly labeled with the following information:

**City of St. Marys  
Attn: Amy Peeples  
Oak Grove Cemetery Maintenance Contract  
418 Osborne Street  
St. Marys, GA 31558**

Copies of the specifications may be obtained from Amy Peeples, City of St. Marys Finance Department located at 418 Osborne Street, St. Marys, Georgia, 31558 or by email at [amy.peeples@stmarysga.gov](mailto:amy.peeples@stmarysga.gov). A street address, contact person, phone, email, and fax number must be provided to ensure prompt delivery and notification of addenda.

Questions regarding this project may be directed in writing to Amy Peeples in the City of St. Marys Finance Department, 418 Osborne Street, St. Marys, Georgia, 31558, or by email at [amy.peeples@stmarysga.gov](mailto:amy.peeples@stmarysga.gov).

Unauthorized contact regarding the proposal with staff or elected officials may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of St. Marys. Vendors should rely only on written statements.

The City of St. Marys Oak Grove Cemetery Authority will select the bid that, in its sole discretion, is the most responsive and responsible bid to the City. If bids come in over budget, the St. Marys City Council will have to approve the contract.

The City of St. Marys is not liable for any cost incurred by vendors in preparation of this bid.

The City of St. Marys, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

The City of St. Marys reserves the right to reject any or all bids, to waive informalities and to re-advertise, pursuant to federal and state law.

# CEMETERY MAINTENANCE SPECIFICATIONS

## 1. General Requirements

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

## 2. Lawn Maintenance Issues

### 2.1. Mowing

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

- 2.1.9. All plots with coping surrounding grass will require special treatment and consideration.
  - 2.1.9.1. No coping is to be damaged by turf maintenance or removed to make maintenance "easier." Mowers shall not be operating when passing over coping.
  - 2.1.9.2. Only 21-inch push mowers may be used in plots with coping (see item 2.2.4.).

## 2.2. Edging and Trimming

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

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

### 3.1. Fertilization

- 3.1.1. The fertilization of any trees, plants and shrubs or flowers within this scope of work shall not be included.

- 3.1.2 Contractor will mow grass in all plots, but plants placed on individual plots by the owners and which are cared for by the plot owners are not the responsibility of the contractor.
- 3.1.3 Plots covered with decorative rocks cannot be mowed without endangering nearby monuments and must therefore be cared for by plot owners who have placed them.

### 3.2. Pest Control

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

### 3.3. Pruning

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

### 3.5. Mulching

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

## 4. **General Maintenance**

- 4.1. Monthly the Contractor will be responsible for manually pulling of any and all weeds in landscape beds (barked, stoned, and flower beds, including family plots), around curbs and coping, sidewalks, parking areas, and around trees that are barked or landscaped, fence lines, retaining walls, property lines – anywhere that weeds are growing.

- 4.2. Monthly the Contractor will be responsible for removing all trash from bed areas and other high visibility areas, including walkways, parking lots, and family plots.
- 4.3. Remove all invasive plants which spread rapidly including mimosa trees, wild cherry trees and wisteria vines.
- 4.4. All turf areas and planting beds (including shrubbery and planting areas) will be cleaned of leaves, weeds, trash, and any other debris according to the following general schedule:

**General Landscaping Calendar - Oak Grove Cemetery**

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

**5. Inspection and Acceptance of Work**

- 5.1. The Cemetery Authority's representative will regularly visit and inspect cemetery conditions and contractor's level of care for the cemetery.
- 5.2. The Cemetery Authority will notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 72 hours to repair, replace, or redo the specified work. Any

damage to monuments, markers, memorials, or fences will require professional conservation treatment by a conservator who is approved by the cemetery. The Contractor will be responsible for all charges incurred.

- 5.3. All work must meet the specifications of this agreement. The Cemetery Authority's representative will be the final authority on acceptance, as well as any damage to cemetery property, markers, monuments, fences, etc.

## **6. Insurance, Licenses, Permits, and Liability**

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

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

- 7.1. This contract is for the maintenance of property at the **OAK GROVE CEMETERY, BARTLETT STREET** and more specifically described as: **approx. 14.5 acres of treed and open space containing historic markers, miscellaneous copings, fences, walls, capstones (stone and concrete), maintenance office and shed, gates, survey markers, and similar items commonly found in a cemetery as well as city right of ways outside cemetery walls on Bartlett and Weed Streets.**
- 7.2. The contract term is for a period of 1-year with a beginning date of **SEPTEMBER 1, 2014** and an ending date of **AUGUST 31, 2015**. The contract may be canceled by either party without cause with 30-days written notification. The contractor may continue working as per the contract for that period

- provided the cemetery is kept in good condition. Should the appearance and conditions at Oak Gove Cemetery begin to deteriorate, the contract period and position will terminate immediately.
- 7.3. This contract will be governed by the laws of the State of Georgia. Should the cemetery be required to engage the services of an attorney in connection with this agreement or to enforce its provisions, the cemetery shall be entitled to reasonable attorney's fees.
  - 7.4. This contract shall comply with the requirements of Ordinance 56, Cemetery Authority. This ordinance is incorporated into this document by this reference thereto. Where conflicts exist between this agreement and the Ordinance, the Ordinance shall govern. Any interpretation of the terms and conditions noted herein or in the Ordinance shall be resolved by the Cemetery Authority.
  - 7.5. The Contractor shall provide one (1) full time cemetery worker as a part of this contract. Working hours shall be 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM, Monday thru Friday.
  - 7.6. Charges.
    - 7.6.1. The Contractor will furnish all labor and equipment for the performance of this contract.
  - 7.7. Any additional or unscheduled services agreed upon by the Cemetery Authority and Contractor will be billed separately as net 30 days.

## **Other Bid Information and Requirements**

### **Local Vendor Preference**

The City of St. Marys encourages the use of local suppliers of goods, services and construction products whenever possible. The City of St. Marys also vigorously supports the advantages of an open competitive market place. Nothing in this Section shall be interpreted to mean that the City Manager or Purchasing Agent are restricted in any way from seeking informal or formal bids or proposals from outside the City of St. Marys market area.

**Local Vendor** means a bidder or offeror which operates and maintains a brick and mortar business, i.e. a physical business address, within the city limits of the City of St. Marys, has a current business license, has paid in full all real and personal taxes owed the City, is considered a vendor in good standing with the City and can obtain an active vendor status.

A local vendor may receive an opportunity to match for purchases, bids, proposal or contracts over \$1,000 and less than \$50,000. The local vendor may be given an opportunity to match the lowest price proposal, if the quotation or bid of the local vendor is within 5% 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.

In the event the price proposal of more than one local vendor is within 5% of the lowest overall price proposal of a non-local vendor, the local vendor with the lowest proposal will be given the first opportunity to match the lowest overall price proposal. If this local vendor declines to match the price proposal, then the local vendor with the next lowest bid within 5% will be given the opportunity to match the lowest proposal. This process will continue with all local vendors having proposals within 5% of the lowest overall bid by a non-local vendor.

*Policy to be stated.* This policy shall be so stated in all applicable solicitations.

*Exemptions.* This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia (O.C.G.A §36-91 or §32-4).

### **Insurance Requirements**

The successful Respondent shall have and maintain in full force and effect for the duration of this agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City's Attorney to form and content.

### **Minimum Limits of Insurance**

Contractor shall maintain insurance policies with coverage and limits no less than:

Commercial General Liability of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

### **Self-Insured Retentions**

Any self-insured retentions must be declared to and approved by the City so that the City may ensure the financial solvency of the Contractor.

Insurance is to be placed with insurers with an A. M. Best rating of no less than A-VII.

Contractor shall furnish the City with certificates of insurance prior to the start of work.

### **Hold-Harmless and Indemnification Clause**

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this agreement. The Contractor shall bear all losses and damages directly and indirectly resulting to it on account of the performance or character of the work rendered pursuant to this agreement. Contractor shall defend, indemnify and hold harmless the City, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, agents, Owner's lender, Architect and Architect's consultants, agents, and employees (hereinafter referred to as the "Owner Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of the Owner or Owner Parties. Such obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the Owner or Owner Parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Owner and Owner Parties shall survive expiration or termination of this Agreement provided that the claims are based upon or arise out of actions that occurred during the performance of this agreement.



### BIDDERS DECLARATION

The bidder understands, agrees and warrants:

- A. That the bidder has carefully read and fully understands the full scope of the requirements.
- B. That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications
- C. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to August 21, 2014, at 2:00 PM but may not be withdrawn after such date and time.
- D. That the City of St. Marys reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of St. Marys reserves the right to waive any technicalities and formalities in the bidding.
- E. That by submission of this bid the bidder acknowledges that the City of St. Marys Oak Grove Cemetery Authority has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

BIDDER:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

**CERTIFICATE OF NON-DISCRIMINATION**

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-offs or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of St. Marys Cemetery Authority. The bidders may be declared, by the City of St. Marys Cemetery Authority, ineligible for further contracts with the City until satisfactory proof of intent to comply shall be made by the vendor. This bidder agrees to include this non-discrimination in any sub-contracts connected with the performance of this agreement.

\_\_\_\_\_  
Bidder (printed name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**BID FORM**

**CITY OF ST MARYS  
418 OSBORNE STREET  
ST MARYS, GA 31558**

**PROJECT TITLE: MAINTENANCE CONTRACT AT OAK GROVE CEMETERY**

**DATE SUBMITTED: \_\_\_\_\_**

Gentlemen:

Having carefully examined the Plans, Specifications, and other Contract Documents relating to the Maintenance Contract at Oak Grove Cemetery and Addendum No.(s) \_\_\_\_\_, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor, skill, equipment, tools, and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the afore said Plans, Specifications, and other Contract Documents, and all Amendments and Addenda thereto, for the sums hereinafter stated.

The undersigned agrees to provide all labor, materials, and equipment necessary to perform the work described in the plans, specifications, addenda, etc., all of which comprise the project manual, in accordance with the following bid schedule:

Total Annual Lump Sum Bid: \_\_\_\_\_ \$ \_\_\_\_\_

The undersigned agrees that this bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of sixty (60) calendar days following such time.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

This Bid Proposal is respectfully submitted by:

\_\_\_\_\_  
Bidder (Print Name)

\_\_\_\_\_  
Signature (Owner, Partner or  
Corp. Officer)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

If a Corporation, affix seal here (SEAL)

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_, who signed said bid in behalf of the Contractor, was \_\_\_\_\_ (Title) \_\_\_\_\_ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Signature (Seal)

**CONTRACTOR QUALIFICATIONS**

LEGAL NAME OF BIDDER: (Company)			
STREET ADDRESS:			
WHEN ORGANIZED:			
WHEN AND WHERE INCORPORATED:			
LICENSED OR REGISTERED TO DO BUSINESS IN STATE OF GEORGIA:		YES	NO

The Bidder shall list below work, one of a similar nature to the Bid, for references that will afford the Owner opportunity to judge as to experience, skill, business standing, and financial ability.

PROJECT NAME	PROJECT'S OWNER	OWNER'S REPRESENTATIVE Name and Phone Number





City of St. Marys
Affidavit Verifying Status
For City Public Benefit Application

By executing this affidavit under oath, as an application for a City of St. Marys, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for:

- Business License
Georgia Occupational Tax Certificate
Alcohol License
Taxi Permit or
Other public benefit

Please check one

Name: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity

- I am a United States citizen
OR
I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. \*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of the Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

Printed Name

DAY OF ,20

Alien Registration number for non-citizens

Notary Public

My Commission Expires:

\*Note: O.C.G.A. § 50-36-1 (c)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provided their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>Contract Solicitation Name</b>	

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Entity at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

[NOTARY SEAL]

My Commission Expires:

\*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

# OAK GROVE CEMETERY MAINTENANCE CONTRACT

This **CONTRACT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF ST. MARYS OAK GROVE CEMETERY AUTHORITY, a municipal corporation, hereinafter "Owner", and, 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 **Maintenance Contract at Oak Grove Cemetery**, hereinafter called the "Project" upon the property of Owner which is located at the Corner of Bartlett St. and Weed St., located in Camden County, St. Marys, GA.

2

The Work, more particularly, shall consist:

- Furnish all equipment, materials, and labor required to provide maintenance services for the Oak Grove Cemetery, both inside and outside the walls of the cemetery to the street and associated work unless noted otherwise in the Project Specifications.
- All Work shall conform to the CEMETERY MAINTENANCE SPECIFICATIONS Contract form herein.
- All Work shall be for the contract term starting SEPTEMBER 1, 2014 and end AUGUST 31, 2015.
- 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.

3

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.

4

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.

5

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 annual sum of \_\_\_\_\_.

- (a) Payments shall be made bi-weekly. Annual amount will be divided by (26) twenty-six to calculate the bi-weekly installments.

6

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.

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

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.

9

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

10

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.

11

Contractor by his execution hereof hereby acknowledges and agrees that it has examined the drawings, plans, specifications, list of materials, 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.

12

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.

13

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.

14

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.

15

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.

16

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

17

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.

18

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: \_\_\_\_\_

19

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.

20

Contractor shall deliver prior to commencement an affidavit to verify compliance with O.C.G.A. 13-10-91. Said Affidavit, will be attached and included as part of this Contract.

In witness whereof the parties have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_

**CITY OF ST. MARYS OAK GROVE CEMETERY  
AUTHORITY - AUTHORIZED AGENT**

By: \_\_\_\_\_  
SIGN

\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

**CONTRACTOR:**

By: \_\_\_\_\_  
SIGN

\_\_\_\_\_  
PRINT

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

**CITY COUNCIL MEETING**  
**September 15, 2014**

**TITLE:** WAYFINDING SIGNAGE REVIEW AND APPROVAL.

**PURPOSE:** Review and Approval of Wayfinding Signage Logo and Authorization to Purchase Signage.

**RECOMMENDATION:** Approval.

**HISTORY/ANALYSIS:** In September 2006, the Camden County Board of Commissioners and the Cities of Kingsland, St. Marys and Woodbine solicited proposals to plan a wayfinding system for the county and its municipalities. The initiative was an outgrowth of the local governments' decision to grow clearly and with quality. (1)

The wayfinding system is being financed by a grant available to communities that have received the Signature Communities designation from the Georgia Department of Community Affairs. Signature Communities are selected based on their record of and potential for real, measurable achievement. Signature Communities are described by the agency as being “serious about improving local quality of life” through effective planning, implementation, and taking a comprehensive approach to addressing community issues.(2)

The actual implementation of the wayfinding system has been under review and is ready for final approval. Items completed to date include:

- City of Kingsland authorized approval for purchase of signage and submission of GDOT Application and Permit for Special Encroachment at the meeting of August 25, 2014.
- City of St. Marys authorized the submission of GDOT Application and Permit for Special Encroachment at the meeting of August 18, 2014.

A question was raised at the St. Marys City Council meeting of August 18, 2014 regarding the proposed logo for the wayfinding signage. Should the wayfinding signage be the tree, as originally designed, or the anchor which is part of the conceptual design for the "Gateway Project?" Based on this question I have provided designs of the two options for review by the City Council so that a determination of the log design may be finalized.

The cost for the wayfinding signage for the City of St. Marys will be funded through the grant.

The locations for the signage have been approved by GDOT during a site visit that included City and County staff.

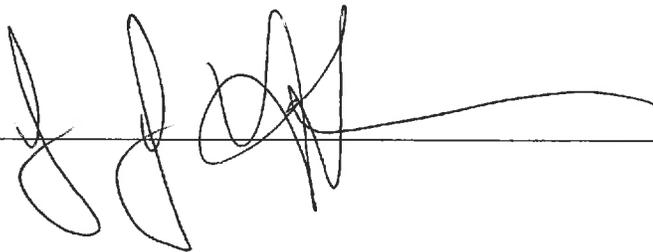
The Public Works Department will install the signage. Installation of sign 41 may be delayed due to the exit ramp project.

The following attachments are provided with this review:

- Roadway Location map of Signage
- Permit for Special Encroachment
- Wayfinding Signage with Tree Logo
- Wayfinding Signage with Anchor Logo
- Quote from Dalton Signs

(1)(2) Excerpts from Camden County Wayfinding and Signage Master Plan

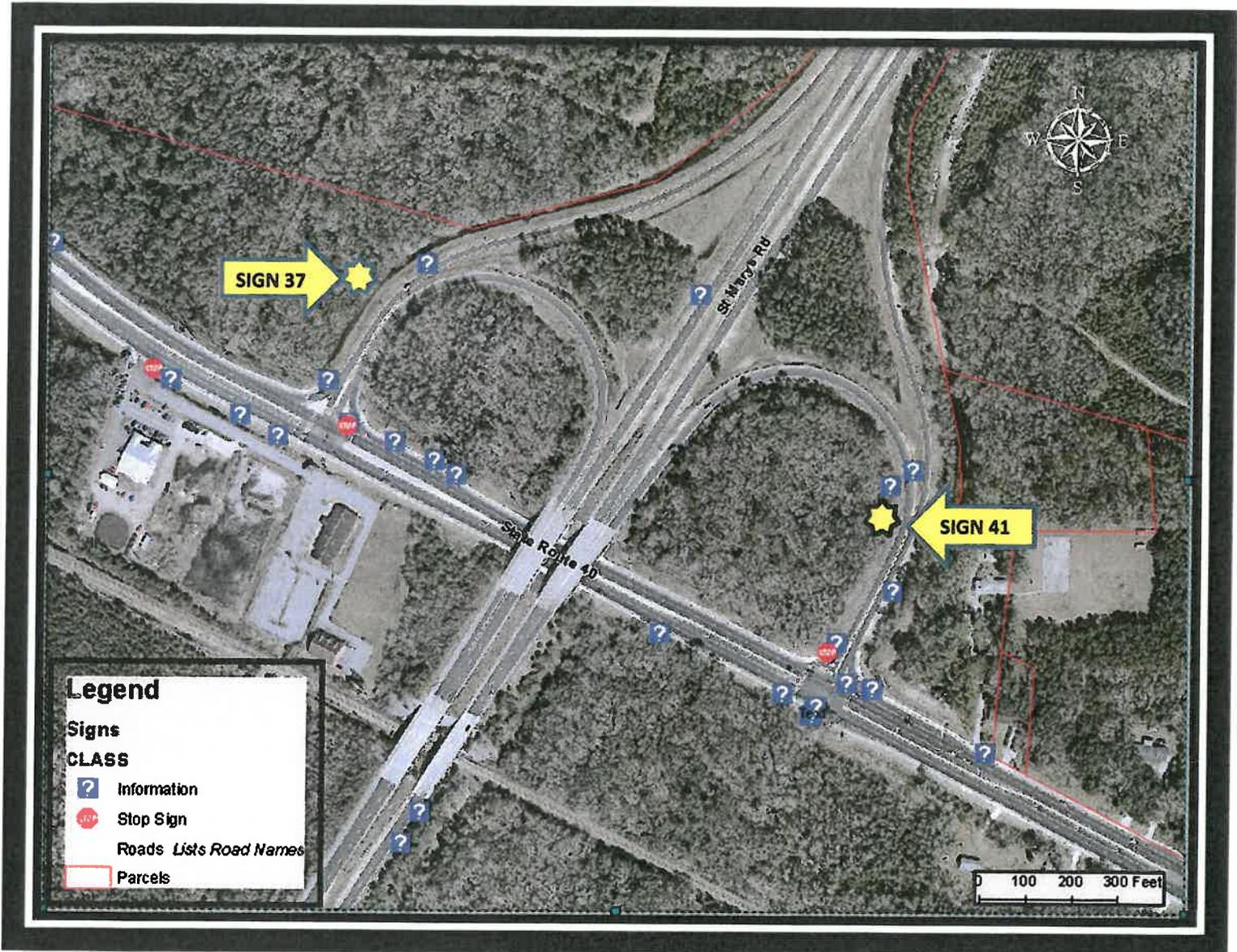
**City  
Manager:** \_\_\_\_\_

A handwritten signature in black ink, appearing to be "J. J. [unclear]", written over a horizontal line.

# CITY OF ST. MARYS



## ST MARYS ROAD & GA HIGHWAY 40 INTERSECTIONS



### SIGN 37

<HISTORIC DOWNTOWN ST MARYS  
<CUMBERLAND ISLAND NATIONAL SEASHORE  
HISTORIC DOWNTOWN KINGSLAND>  
LAT (30.4545) LONG (-81.3622)

### SIGN 41

HISTORIC DOWNTOWN KINGSLAND>  
<ST MARYS WELCOME CENTER  
<CUMBERLAND ISLAND NATIONAL SEASHORE  
LAT (30.4540) LONG (-81.3610)

# CITY OF ST. MARYS



## EXIT 1 AND INTERSTATE 95 INTERCHANGE



### SIGN 25

HISTORIC DOWNTOWN ST. MARYS>  
<HISTORIC DOWNTOWN KINGSLAND  
CROOKED RIVER STATE PARK>  
LAT (30.4532) LONG (-81.3852)

### SIGN 26

HISTORIC ST. MARYS>  
NAVAL SUBMARINE BASE KINGSBAY>  
<HISTORIC DOWNTOWN KINGSLAND  
LAT (30.4533) LONG (-81.3351)

### SIGN 26B

HISTORIC DOWNTOWN ST. MARYS>  
<HISTORIC DOWNTOWN KINGSLAND  
CROOKED RIVER STATE PARK>  
LAT (30.4532) LONG (-81.3852)

DOT 7410

REV. 04/1982  
REV. 06/2000

Distribution  
(AFTER APPROVAL)  
White ? Applicant  
Yellow ? General Office  
Blue ? District Engineer  
Green ? Field Inspector

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
ATLANTA, GEORGIA  
30334-1002



(FOR DOT USE ONLY)	
District No.	5
State Route No.	040500
Mile Point No.	
County	Camden
Permit No.	

APPLICATION AND PERMIT FOR SPECIAL ENCROACHMENT  
TO: GEORGIA DEPARTMENT OF TRANSPORTATION, ATLANTA, GEORGIA 30334-1002

Application is hereby made by

City of St. Marys  
Name of Applicant

912-510-4041  
(Area Code) Phone No.

418 Osborne Street  
Post Office Address

St. Marys GA 31558  
City and State Zip Code

for permission to accomplish work on the Right-of-Way of STATE HIGHWAY NO. 040500  
U.S. I-95 within the City Limits of St. Marys and in Camden County,  
in accordance with the ATTACHED PLANS and subject to the Rules and Regulations for Driveway and Encroachment  
Control on file in the General Office of the Georgia Department of Transportation, and made a part hereof by reference  
thereto, and any SPECIAL REQUIREMENTS set forth herein. The description of the proposed work is to:  
INSTALL 5 DIRECTIONAL WAYFINDING SIGNS AT LOCATIONS LISTED BELOW.

The proposed work site is located on the \_\_\_\_\_ side of the highway beginning \_\_\_\_\_ Feet,  
N. S. E. W. From Nearest Street  
\_\_\_\_\_ of the center line, of \_\_\_\_\_ and Fronting \_\_\_\_\_  
N. S. E. W. Nearest Street or Road Total Frontage Used  
Feet further \_\_\_\_\_ along said Highway; and at mile post \_\_\_\_\_  
N. S. E. W.

SR 405 NB OFF RAMP EXIT 1/ SR 405 NB ON RAMP EXIT 1/ HADDOCK RD NB AT ST. MARYS RD/ ST. MARYS RD WB OFF RAMP AT SR 40/ ST. MARYS RD EB OFF RAMP AT SR 40

Permit requested this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
By \_\_\_\_\_  
Witness in Ink on All Copies Type or Print Name  
\_\_\_\_\_ Sign in Ink on All Copies  
Title \_\_\_\_\_  
If Agent or Official for Applicant

**FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION**

Non-Limited Access ? Approval by District Office  Limited Access ? Approval by General Office

SPECIAL REQUIREMENTS: (by DOT only)  
SEE SPECIAL REQUIREMENTS

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department  
of Transportation; this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

*This permit is to be strictly construed and no work other than that specifically described above is hereby authorized. The work authorized herein must begin within three months from the date of approval and must become completed on a schedule satisfactory to the department and not to exceed twelve months from the date the permit is approved.*

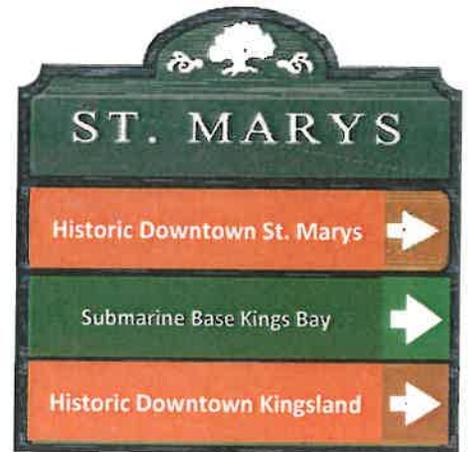
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

By \_\_\_\_\_  
District Engineer  
Title

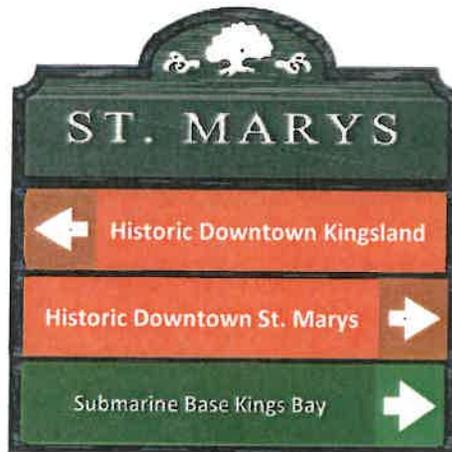
No modifications or changes may be made to the text of this permit, unless agreed upon in writing by the Department. A copy of the form for this permit is on file with the Department's Office of Traffic Operations, General Office, and the language therein shall be deemed to control in the event of any dispute concerning the specific provisions of this permit or any modifications to same.



←  
Sign 25—Exit 1  
on I-95 NB off-ramp prior to  
St. Marys Road intersection  
(facing NB on-ramp)



→  
Sign 26—Exit 1  
on NB on-ramp from Ga.  
Welcome Center at split to  
Haddock Road on  
Interstate 95 (facing NB on  
-ramp)



←  
Sign 26-B  
At the intersection of St.  
Marys Road and Haddock  
Road



Sign 41

On St. Marys Road SW  
bound off ramp facing SW  
Bound off ramp for Georgia  
Hwy. 40.



Sign 37

On St. Marys Road NE bound  
off ramp, facing NE bound/  
Georgia Hwy. 40 off ramp.

## Wayfinding Signs



**COLORS**

- 349C
- 1395C
- COLOR
- COLOR
- COLOR
- COLOR

**Letter Visibility Chart**

Viewing Distance	Min. Letter Height
100Ft	4"
250Ft	10"
360Ft(city block)	16"
500Ft	22"
750Ft	33"
1000Ft	43"
1320Ft	57"

## DETAIL

### PROOF 2

Camden County/dda/2014/wayfinding signs

 <p>© 2011 Dalton Signs Inc. This design is the sole property of Dalton Signs Inc. and may not be used, or duplicated in any form without the expressed written permission of Dalton Signs Inc. This drawing was created to assist you in visualizing your sign criteria. We cannot guarantee exact matches due to various materials used. Finished dimensions may vary slightly on any illustration.</p>	<p><b>CLIENT:</b> Darren Harper</p>	<p><b>CONTACT:</b> Brittney P.</p>	<p><b>DATE:</b> 8.29.14</p>
	<p><b>CITY,STATE:</b> Kingsland/St. Marys, Ga</p>	<p><b>DESIGNER:</b> Brittney P.</p>	<p><b>ESTIMATE/ ORDER #:</b> 21399</p>

DALTON SIGNS, INC. ALLOWS TWO CHANGE REQUEST BEFORE ADDITIONAL DESIGN FEES ARE INCURRED  
 I authorize Dalton Signs to begin production on this project. I agree the colors, spelling, layout, verbiage, numbers, punctuation, and positioning are EXACTLY AS I REQUEST AND ACCEPT FINANCIAL RESPONSIBILITY for the production of this product as illustrated.

ACCEPTED AS IS

DATE

Change As Noted:

**Dalton Signs Inc.**  
 610 N Lee St PO Box 1260  
 Kingsland GA 31548  
 United States  
 Phone: 912-576-5858  
 Fax : 912-576-8696  
 office@daltonsigns.com  
 www.daltonsigns.com



<b>Quote 21399 - City Signs</b>	<b>Expiration Date : 11/25/2014</b>
---------------------------------	-------------------------------------

Quote for	Contact	Shipping/Install
<b>City Of Kingsland</b> PO Box 250 Kingsland GA 31548 United States	<b>Darren Harper</b> Phone : (912) 729-7530 x 2 Mobile : (912) 552-4035 Fax : (912) 729-8628 Email : dharper@kingslandgeorgia.com Address : PO Box 250 Kingsland GA 31548 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
21399	08/27/2014	<b>Brittney Pine</b> brittney@daltonsigns.com	Net 30		

**Items**

#	Item	Qty	Unit Price	Disc. Price	Total (Ex. Tax)	Tax
1	<b>Wayfinding Signs</b>  W:48.0 in. X H:49.25 in. , Single Sided Wayfinding signs made from 7mil, luster, 7 year retro-reflective film. Scotchlite reflective graphic film applied to custom made 1/8" .080 aluminum, and mounted to 4" Straight pole (drilled for break away)with ball finial on top and slip-on cast aluminum base. Full Color  DOES NOT INCLUDE INSTALLATION  Includes : 15.0 Min Design Setup Time - Setup customer supplied artwork for printing and processing. 10.0 .080 Custom Sign Panel 48" x 49.25" - .080 1/8" aluminum sign blank, powdercoated semi-gloss. Semi-Gloss colors (Black, White, Green (PMS 3435, Blue PMS 2955, Almond) 10.0 4" - 156" non-Fluted Post with Finial ball Cap - Decorative 4" post	10	\$1,257.56	\$1,257.56	\$12,575.60	\$0.00

**Total**

	<b>Sub Total</b>	<b>Total Tax</b>	<b>Final Price</b>
	\$12,575.60	\$0.00	\$12,575.60

**Downpayment (0.0 %)** \$0.00

<b>Total Discount</b>	<b>\$675.90(5.1%)</b>	<b>Volume Disc.</b>	<b>\$117.30</b>	<b>Range Disc.</b>	<b>\$558.60</b>
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## **Terms And Conditions**

Terms And Conditions - Please make checks payable to Dalton Signs, Inc.

- This proposal may be withdrawn if not accepted within 15 days due to fluctuating steel, material and fuel costs.
- Customer is to furnish all primary electrical service (120V UNLESS OTHERWISE AGREED) and connection to the sign including: timers, photocells, switches, and/or other controls required by local city ordinances at Customers own expense.
- Installation portion of this estimate is based on adequate access to front and backside of the install area. Unforeseen obstacles may require additional charges.
- All private lines must be clearly marked by the customer (such as sprinkler systems and ground lighting). Any damage to private lines not clearly marked is the responsibility of the customer.
- The final invoice is the controlling element of this contract

Company and Customer enter into the following customer contract regarding services provided for the Job Number identified above and more specifically described on the reverse side of this Contract and agree to the following terms and conditions regarding such Project:

**STANDARD SPECIFICATIONS:** The Project shall be completed in accordance with the sign drawing and elevation specifications corresponding to the Job Number listed above which are approved by Customer, unless changes to the Standard Specifications are approved by the parties in writing in accordance with the Change Order process described below.

**CONTRACT AMOUNT:** Customer shall pay Company for the Project as invoiced by Company in the amount and in increments listed on the reverse side of this Contract. Time is of the essence with regard to Customer payment obligation.

**ADDITIONAL WORK:** Unless stated as part of the Contract Amount on the reverse side of this Contract, Customer shall pay an additional amount for the Project in the event that: (i) abnormal soil conditions or underground obstructions exist, including, without limitation, existence of solid rock, pipes, underground wires, etc.; (ii) Company must perform services related to obtaining a variance; (iii) Company is required to provide documentation to obtain permits and approvals for the Project other than the Standard Specifications described above, including, without limitation, shop drawings, samples, design layouts and modifications to architectural site plans; (iv) Company is required to remove freestanding signs or prior signs on a structure located on or near the installation site; (v) Company must obtain permits or approvals; or (vi) Company is requested or required to do any other additional work related to the Project that is not described in the Services section on the reverse side of this Contract.

**TAXES:** Customer agrees to pay all taxes that are due or may become due by Customer or that may be levied upon Company in connection with the Project, including without limitation, all sales, use, and rental taxes levied by any federal, state, county or municipal authority or political subdivision thereof.

**LATE FEES:** Customer agrees that all amounts not paid by due date stated on invoice sent by Company are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee.

**OWNERSHIP OF SIGNAGE PROPERTY:** Company shall contribute parts and materials to manufacture the signage related to the Project. Customer acknowledges and agrees that all Signage Property is owned by the Company until receipt of final payment for the Project. Customer expressly agrees that title to the Signage Property is retained by Company and in Company's name until Customer full payment for the Project is received. Customer further agrees that if Customer fails to make payment in full for the Project within 90 days of completion of the Project, then Company, or Company's representative, in its sole discretion, shall have the right, and is hereby authorized and empowered to take and remove the Signage Property from the installation site, and resume possession of the Signage Property, wherever found, without any liability for damages or other claim whatsoever, with or without process of law, and without prejudice to further enforcement of any balance of such obligation or expenses remaining due.

**OWNERSHIP OF COMPANY DESIGNS:** Company may provide Customer with designs and art work created by the Company in connection with the Project. All right, title and interest in and to the Company Designs is owned exclusively, throughout the world, and in perpetuity by the Company (including all copyrights and patents, derivatives, renewals and extensions thereof). Any and all use of the Company Designs by Customer, its employees or agents is expressly prohibited without the written consent of the Company; and such written consent is subject to payment in full for the Project and the Company design service. Until payment in full is received, the Company shall have the sole and exclusive right to use the Company Designs, in whole or in part, in whatever manner the Company may desire, including without limitation, the right to cut, edit, revise, alter and/or otherwise modify the Company Designs and to freely use, perform, distribute, exhibit and exploit such materials and license others to do so in any and all media now known or hereafter devised and shall have the sole and exclusive right to copyright or patent the Contractor Work Product in the Company name, as the owner and author thereof.

**PERMITS AND LICENSES:** Unless otherwise stated on the reverse side of this Contract, the Company shall obtain all necessary installation permits related to the Project. Customer shall be responsible for maintaining all necessary permits or variances from public authorities.

for **City Of Kingsland**

**Signature**

**Date**

We agree to your terms and conditions Please proceed with the order.

**CITY COUNCIL MEETING**

**September 15, 2014**

**TITLE:** Approval of ICMA Resolution establishing a 401 Plan

**PURPOSE:** To adopt a Resolution establishing a 401 Plan with ICMA Retirement Corporation for the City Manager

**RECOMMENDATION:** Staff recommends approval

**HISTORY:** The City already offers an ICMA 457 Deferred Compensation Plan specifically for the City Manager. Pursuant to employment contract, the City contributes a portion of the City Manager's salary to the 457 Plan. The City does not currently have an agreement with ICMA which would allow the City Manager to make voluntary contributions.

The approval of the attached resolution will allow the City to establish a 401 Plan for the City's contribution, which will allow the City Manager to make voluntary contributions to the current 457 Plan. There will be no financial impact to the City.

**Department**

**Director:**



**City**

**Manager:**



**RESOLUTION FOR A LEGISLATIVE BODY RELATING TO A MONEY PURCHASE PLAN**

RESOLUTION OF City of St. Marys (EMPLOYER NAME).

PLAN NUMBER 10- \_\_\_\_\_

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by ICMA-RC and that the funds held in such plan be invested in the VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a money purchase retirement plan (the "Plan") in the form of: (Select one)

- The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).
- The Plan and Trust provided by the Employer (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of VantageTrust, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the VantageTrust.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the VantageTrust; and

BE IT FURTHER resolved that the Human Resources Director (use title of official, not name) shall be the coordinator for the Plan; shall receive reports, notices, etc., from the ICMA Retirement Corporation or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes \_\_\_\_\_ (use title not name) to execute all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the Plan.

I, \_\_\_\_\_, Clerk of the (City, County, etc.) of \_\_\_\_\_, do hereby certify that the foregoing resolution proposed by (Council Member, Trustee, etc.) of \_\_\_\_\_, was duly passed and adopted by the (Council, Board, etc.) of the (City, County, etc.) of \_\_\_\_\_ at a regular meeting thereof assembled this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NAYS:

ABSENT:

(SEAL)

\_\_\_\_\_  
Clerk of the (City, County, etc.)

**ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT**

PLAN NUMBER 10-\_\_\_\_\_

The Employer hereby establishes a Money Purchase Plan and Trust to be known as City of St. Marys  
Money Purchase Plan (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust (MPP 01/01/06).

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes       No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I.      **Employer:** City of St. Marys [902]

II.      **The Effective Date** of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified: \_\_\_\_\_ (c.g., January 1, 2006 for the MPP 01/01/06 Plan)

III.      **Plan Year** will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on July 1, 2014 and each anniversary thereof.

IV.      **Normal Retirement Age** shall be age 65 (not to exceed age 65). [288]

V.      **ELIGIBILITY REQUIREMENTS:**

1. The following group or groups of Employees are eligible to participate in the Plan:

- \_\_\_\_\_ All Employees
- \_\_\_\_\_ All Full Time Employees
- \_\_\_\_\_ Salaried Employees
- \_\_\_\_\_ Non union Employees
- \_\_\_\_\_ Management Employees
- \_\_\_\_\_ Public Safety Employees
- \_\_\_\_\_ General Employees
- Other Employees (specify describe the group(s) of eligible employees below)  
City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. Also, the eligibility requirements for participation in the Plan cannot be such that Employees become Participants only in the Plan Year in which the Employees terminate employment (i.e., stand-alone final pay plans).

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) \_\_\_\_\_.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is 21 (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A, B or C. If Option A is not selected, Employer must pick up Participant Contributions under Option B or Option C.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B or C is chosen, please complete section D.)

- A. Employer Contributions. The Employer shall contribute on behalf of each Participant 9% of Earnings or \$\_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required  are not required

to be eligible for this Employer Contribution.

- B. Mandatory Participant Contributions for Plan Participation. A Participant is required to contribute (subject to the limitations of Article V of the Plan)

- (i) \_\_\_\_\_% of Earnings,  
(ii) \$\_\_\_\_\_, or  
(iii) a whole percentage of Earnings between the range of \_\_\_\_\_ (insert range of percentages between 0% and 20% (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer

for the Plan Year as a condition of participation in the Plan. A Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory Participant Contributions <sup>1</sup>(pick up is required if neither Option A nor Option C is selected).

Yes  No

[621]

- C. Mandatory Participant Contributions for this Portion of the Plan. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute \_\_\_\_\_ (insert range of percentages between 0% and 20% (e.g., 3%, 6%, or 20%; 5% to 7%)) of the Employee's Earnings to the Plan for each Plan Year (subject to the limitations of Article V of the Plan).

<sup>1</sup> Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are picked up by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2011-4 (or subsequent guidance).

A Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Participant in this portion of the Plan.

The Employer hereby elects to "pick up" the Mandatory Participant Contributions (pick up is required if neither Option A nor Option B is selected).<sup>2</sup>

[621]

Yes  No

D. Election Window (Complete if Option B or Option C is selected):

Newly eligible Employees shall be provided an election window of \_\_\_\_\_ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employee may also elect to contribute as follows:

A. Fixed Employer Match of Voluntary Participant Contributions. The Employer shall contribute on behalf of each Participant \_\_\_\_% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_% of Earnings or \$\_\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

B. Variable Employer Match of Voluntary Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

0% of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding \_\_\_\_% of Earnings or \$\_\_\_\_\_);

PLUS 0% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_% of Earnings or \$\_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$0 or 0% of Earnings, whichever is \_\_\_ more or \_\_\_ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan.

Yes  No

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

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<sup>2</sup> See footnote 1 on the previous page.

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):
- 

**VII. EARNINGS**

Earnings, as defined under Section 2.09 of the Plan, shall include:

- (a) Overtime

Yes  No

- (b) Bonuses

Yes  No

- (c) Other Pay (specifically describe any other types of pay to be included below)
- 
- 

**VIII. The Employer will permit rollover contributions in accordance with Section 4.11 of the Plan.**

Yes  No

**IX. LIMITATION ON ALLOCATIONS**

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Sections 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (f) of the Plan will apply unless another method has been indicated below.

Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

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

2. The limitation year is the following 12 consecutive month period:
-

**X. VESTING PROVISIONS**

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

<u>Period of Service Completed</u>	<u>Percent Vested</u>
Zero	_____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

**XI.** Loans are permitted under the Plan, as provided in Article XIII of the Plan:

Yes  No [751]

**XII.**

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options): [646:8]

- Normal Retirement Age
- Age 70½
- Not permitted at any age

2. Tax-free distributions of up to \$3,000 for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

Yes  No (Default) [646:3]

**XIII.** In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07.

Yes  No (Default) [646:7]

**XIV. SPOUSAL PROTECTION**

The Plan will provide the following level of spousal protection (select one):

A.  Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required. [646:6]

B.  Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (This is the default provision under the Plan if no selection is made.) [646:6]

C.  QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. [642:8]  
[646:6]

**XV. FINAL PAY CONTRIBUTIONS**

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

**Final Pay shall be defined as (select one):**

- A.  Accrued unpaid vacation
- B.  Accrued unpaid sick leave
- C.  Accrued unpaid vacation and sick leave
- D.  Other (insert definition of final pay): \_\_\_\_\_

that would otherwise be payable to the Employee in cash upon termination.

- 1.  **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2.  **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of final pay to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked. If the employer elects to "pick up" these amounts, in no event does the Employee have the option of receiving the pick-up contribution amount directly.

The Employer hereby elects to "pick up" the Employee Designated Final Pay Contribution thereby treating such contributions as Employer-made contributions for federal income tax purposes.

Yes     No

[621]

**XVI. ACCRUED LEAVE CONTRIBUTIONS**

The Plan will provide for accrued unpaid leave contributions if either 1 or 2 is selected below.

**Accrued Leave shall be defined as (select one):**

- A.  Accrued unpaid vacation
- B.  Accrued unpaid sick leave
- C.  Accrued unpaid vacation and sick leave
- D.  Other (insert definition of final pay: \_\_\_\_\_  
that would otherwise be payable to the Employee in cash.

- 1.  **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks) to the Plan (subject to the limitations of Article V of the Plan).

For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant \_\_\_\_\_ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of accrued unpaid leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked. If the employer elects to "pick up" these amounts, in no event does the Employee have the option of receiving the pick-up contribution amount directly.

The Employer hereby elects to "pick up" the Employee Designated Final Pay Contribution thereby treating such contributions as Employer-made contributions for federal income tax purposes.

Yes     No

[621]

In order to allow for Final Pay Contributions and/or Accrued Leave Contributions, as defined in sections XV and XVI above, the Plan must also include additional sources of ongoing contributions, such as Fixed Employer Contributions or Mandatory Participant Contributions. In accordance with IRS Guidance, ICMA-RC will not process Final Pay Contribution or Accrued Leave Contribution Features as part of a "Stand Alone" Final Pay Plan.

**XVII.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVIII.** The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan.

**XIX.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

**XX.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XXI.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EMPLOYER

ICMA RETIREMENT CORPORATION  
777 North Capitol St., NE  
Washington, DC 20002-4240  
202-962-8096

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**CITY COUNCIL MEETING**  
**September 15, 2014**

**TITLE:** 4<sup>th</sup> Quarter Town Hall Meeting

**PURPOSE:** To schedule a Town Hall Meeting for Thursday, October 2, 2014 at 6:00 p.m.

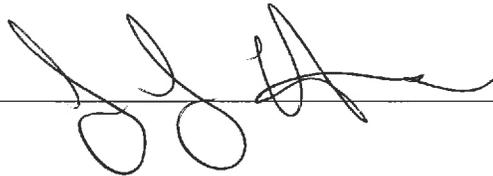
**RECOMMENDATION:** Schedule a meeting to comply with the City's Code of Ordinance.

**HISTORY/ANALYSIS:** A "Town Meeting" designated and advertised as such will be held at 6:00 p.m. on the first Thursday of each quarter (January, April, July and October) which is not a City recognized holiday, to solicit input and requests from the general public. The issues coming before the town meeting will require no formal agenda.

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



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



**CITY COUNCIL MEETING**  
**September 15, 2014**

**TITLE:** TEMPORARY MOWING POSITIONS

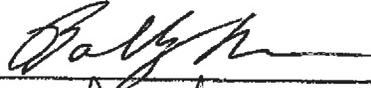
**PURPOSE:** To authorize the Public Works Department to hire four additional temporary employees to assist with litter pickup and mowing.

**RECOMMENDATION:** Approval.

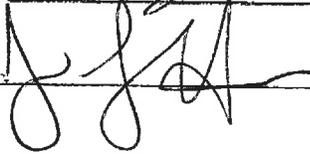
**HISTORY/ANALYSIS:** The attached memo describes a potential program to increase service levels in regard to mowing and litter pickup on city streets. The total cost in labor for these additional temporary employees would be \$25,090. The cost of additional equipment would be \$7,498. Currently, due to position vacancies, Public Works has a surplus of \$18,089 within the current budget. This would leave a balance of \$14,501 needed to cover this program. This additional amount could be pulled from the Police Department salary line which currently has a surplus as well due to position vacancies.

The attached budget ordinance would also need to be approved if it is council's desire to move forward with this program.

**Department Director:**



**City Manager:**



AN ORDINANCE TO AMEND THE FISCAL YEAR 2015  
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

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

That it is necessary to amend the FY15 Budget to increase temp employees and small equipment for mowing.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
100-54100-51.1200 PW - Temp Employees	\$ 0	+\$ 25,090	\$ 25,090
100-54100-53.1600 PW - Small Equipment	\$ 11,000	+\$ 7,500	\$ 18,500
100-54100-51.1100 PW - Salaries	\$619,733	-\$ 9,296	\$610,437
100-54100-51.2105 PW - Health/Dental	\$260,533	-\$ 6,000	\$254,533
100-54100-51.2200 PW - FICA	\$ 49,621	-\$ 1,393	\$ 48,228
100-54100-51.2400 PW - Retirement	\$ 34,259	-\$ 1,400	\$ 32,859
100-53210-51.1100 Police - Salaries	\$1,330,384	-\$ 14,501	\$1,315,883

ADOPTED in legal assembly this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF ST. MARYS, GEORGIA

By: \_\_\_\_\_  
John F. Morrissey, Its Mayor

Attest: \_\_\_\_\_  
Deborah Walker-Reed, Its City Clerk



# MEMORANDUM

## DEPARTMENT OF PUBLIC WORKS

**To:** John Holman  
**From:** Bobby Marr  
**Date:** September 8, 2014  
**CC:**  

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**Subject:** Mowing/Litter Pickup

You requested that I provide an estimate to you concerning what it would take to increase the mowing/litter pickup service levels to a schedule of about 3-1/2 weeks per round to finish out the current mowing season. In order to provide this level of service, I would need to be able to operate all three bush hog tractors and the bat wing mower. Currently, Public Works only has two of these positions. However, this still leaves two mowing tractor positions that would need to be filled. Human Resources, Finance and Public Works discussed the possibility of filling these two positions by utilizing a private temporary staffing business. It was also discussed that an additional two laborers would be needed in order to increase the service levels of litter pick up efforts. These positions could also be filled utilizing the private temporary staffing business. Based on the information supplied by the private temporary staffing business, the total labor costs for the four employees would be \$29,050.00 beginning September 17, 2014 and extending through November 28, 2014.

However, in order to maximize the effectiveness of the litter crew, I would recommend the purchase of two ATV's for their use on long stretches of roadway, such as St. Marys Road and Kings Bay Road. We looked into the potential for rental units, but rates were not conducive (\$150 per day per unit). Estimates for ATV's were received from three different vendors and ranged from \$3,749 each up to \$4,939 each. The total estimated cost (based on lowest quote) for the two units would be \$7,498.

I am attaching copies of the rate sheet from the temp agency and the quotes for the ATV's. Please let me know if you need any additional information, have any questions or would like to discuss further.

**Position Rate Schedule**  
**City of Saint Marys**  
August 12, 2014(Updated)

<b>Job Title</b>	<b>Pay Rate</b>	<b>Bill Rate</b>
<b>Laborer – Groundskeeper</b>	<b>10.00</b>	<b>14.89</b>
<b>Laborer- Trash Cleanup</b>	<b>8.00</b>	<b>12.36</b>

Our Bill Rate includes Express Personnel Services' absorption of the following:

- **Advertising**
- **Recruiting**
- **Drug Testing**
- **Interviewing**
- **Reference checks**
- **Weekly invoicing to clients**
- **Weekly pay for the temporary associates**
- **Workers' compensation**
- **Federal and State Tax**
- **Social Security Tax**
- **General liability insurance coverage**
- **Benefits for temporary associates**

Our associates are required to complete 520 hours before becoming eligible for hire by the Client. In the event your company is interested in hiring an associate prior to this, we will be happy to offer you a transfer fee which would be determined by the length of time remaining in the original assignment.

The Express Guarantee is your assurance that should you become dissatisfied with our associate, we will gladly provide an acceptable replacement at no additional charge to you.

We appreciate the opportunity to earn your business and your trust as an outsourced Human Resource provider.

**Express Employment Professionals**  
**Brunswick, Georgia**

Client Approval \_\_\_\_\_ Date \_\_\_\_\_

## Bobby Marr

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**From:** Dean Fulco  
**Sent:** Monday, August 11, 2014 8:55 AM  
**To:** Bobby Marr  
**Subject:** FW: 2014 Honda TRX250TM Recons

FYI

**From:** Karen [<mailto:karen@kingsbayhonda.net>]  
**Sent:** Friday, August 08, 2014 12:18 PM  
**To:** Dean Fulco  
**Subject:** 2014 Honda TRX250TM Recons

Dean,

Good afternoon. Here's the bid as per our discussion earlier today for the Recons.  
Thank you for the opportunity and please let me know if I can be of further assistance.

(2) 2014 Honda TRX250TME Recon's (Available colors Red or Olive)  
Total price: \$7498.00

Thanks again,

Karen Herndon

Sales Manager

Kings Bay Honda

1999 Commerce Dr Ste C

Kingsland, Ga 31548

(912)729-8686 (ph)

(912-)729-8693 (fax)

## Bobby Marr

---

**From:** Dean Fulco  
**Sent:** Thursday, August 14, 2014 1:57 PM  
**To:** Bobby Marr  
**Subject:** FW: Brute Force 300 Quote

fyi

**From:** [shawn@jpsjax.com](mailto:shawn@jpsjax.com) [<mailto:shawn@jpsjax.com>]  
**Sent:** Wednesday, August 13, 2014 9:47 AM  
**Cc:** Dean Fulco  
**Subject:** Brute Force 300 Quote

Dean,

I recently received your information in regards to the 2 Brute Force 300s. I only have 1 2013/ 1 2014 (not two 2013s). For these machines based on GA or tax exempt the price for both machines OTD would be \$9877 (price of machines plus freight/prep. No tax or registration based on GA/gov). Please let me know if you have any other questions or need a more detailed break down to present for approval.

Thanks,

Shawn- Sales Professional  
Jacksonville PowerSports  
10290 Atlantic Blvd  
Phone- 904-641-5320  
Fax-904-641-2105  
Email- [shawn@jpsjax.com](mailto:shawn@jpsjax.com)

## **Bobby Marr**

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**From:** Dean Fulco  
**Sent:** Thursday, August 14, 2014 1:59 PM  
**To:** Bobby Marr  
**Subject:** FW: SOLANO CYCLE: KYMCO MXU

fyi

**From:** Skippy Albert [<mailto:tason02@gmail.com>]  
**Sent:** Monday, August 11, 2014 9:29 AM  
**To:** Dean Fulco  
**Subject:** Re: SOLANO CYCLE: KYMCO MXU

I have a better deal

The MXU sells for \$3,999.00. Kymco offers a discount to city, county and state governments  
The freight is \$300.00 but we will only charge \$100.00 even if we have to ship the new 2015, we will still discount the freight.

Quote

\$3,699.00 each

\$100.00 shipping each

\$80.00 prep and assembly each

I do have 1 new 2014 300 in stock that can be discounted additional \$200.00

Kymco has not made any changes from the 2014 to the 2015

If you have researched the Kymco products, then you know the high quality you are receiving, if not, please check out the reviews on line. You will be impressed. Better warranty than Honda

Thanks,  
Elayne  
Solano Cycle

On Sun, Aug 10, 2014 at 9:17 AM, Skippy Albert <[tason02@gmail.com](mailto:tason02@gmail.com)> wrote:

Thanks, for contacting us

The price for the MVU 300 in stock

\$3,999.00

\$3,899.00 2nd mxu

\$100.00 freight each scooter ( in stock, if we have to order freight from kymco is \$300.00)

\$80.00 prep and assembly each

7% tax if you live in FL. no tax if you are out of state

Kymco offers Military discount

This would be additional \$200.00 off each mxu

any Military qualifies, active, reserve, retired, ever served at any time.

Thanks  
Elayne  
Solano Cycle  
(904) 534-7081

**CITY COUNCIL MEETING**  
**September 15, 2014**

**TITLE:** GAINES DAVIS SEWER PROJECT BID AWARD

**PURPOSE:** To award a contract to Seaboard Construction Company in the amount of \$3,135,793.57

**RECOMMENDATION:** Approval.

**HISTORY/ANALYSIS:** The City of St. Marys conducted a bid opening on Tuesday, September 9, 2014 regarding the Gaines Davis Sewer Extension Project. There were four bids received from interested contractors. The Bids were as follows:

Seaboard Construction Company - \$3,135,793.57  
L&L Utilities - \$3,615,820.44  
Douglas Electric - \$3,658,108.25  
Petticoat Schmitt - \$4,710,786.30

The project design engineer, Thomas and Hutton Engineering Company, reviewed the bids and recommended the contract be awarded to Seaboard Construction Company as the lowest responsive, responsible bidder. Attached is a copy of the recommendation from Thomas and Hutton as well as a detailed comparison of the bids received.

This project is identified to be funded with SPLOST VI funds.

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

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

# THOMAS & HUTTON

50 PARK OF COMMERCE WAY | SAVANNAH, GA 31405  
912.234.5300 | WWW.THOMASANDHUTTON.COM

September 10, 2014

Mr. John Holman  
City Manager  
City of St. Marys  
418 Osborne Street  
St. Marys, GA 31558

Re: St. Marys, Georgia  
Spur 40 Area Sanitary Sewer System Improvements  
Recommendation of Award

Dear Mr. Holman:

This letter serves as our recommendation of award of a construction contract for the referenced project.

After legal advertisement in the local newspaper and on the City's website, sealed bids were received at City Hall until 1:00 p.m., Tuesday, September 9, 2014 and were then publicly opened and read aloud.

Four bids were received. We have reviewed the bids, checked the line item prices for any errors, and are attaching the certified bid abstract for the project. The low bidder was Seaboard Construction Company (Plant Improvement Co., Inc. dba Seaboard Construction Company) of Brunswick, Georgia with a base bid of \$3,135,793.57.

We are familiar with Seaboard, having worked with them on past projects. They have a history of successfully completing projects of this scale and complexity, including past projects for the City. The required 10% Bid Bond was included and they acknowledged receipt of the lone addendum. We have checked the "State of Georgia - Suspended and Debarred Suppliers List" on the Georgia Department of Administrative Services website to determine the debarment status of the company and the low bidder is not on the list.

We therefore recommend award of a construction contract to Seaboard Construction Company as the lowest responsive, responsible bidder. Should you have any questions, please do not hesitate to call.

Sincerely,

THOMAS & HUTTON



A. Christopher Stovall, P.E.

ACS/kts  
Attachment - Bid Abstract

ABSTRACT OF BIDS SPUR 40 AREA SANITARY SEWER IMPROVEMENTS

BIDDER				SEABOARD CONSTRUCTION CO.		L & L UTILITIES		DOUGLAS ELECTRICAL & PLUMBING, INC.		PETTICOAT SCHMITT CIVIL CONTRACTORS, INC.	
<b>CLEARING, GRASSING &amp; EROSION CONTROL</b>											
Item	Material	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Clearing	11	AC	\$ 6,000.00	\$ 66,000.00	\$ 25,000.00	\$ 275,000.00	\$ 3,861.00	\$ 42,471.00	\$ 13,100.00	\$ 144,100.00
2	Grassing	11	AC	\$ 1,248.13	\$ 13,230.18	\$ 3,000.00	\$ 31,800.00	\$ 1,351.00	\$ 14,320.60	\$ 15,500.00	\$ 164,300.00
3	Erosion & Sedimentation Control	10310	LF	\$ 2.27	\$ 23,403.70	\$ 4.50	\$ 46,395.00	\$ 2.90	\$ 29,899.00	\$ 6.14	\$ 63,303.40
Sub-Total, CLEARING, GRASSING & EROSION CONTROL					\$ 102,633.88		\$ 353,195.00		\$ 86,690.60		\$ 371,703.40
<b>SANITARY SEWER SYSTEM</b>											
1	Pump Station #1 (90 gpm, 32' TDH)	1	-	\$ 172,128.09	\$ 172,128.09	\$ 225,000.00	\$ 225,000.00	\$ 255,961.50	\$ 255,961.50	\$ 165,900.00	\$ 165,900.00
2	Pump Station #2 (15 gpm, 27' TDH)	1	-	\$ 88,503.57	\$ 88,503.57	\$ 70,000.00	\$ 70,000.00	\$ 119,941.00	\$ 119,941.00	\$ 59,500.00	\$ 59,500.00
3	Pump Station #3 (80 gpm, 21' TDH)	1	-	\$ 170,426.10	\$ 170,426.10	\$ 225,000.00	\$ 225,000.00	\$ 219,108.00	\$ 219,108.00	\$ 168,100.00	\$ 168,100.00
4	Pump Station #4 (175 gpm, 60' TDH)	1	-	\$ 165,093.19	\$ 165,093.19	\$ 250,000.00	\$ 250,000.00	\$ 222,314.00	\$ 222,314.00	\$ 171,900.00	\$ 171,900.00
5	2" Watermain	385	LF	\$ 9.33	\$ 3,592.05	\$ 15.00	\$ 5,775.00	\$ 7.30	\$ 2,810.50	\$ 25.00	\$ 9,625.00
6	2" Tapping Saddle w/ Gate Valve In Box	1	EA	\$ 337.49	\$ 337.49	\$ 750.00	\$ 750.00	\$ 1,021.00	\$ 1,021.00	\$ 2,350.00	\$ 2,350.00
7	Connect to Existing 2" Watermain	1	EA	\$ 342.98	\$ 342.98	\$ 400.00	\$ 400.00	\$ 615.00	\$ 615.00	\$ 1,100.00	\$ 1,100.00
8	6" Watermain	661	LF	\$ 13.88	\$ 9,003.33	\$ 17.00	\$ 11,067.00	\$ 9.35	\$ 6,086.85	\$ 24.50	\$ 15,949.80
9	6" Tapping Sleeve w/ Valve & Box	2	EA	\$ 1,630.00	\$ 3,260.00	\$ 2,900.00	\$ 5,800.00	\$ 2,928.00	\$ 5,856.00	\$ 4,480.00	\$ 8,960.00
10	Connect to Existing 6" Watermain	2	EA	\$ 4,182.83	\$ 8,365.66	\$ 300.00	\$ 600.00	\$ 679.00	\$ 1,358.00	\$ 1,630.00	\$ 3,260.00
11	Connect Water Services to New 6" Watermain	4	EA	\$ 275.97	\$ 1,107.88	\$ 400.00	\$ 1,600.00	\$ 384.00	\$ 1,536.00	\$ 1,170.00	\$ 4,680.00
12	Remove & Replace Fire Hydrant- including new TS&V and P-lead pipe	1	EA	\$ 2,969.51	\$ 2,969.51	\$ 3,500.00	\$ 3,500.00	\$ 4,425.00	\$ 4,425.00	\$ 7,000.00	\$ 7,000.00
13	24" RCP Drain Pipe w/ Headwall	20	LF	\$ 96.45	\$ 1,929.00	\$ 220.00	\$ 4,400.00	\$ 53.00	\$ 1,060.00	\$ 447.00	\$ 8,940.00
14	WingWall for 18" HDPE Pipe	2	EA	\$ 1,248.13	\$ 2,496.26	\$ 900.00	\$ 1,800.00	\$ 1,265.00	\$ 2,530.00	\$ 2,660.00	\$ 5,320.00
15	18" HDPE Paired End Section	2	EA	\$ 482.23	\$ 964.46	\$ 900.00	\$ 1,800.00	\$ 1,644.00	\$ 3,088.00	\$ 2,250.00	\$ 4,500.00
16	Wingwall for 24" RCP	2	EA	\$ 1,134.66	\$ 2,269.32	\$ 1,200.00	\$ 2,400.00	\$ 1,856.00	\$ 3,712.00	\$ 3,130.00	\$ 6,260.00
17	Wingwall for 36" RCP	1	EA	\$ 1,701.99	\$ 1,701.99	\$ 1,700.00	\$ 1,700.00	\$ 2,310.00	\$ 2,310.00	\$ 4,900.00	\$ 4,900.00
18	18" HDPE Drain Pipe	145	LF	\$ 28.37	\$ 4,113.65	\$ 39.00	\$ 5,655.00	\$ 26.70	\$ 3,871.50	\$ 57.00	\$ 8,265.00
19	24" RCP Drain Pipe	25	LF	\$ 31.77	\$ 794.25	\$ 65.00	\$ 1,625.00	\$ 52.75	\$ 1,318.75	\$ 157.00	\$ 3,925.00
20	30" RCP Drain Pipe	48	LF	\$ 64.46	\$ 2,614.08	\$ 77.00	\$ 3,696.00	\$ 77.85	\$ 3,736.80	\$ 136.00	\$ 6,528.00
21	36" RCP Drain Pipe	766	LF	\$ 73.75	\$ 56,492.50	\$ 100.00	\$ 76,600.00	\$ 101.00	\$ 77,366.00	\$ 168.00	\$ 121,028.00
22	Remove and Replace Drain Inlet	5	EA	\$ 2,042.39	\$ 10,211.95	\$ 2,000.00	\$ 10,000.00	\$ 2,832.00	\$ 14,160.00	\$ 6,300.00	\$ 31,500.00
23	8" Gravity Sewer (0-6)	2703	LF	\$ 44.67	\$ 120,743.01	\$ 40.00	\$ 108,120.00	\$ 44.25	\$ 119,607.75	\$ 25.50	\$ 68,925.00
24	8" Gravity Sewer (6-8)	5550	LF	\$ 50.49	\$ 280,219.50	\$ 40.00	\$ 222,000.00	\$ 49.40	\$ 274,170.00	\$ 49.50	\$ 274,725.00
25	8" Gravity Sewer (8-10)	3626	LF	\$ 53.33	\$ 193,374.58	\$ 40.00	\$ 145,040.00	\$ 54.50	\$ 197,617.00	\$ 61.50	\$ 222,999.00
26	8" Gravity Sewer (10-12 ft)	3176	LF	\$ 61.27	\$ 194,593.52	\$ 46.00	\$ 146,096.00	\$ 59.70	\$ 189,607.20	\$ 65.00	\$ 206,440.00
27	8" Gravity Sewer (12-14 ft)	1517	LF	\$ 74.89	\$ 113,608.13	\$ 56.00	\$ 84,952.00	\$ 64.80	\$ 98,301.60	\$ 75.00	\$ 113,775.00
28	8" Gravity Sewer (14-16 ft)	641	LF	\$ 81.70	\$ 52,369.70	\$ 62.00	\$ 39,742.00	\$ 69.95	\$ 44,837.95	\$ 108.00	\$ 69,228.00
29	4" Sewer Lateral (174 laterals in total)	4855	LF	\$ 15.89	\$ 77,145.95	\$ 14.00	\$ 67,970.00	\$ 19.30	\$ 93,701.50	\$ 58.50	\$ 284,017.50

ABSTRACT OF BIDS SPUR 40 AREA SANITARY SEWER IMPROVEMENTS

BIDDER				SEABOARD CONSTRUCTION CO.		L & L UTILITIES		DOUGLAS ELECTRICAL & PLUMBING, INC.		PETTICOAT SCHMITT CIVIL CONTRACTORS, INC.	
30	6" Sewer Lateral (7 laterals in total)	198	LF	\$ 17.02	\$ 3,369.96	\$ 15.00	\$ 2,970.00	\$ 25.35	\$ 5,019.30	\$ 90.50	\$ 17,919.00
31	Standard Manhole (0-6 ft)	18	EA	\$ 2,609.72	\$ 46,974.96	\$ 2,800.00	\$ 50,400.00	\$ 3,309.00	\$ 59,562.00	\$ 4,990.00	\$ 89,820.00
32	Standard Manhole (6-8 ft)	27	EA	\$ 2,779.92	\$ 75,087.84	\$ 2,900.00	\$ 78,300.00	\$ 3,872.00	\$ 91,044.00	\$ 5,660.00	\$ 151,200.00
33	Standard Manhole (8-10 ft)	9	EA	\$ 3,120.32	\$ 28,082.88	\$ 3,100.00	\$ 27,900.00	\$ 3,886.00	\$ 34,974.00	\$ 7,500.00	\$ 67,500.00
34	Standard Manhole (10-12 ft)	10	EA	\$ 3,744.38	\$ 37,443.80	\$ 3,300.00	\$ 33,000.00	\$ 4,401.00	\$ 44,010.00	\$ 9,000.00	\$ 90,000.00
35	Standard Manhole (12-14 ft)	4	EA	\$ 3,971.32	\$ 15,885.28	\$ 3,600.00	\$ 14,400.00	\$ 4,916.00	\$ 19,664.00	\$ 10,600.00	\$ 42,000.00
36	Drop Manhole (8-10 ft)	1	EA	\$ 6,013.70	\$ 6,013.70	\$ 6,950.00	\$ 6,950.00	\$ 7,513.00	\$ 7,513.00	\$ 9,800.00	\$ 9,800.00
37	Drop Manhole (10-12 ft)	2	EA	\$ 6,807.97	\$ 13,615.94	\$ 8,400.00	\$ 16,800.00	\$ 8,383.00	\$ 16,766.00	\$ 12,200.00	\$ 24,400.00
38	Drop Manhole (12-14 ft)	2	EA	\$ 7,375.30	\$ 14,750.60	\$ 8,775.00	\$ 17,550.00	\$ 9,739.00	\$ 19,478.00	\$ 14,600.00	\$ 29,200.00
39	Drop Manhole (14-16 ft)	1	EA	\$ 7,715.69	\$ 7,715.69	\$ 6,200.00	\$ 6,200.00	\$ 10,730.00	\$ 10,730.00	\$ 16,700.00	\$ 16,700.00
40	2" Force Main	1105	LF	\$ 9.08	\$ 10,033.40	\$ 9.00	\$ 9,945.00	\$ 8.60	\$ 9,503.00	\$ 12.50	\$ 13,812.50
41	4" Force Main	4790	LF	\$ 17.02	\$ 81,526.80	\$ 10.00	\$ 47,900.00	\$ 15.60	\$ 74,724.00	\$ 20.00	\$ 95,800.00
42	Connect Gravity Sewer to Existing Manhole	1	EA	\$ 1,134.67	\$ 1,134.67	\$ 1,500.00	\$ 1,500.00	\$ 2,702.00	\$ 2,702.00	\$ 2,080.00	\$ 2,080.00
43	Connect Forcemain to Existing Manhole	2	EA	\$ 9,077.29	\$ 18,154.58	\$ 1,500.00	\$ 3,000.00	\$ 1,673.00	\$ 3,346.00	\$ 1,890.00	\$ 3,780.00
44	Connect Forcemain to Proposed Manhole	2	EA	\$ 3,630.92	\$ 7,261.84	\$ 1,000.00	\$ 2,000.00	\$ 901.00	\$ 1,802.00	\$ 1,840.00	\$ 3,680.00
45	Stone Backfill	200	CY	\$ 68.08	\$ 13,616.00	\$ 50.50	\$ 10,100.00	\$ 68.60	\$ 13,720.00	\$ 100.00	\$ 20,000.00
46	Sand Backfill	200	CY	\$ 28.37	\$ 5,674.00	\$ 30.25	\$ 6,050.00	\$ 11.60	\$ 2,320.00	\$ 50.00	\$ 10,000.00
47	2' 45 Bend	4	EA	\$ 17.02	\$ 68.08	\$ 80.00	\$ 320.00	\$ 10.30	\$ 41.20	\$ 60.00	\$ 240.00
48	4' 45 Bend	17	EA	\$ 283.67	\$ 4,822.39	\$ 200.00	\$ 3,400.00	\$ 423.00	\$ 7,191.00	\$ 360.00	\$ 6,120.00
49	6' 45 Bend	10	EA	\$ 340.40	\$ 3,404.00	\$ 260.00	\$ 2,600.00	\$ 519.00	\$ 5,190.00	\$ 375.00	\$ 3,750.00
50	Air/Vacuum Release Valves & Manholes	3	EA	\$ 5,900.24	\$ 17,700.72	\$ 3,300.00	\$ 9,900.00	\$ 7,602.00	\$ 22,806.00	\$ 13,600.00	\$ 40,800.00
51	Dirt Driveway Replacement	948	SY	\$ 1.13	\$ 1,071.24	\$ 6.25	\$ 5,925.00	\$ 19.30	\$ 18,296.40	\$ 11.50	\$ 10,902.00
52	Asphalt Driveway Replacement	36	SY	\$ 22.69	\$ 816.84	\$ 70.00	\$ 2,520.00	\$ 51.50	\$ 1,854.00	\$ 92.50	\$ 3,330.00
53	Gravel Driveway Replacement	590	SY	\$ 10.21	\$ 6,023.90	\$ 20.00	\$ 11,800.00	\$ 30.25	\$ 17,847.50	\$ 27.50	\$ 16,225.00
54	Concrete Driveway Replacement	599	SY	\$ 52.58	\$ 31,495.42	\$ 65.00	\$ 38,935.00	\$ 57.90	\$ 34,682.10	\$ 56.50	\$ 33,843.50
55	R&R 12" CMP Drain Pipe w/ 18" HDPE	206	LF	\$ 20.42	\$ 4,205.52	\$ 30.00	\$ 6,180.00	\$ 21.45	\$ 4,418.70	\$ 86.50	\$ 17,819.00
56	R&R 12" CMP Drain Pipe w/ 18" HDPE	78	LF	\$ 20.42	\$ 1,592.76	\$ 33.00	\$ 2,574.00	\$ 26.70	\$ 2,082.60	\$ 95.50	\$ 7,449.00
57	R&R 18" CMP Drain Pipe w/ HDPE	85	LF	\$ 22.69	\$ 1,928.65	\$ 33.00	\$ 2,805.00	\$ 36.95	\$ 3,140.75	\$ 111.00	\$ 9,435.00
58	R&R 6" PVC Drainage w/ 18" HDPE	20	LF	\$ 20.42	\$ 408.40	\$ 30.00	\$ 600.00	\$ 21.45	\$ 429.00	\$ 121.00	\$ 2,420.00
59	R&R 12" HDPE Drainage	164	LF	\$ 20.42	\$ 3,348.88	\$ 28.00	\$ 4,592.00	\$ 19.00	\$ 3,116.00	\$ 83.00	\$ 13,612.00
60	R&R 16" HDPE Drainage	238	LF	\$ 20.42	\$ 4,859.96	\$ 30.00	\$ 7,140.00	\$ 21.46	\$ 5,105.10	\$ 102.00	\$ 24,276.00
61	R&R 18" HDPE Drainage	31	LF	\$ 22.69	\$ 703.39	\$ 32.00	\$ 992.00	\$ 26.70	\$ 827.70	\$ 121.00	\$ 3,751.00
62	R&R 12" RCP Drainage w/ 15" RCP	170	LF	\$ 31.77	\$ 5,400.90	\$ 33.00	\$ 5,610.00	\$ 26.85	\$ 4,564.50	\$ 96.00	\$ 16,320.00
63	R&R 15" RCP Drainage	248	LF	\$ 28.37	\$ 7,035.76	\$ 33.00	\$ 8,184.00	\$ 26.85	\$ 6,658.80	\$ 123.00	\$ 30,504.00
64	R&R 18" RCP Drainage	356	LF	\$ 34.04	\$ 12,118.24	\$ 40.00	\$ 14,240.00	\$ 33.45	\$ 11,908.20	\$ 135.00	\$ 48,060.00
65	R&R 24" RCP Drainage	100	LF	\$ 45.39	\$ 4,539.00	\$ 60.00	\$ 6,000.00	\$ 47.60	\$ 4,760.00	\$ 240.00	\$ 24,000.00
66	Remove and Replace Existing Asphalt Paving	29602	SY	\$ 24.50	\$ 725,249.00	\$ 32.97	\$ 975,977.94	\$ 30.70	\$ 908,781.40	\$ 40.45	\$ 1,197,400.90
67	Overlay New Asphalt Pavement	8770	SY	\$ 7.90	\$ 69,283.00	\$ 10.75	\$ 94,277.50	\$ 13.65	\$ 119,710.50	\$ 9.25	\$ 81,122.50
Sub-Total, SANITARY SEWER SYSTEM				\$ 3,033,159.69		\$ 3,262,625.44		\$ 3,571,417.65		\$ 4,339,082.90	

**ABSTRACT OF BIDS SPUR 40 AREA SANITARY SEWER IMPROVEMENTS**

BIDDER	SEABOARD CONSTRUCTION CO.	L & L UTILITIES	DOUGLAS ELECTRICAL & PLUMBING, INC.	PETICOAT SCHMITT CIVIL CONTRACTORS, INC.
Sub-Total, CLEARING, GRASSING & EROSION CONTROL	\$ 102,633.88	\$ 353,195.00	\$ 86,690.60	\$ 371,703.40
Sub-Total, SANITARY SEWER SYSTEM	\$ 3,033,159.69	\$ 3,262,625.44	\$ 3,571,417.65	\$ 4,339,082.90
<b>PROJECT TOTAL</b>	<b>\$ 3,135,793.57</b>	<b>\$ 3,615,820.44</b>	<b>\$ 3,658,108.25</b>	<b>\$ 4,710,786.30</b>
Bid Bond	Yes	Yes	Yes	Yes
Receipt of Addenda	Yes	Yes	Yes	Yes

This is a true and correct Abstract of Bids received on September 9, 2014.

*AC Stovall*

Chris Stovall, Project Manager

**CITY COUNCIL MEETING**  
**September 15, 2014**

**TITLE:** DOUGLAS DRIVE STORM WATER PROJECT ENGINEERING

**PURPOSE:** To authorize the Public Works Department to have the engineering plans for the Douglas Drive Storm Water Project updated.

**RECOMMENDATION:**

**HISTORY/ANALYSIS:** The Douglas Drive Stormwater Project was designed in 2009 but was never constructed due to the inability to obtain the necessary easements. P&A Engineering was the original engineer for the project. They were contacted to provide a cost to update the construction plans. The cost to update the plans and bid documents to show the new TDS utilities that may conflict with the project and to meet the new regulatory requirements would be \$7700.00.

**Engineering Services**

Original Contract (2008)	Amount	Proposed Contract Change Order (2014)	Amount	Increase
Construction Documents	\$2,820.00	Revise Construction Doc and E&S Plans	\$3,000.00 (E&S) \$2000.00 Update plan sheets	\$5000.00
Data Collection	\$6,400.00	New Data Collection	\$2,500.00	\$2,500.00
Bid Documents	\$800.00	Bid Documents	\$1000.00	\$200.00
Construction Phase	\$4,500.00	Construction Phase	\$4,500.00	\$0.00
<b>Contracted Cost</b>	<b>\$14,520.00</b>	<b>Proposed Cost Increase</b>		<b>\$7,700.00</b>

Current Contract Price (Change Order No. 1): \$14,520.00  
 Already Paid: \$9,220.00 on this contract.  
 Change order increase to original contract: \$7,700.00 (Not to exceed)  
 New Contract Price after Change Order No. 2: \$22,220.00

If it is the desire of the city council to move forward with this project, the funds for the engineering, easement acquisition (including legal fees) and construction would need to come from either SPLOST or general fund contingency.

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

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

# CITY COUNCIL MEETING

September 15, 2014

**NEW BUSINESS:** Request for adoption of revisions to Section 110-62 (R-1 Single Family).

**PURPOSE:** To amend the current St. Marys Zoning Ordinance, Section 110-62, to create a Special Use Classification for fruit and vegetable sales with outdoor sales and caretakers residences which would apply to the existing R-1 zoned parcels along Georgia 40 (Osborne Road) between Herb Bauer Drive (the Library) and Dark Entry Creek and the existing R-1 parcels along Georgia Spur 40 (Charlie Smith Sr. Highway) between Georgia 40 and Colerain Road.

**RECOMMENDATION:** Planning Staff and City Manager recommends approval of this request.

**HISTORY/ANALYSIS:** Ann King & Richard Watson presently operate a fruit & produce business at 507 Charlie Smith Sr. Highway. The applicants recently purchased Tax Parcel 135E 001C located on Charlie Smith Sr. Highway and discussed with the Planning Department the possibility of operating their fruit & produce business and having their residence at the same location. Our present ordinance does not allow a residential and commercial use. The Text Amendment would allow the proposed use only in the specified area of R-1 zoning.

The property to the left of Ms. King & Mr. Watson's property, previously known as "Teeney Weeney Grocery," had a commercial use on the first floor and an apartment on the second floor in past years when the business was in operation.

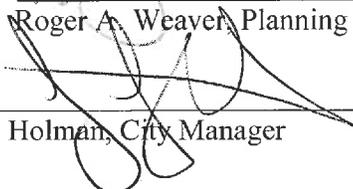
The Planning Department voted unanimously to approve the request for City Council approval. The Text Amendment will require the applicant to obtain a Special Use Permit prior to the operation of their business.

**ATTACHMENTS:** *Revised Ordinance 110-62; Text Amendment Application & Staff Report*

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

  
Roger A. Weaver, Planning Director

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

  
John J. Holman, City Manager

## REQUEST FOR A TEXT AMENDMENT & SPECIAL USE PERMIT

**APPLICANT:** Ann King & Richard Watson  
555 Martha Drive  
St. Marys, GA 31558

**LOCATION OF PROPERTY and APPLICANTS REQUEST:** The applicant requests the city approve a:

**TEXT AMENDMENT:** A request has been submitted by Ann King & Richard Watson, 555 Martha Drive, St. Marys, GA 31558 to amend the current St. Marys Zoning Ordinance, Section 110-62, to create a Special Use classification for fruit and vegetable sales with outdoor sales and caretakers residence and for other purposes which would apply to the existing R-1 zoned parcels along Georgia 40 (Osborne Road) between Herb Bauer Drive (the Library) and the Dark Entry Creek, and the existing R-1 parcels along Georgia Spur 40 (Charlie Smith Sr. Highway) between Georgia 40 and Colerain Road.

<b>MEETING DATES:</b>	Planning Commission August 26, 2014	City Council September 15, 2014
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**ANALYSIS of APPLICATION:** Anne King & Richard Watson own Tax Parcel 135E 001C located on Charlie Smith Sr. Highway which is presently zoned R-1. The parcel abuts R-1 (Single-Family Residential) on the south side and west side with C-2 (Commercial Highway) on the north side. There are three options the Planning Department has determined that could be applicable in allowing the property owners the ability to sell fruit & produce outdoors on their property.

1. The property is presently zoned R-1 Single Family Residential. To allow the owner to operate a business the property could be rezoned to C-2 Commercial Highway and apply for a Special Use permit to permit outdoor sales.
2. The applicants would like to eventually be permitted to live on the site. However, our current ordinance does not permit a commercial use in a residential zone nor does allow a residential use in C-2 zoning. Thus the applicant's request of a text amendment to section 110-62 (R-1 Residential zoning) to create a special use classification for fruit and vegetable sales with outdoor sales and to permit a caretakers residence.
3. An additional option for the applicants would be for the applicants to subdivide the property. One parcel would remain R-1 (Single-Family Residential) to allow for the residential use and the newly created parcel could be rezoned C-2 (Commercial Highway) for the commercial use. There is presently C-2 zoning abutting the north side of the property which would allow the property to be rezoned to C-2. This option would require the applicant to apply for a subdivision request and a special use permit for outdoor sales and would require no change to our existing ordinance.

### **REQUESTED ORDINANCE AMENDMENT:**

AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, TO ADD TO SECTION 110-62 THE FOLLOWING PARAGRAPH (7) TO SECTION "b" TO CREATE A SPECIAL USE CLASSIFICATION FOR FRUIT AND VEGETABLE SALES WITH OUTDOOR SALES AND CARETAKERS RESIDENCE AND FOR OTHER PURPOSES.

#### **(7) FRUIT AND VEGETABLE SALES WITH OUTDOOR SALES and CARETAKERS RESIDENCE**

- (a) The establishment of fruit and vegetable sales with outdoor sales and caretaker's residence shall be a special use, to include all of the application and documentation requirements noted under Ordinance Sec. 110-145. Special permit uses, as well as requirements noted under this section (7).
- (b) The location of any proposed use under this section shall be limited to: the existing R-1 zoned parcels along Georgia 40 (Osborne Road) between Herb Bauer Drive (the Library) and the Dark Entry Creek, and the existing R-1 zoned parcels along Georgia Spur 40 (Charlie Smith Sr. Highway) between Georgia 40 and Colerain Road.
- (c) All outdoor sales as part of this special use shall not be located in present or future parking areas, and shall be set back a minimum of 40 feet as measured from the property line to provide for future parking requirements.
- (d) Permanent signage shall be as per the sign ordinance, with the following new condition that no push in type signs, or sandwich type signs, or other 'temporary' signage be located within the above setback or on any pole or on any fence.

- (e) State and/or County Health Department and/or Department of Agriculture approval shall be obtained and prominently displayed on the premises and viewable by the general public.
- (f) Valid and approved City of St. Marys Occupational Tax License.
- (g) Fruit and vegetable sales facility shall be of coastal design and coloration.
- (h) A Caretaker Residence shall be permitted behind or 'above the shop' for only the business owner and his/her immediate family.
  - 1) If the caretaker residence is located 'above the shop', the residence shall have:
    - i. code approved fire separation between the residence and the shop below;
    - ii. be a minimum of 900 sf;
    - iii. have a fully functioning sprinkler system to applicable code;
    - iv. have at least two exits as remote as possible from each other;
    - v. be in compliance with all applicable codes.
  - 2) If the residence is located behind and not physically connected to the shop (business use), the shop portion of the structure shall conform to the approved C-2 commercial portions of the St. Marys building code and zoning ordinance, as applicable; and the Residential portion of the structure shall conform to the approved R-1 Residential portions of the applicable St. Marys building code and zoning ordinance as applicable.

**PLANNING DEPARTMENT RECOMMENDATIONS:** - The Planning Staff recommends approval of the applicant's request for a Text Amendment.

**PLANNING COMMISSION RECOMMENDATIONS:** The Planning Commission is scheduled to meet Tuesday, August 26, 2014 to consider this application.

Action taken:    Approved (X)    Denied ( )    Postponed ( )

**CITY COUNCIL RECOMMENDATION:** The City Council is scheduled to meet on Monday, September 15, 2014 to consider the Planning Commission's recommendation.

Action taken:    Approved ( )    Denied ( )    Postponed ( )

Text Amendment Proposal Review Questions

Text Amendment

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

***The proposed amendment would permit the outdoor sales of fruit & produce and allow them to live on the site as a caretaker's unit. One side of the property is currently zoned C-2 commercial and is presently being used for a commercial use.***

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

***This proposal will not adversely affect their neighbors.***

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

***Amending the present R-1 zoning will allow residents to sell produce at the permitted locations and give them the option to reside at the location as well. The applicant's lot is presently vacant.***

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

***The proposed use will not cause excessive or burdensome on existing streets, etc.***

5. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan.

***The use is consistent with the comprehensive plan.***

6. Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

***The residential property to the south was previously known as "Teeney Weeney Grocery." There was at one time a residential apartment located above the store. However, possibly with the annexation, the property was zoned R-1 (Single-Family Residential). The present R-1 zoning does not allow for commercial use.***

**####**



# CITY OF ST. MARYS, GEORGIA APPLICATION FOR TEXT AMENDMENT

# TX

Planning & Building Department  
418 Osborne Street - (912) 510-4032

**APPLICANT:** After completely reading this form, the applicant should answer each item as completely as possible. Please print or type. The Planning Director will assist you if necessary.

This is a request for a Text Amendment to the Official Zoning Ordinances of the City of St. Marys. Please read Article VII of Zoning Ordinance 110, which applies to your proposal. Article VII will answer most of the questions you may have.

- Applicant (Your Name): Anthony Richard Watson Daytime Phone: 912-510-6904 Email: ARICH7@TOS.NET  
Mailing Address PO BOX 6623 ST MARYS GA Zip: 31558
- Location of Property forming the basis for this text amendment: 655 Charlie Smith Sr Hwy  
Street Spur 40 Tax Map and Parcel Number: 135E 001C
- Is this rezoning due to annexation?  YES  NO
- Total Parcel area (size of parcel in square feet): 1 acre Square Feet
- Present Zoning: R-1 Abutting zones (list all zones that touch the parcel): R-1 C-2 *from weekly* *see future*
- Proposed Zoning: \_\_\_\_\_
- Are any special use(s) or variance(s) or covenant(s) or prior rezoning(s) present on the parcel?  
 YES  NO If 'YES', list type and date: \_\_\_\_\_
- The following data shall be attached as applicable:  
 Petition signed by Property Owner or agent requesting the text amendment.  
 Full text of the proposed amendment in the format of the ordinance it is intended to amend.
- Reasons for the zoning amendment request: Modify text to include the sale of fruit & vegetables
- Do you have legal possession of the parcel (s) proposed for this zoning text amendment?  YES  NO  
(If 'NO' then this application cannot be processed until an application is received for all parcels intended to be affected by the text amendment.)
- Owner's Name (If different from Applicant\*): Anthony Richard Watson  
Address: PO BOX 6623 Zip: 31558 Daytime Phone: 510600  
(\* If applicant is different from Owner, a legal authorization to represent the Owner must be attached to this application.)

I understand that the City of St. Marys will not process this application until I have submitted all required materials on or before the date of the approved schedule, which shall be not less than 32 days prior to the regularly scheduled and advertised monthly Planning Commission Public Hearing. Planning Commission Public Hearings are held on the fourth Tuesday of each month at 5:30 PM in Council Chambers. The recommendation of the Planning Commission is forwarded to City Council for their review at the next regularly scheduled meeting following the Planning Commission meeting.

Signed: Anthony Richard Watson Date: 6-23-14  
(Printed Name: Anthony Richard Watson)

G-23-141

To whom it may concern,

This letter is requesting  
a text amendment to allow  
an outdoor fruit/vegetable market  
on a parcel zoned R-1 at  
655 Charlotte Smith St Hwy.

Thank you

Anthony Richard  
Watson

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**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:

John F. Morrissey, Mayor  
Robert L. Nutter, Councilman, Post 1  
Nancy Stasinis, Councilwoman, Post 2  
Jim Gant, Councilman, Post 3  
Dave Reilly, Councilman, Post 4  
Sam L. Colville, Councilman, Post 5  
Linda P. Williams, Councilwoman, 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 SECTION 110-62 THE FOLLOWING PARAGRAPH (7) TO SECTION "b" TO CREATE A SPECIAL USE CLASSIFICATION FOR FRUIT AND VEGETABLE SALES WITH OUTDOOR SALES AND CARETAKERS RESIDENCE AND FOR OTHER PURPOSES.

Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this \_\_\_\_ day of \_\_\_\_\_, 2014 that section 110-62 of the Code of Ordinances, City of St. Marys, Georgia is hereby amended to ADD the following paragraph (7) to section "b":

(7) FRUIT AND VEGETABLE SALES WITH OUTDOOR SALES and CARETAKERS RESIDENCE

- (a) The establishment of fruit and vegetable sales with outdoor sales and caretakers residence shall be a special use, to include all of the application and documentation requirements noted under Ordinance Sec. 110-145. Special permit uses, as well as requirements noted under this section (7).
- (b) The location of any proposed use under this section shall be limited to: the existing R-1 zoned parcels along Georgia 40 (Osborne Road) between Herb Bauer Drive (the Library) and the Dark Entry Creek, and the existing R-1 zoned parcels along Georgia Spur 40 (Charlie Smith Sr. Highway) between Georgia 40 and Colerain Road.
- (c) All outdoor sales as part of this special use shall not be located in present or future parking areas, and shall be set back a minimum of 40 feet as measured from the property line to provide for future parking requirements.
- (d) Permanent signage shall be as per the sign ordinance, with the following new condition that no push in type signs, or sandwich type signs, or other 'temporary' signage be located within the above setback or on any pole or on any fence.
- (e) State and/or County Health Department and/or Department of Agriculture approval shall be obtained and prominently displayed on the premises and viewable by the general public.
- (f) Valid and approved City of St. Marys Occupational Tax License.
- (g) Fruit and vegetable sales facility shall be of coastal design and coloration.
- (h) A Caretaker Residence shall be permitted behind or 'above the shop' for only the business owner and his/her immediate family.

- 1) If the caretaker residence is located 'above the shop', the residence shall have:
  - i. code approved fire separation between the residence and the shop below;

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- ii. be a minimum of 900 sf;
  - iii. have a fully functioning sprinkler system to applicable code;
  - iv. have at least two exits as remote as possible from each other;
  - v. be in compliance with all applicable codes.
- 2) If the residence is located behind and not physically connected to the shop (business use), the shop portion of the structure shall conform to the approved C-2 commercial portions of the St. Marys building code and zoning ordinance, as applicable; and the Residential portion of the structure shall conform to the approved R-1 Residential portions of the applicable St. Marys building code and zoning ordinance as applicable.

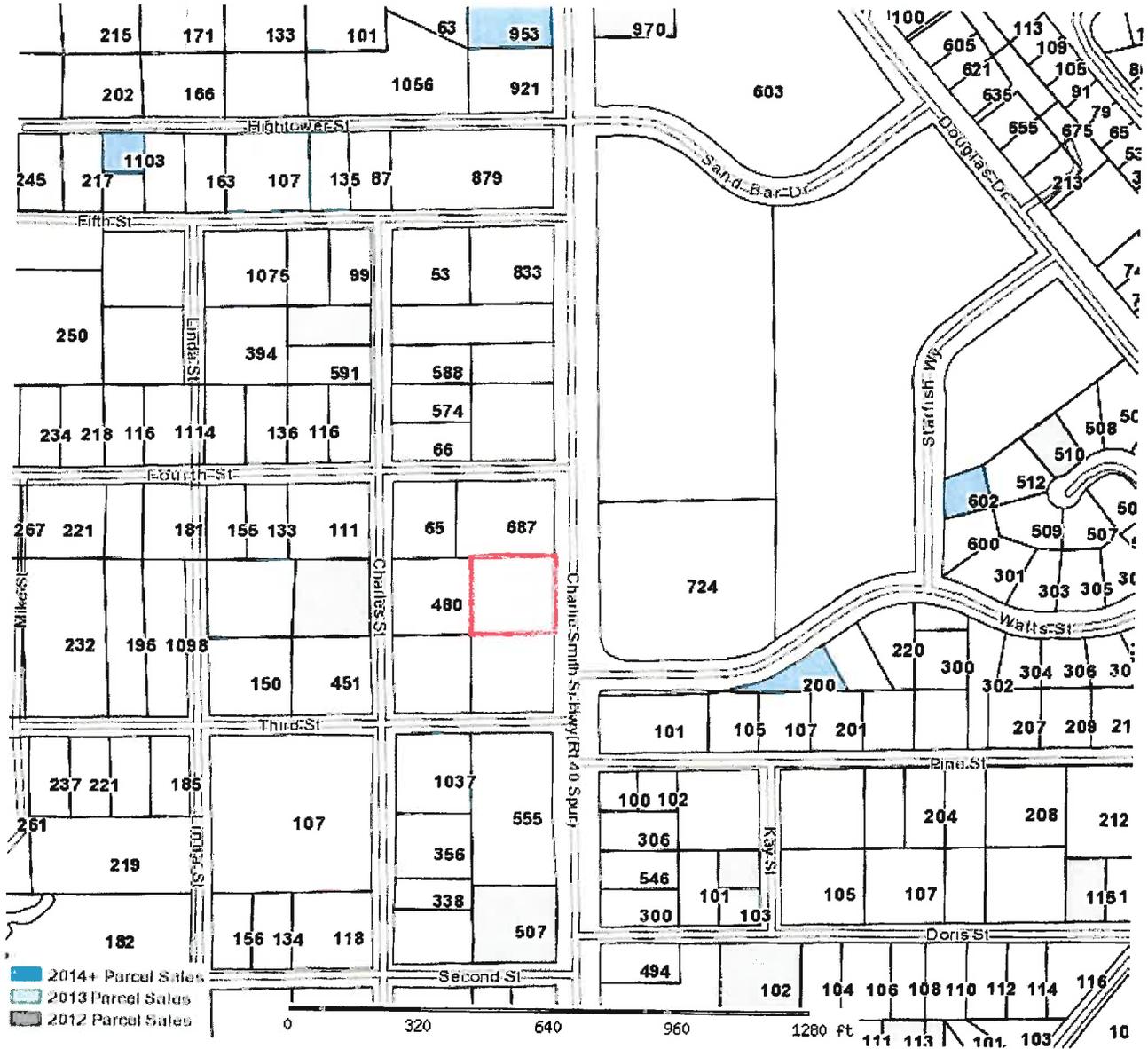
**This Amendment** shall become effective upon passage.

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

\_\_\_\_\_  
JOHN F. MORRISSEY, MAYOR

ATTEST:

\_\_\_\_\_  
DEBORAH WALKER-REED, CITY CLERK



■ 2014+ Parcel Sales  
■ 2013 Parcel Sales  
■ 2012 Parcel Sales

0 320 640 960 1280 ft 111 113 101 103 10

Camden County Assessor

Parcel: 135E 001C Acres: 0.92

Name:	LONGSHOTS/EVEN MONEY LLC	Land Value	\$25,000.00
Site:	0 CHARLIE SMITH HWY	Building Value	\$0.00
Sale:	\$25,000 on 07-2013 Reason=AL Qual=U	Misc Value	\$0.00
Mail:	POST OFFICE BOX 6623	Total Value:	\$25,000.00
	SAINT MARYS, GA 31558		



The Camden County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CAMDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 06/16/14 : 12:02:51

# CITY COUNCIL MEETING

September 15, 2014

**NEW BUSINESS:** Request for a Special Use Permit

**PURPOSE:** Subject to approval of the proposed Text Amendment of Section 110-62 to create a Special Use Classification for fruit and vegetable sales with outdoor sales and caretakers residences for proposed existing R-1 zoned parcels specified within the Text Amendment, Ann King & Richard Watson are requesting approval of a Special Use permit as part of the requirements under the Text Amendment to be allowed to have fruit & vegetable sales with outdoor sales within the R-1 zoning classification.

**RECOMMENDATION:** Planning Staff and City Manager recommends approval of this request.

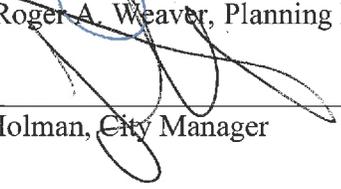
**HISTORY/ANALYSIS:** The Planning Department voted unanimously to approve the Special Use Permit request for City Council approval.

**ATTACHMENTS:** *Special Use Permit Application & Staff Report*

**Department Director:**

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

**City Manager:**

  
\_\_\_\_\_  
John J. Holman, City Manager

## REQUEST FOR A TEXT AMENDMENT & SPECIAL USE PERMIT

**APPLICANT:** Ann King & Richard Watson  
555 Martha Drive  
St. Marys, GA 31558

**LOCATION OF PROPERTY and APPLICANTS REQUEST:** The applicant requests the city approve a:

**TEXT AMENDMENT:** A request has been submitted by Ann King & Richard Watson, 555 Martha Drive, St. Marys, GA 31558 to amend the current St. Marys Zoning Ordinance, Section 110-62, to create a Special Use classification for fruit and vegetable sales with outdoor sales and caretakers residence and for other purposes which would apply to the existing R-1 zoned parcels along Georgia 40 (Osborne Road) between Herb Bauer Drive (the Library) and the Dark Entry Creek, and the existing R-1 parcels along Georgia Spur 40 (Charlie Smith Sr. Highway) between Georgia 40 and Colerain Road.

<b><u>MEETING DATES:</u></b>	Planning Commission August 26, 2014	City Council September 15, 2014
------------------------------	--	------------------------------------

**ANALYSIS of APPLICATION:** Anne King & Richard Watson own Tax Parcel 135E 001C located on Charlie Smith Sr. Highway which is presently zoned R-1. The parcel abuts R-1 (Single-Family Residential) on the south side and west side with C-2 (Commercial Highway) on the north side. There are three options the Planning Department has determined that could be applicable in allowing the property owners the ability to sell fruit & produce outdoors on their property.

1. The property is presently zoned R-1 Single Family Residential. To allow the owner to operate a business the property could be rezoned to C-2 Commercial Highway and apply for a Special Use permit to permit outdoor sales.
2. The applicants would like to eventually be permitted to live on the site. However, our current ordinance does not permit a commercial use in a residential zone nor does allow a residential use in C-2 zoning. Thus the applicant's request of a text amendment to section 110-62 (R-1 Residential zoning) to create a special use classification for fruit and vegetable sales with outdoor sales and to permit a caretakers residence.
3. An additional option for the applicants would be for the applicants to subdivide the property. One parcel would remain R-1 (Single-Family Residential) to allow for the residential use and the newly created parcel could be rezoned C-2 (Commercial Highway) for the commercial use. There is presently C-2 zoning abutting the north side of the property which would allow the property to be rezoned to C-2. This option would require the applicant to apply for a subdivision request and a special use permit for outdoor sales and would require no change to our existing ordinance.

### **REQUESTED ORDINANCE AMENDMENT:**

AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, TO ADD TO SECTION 110-62 THE FOLLOWING PARAGRAPH (7) TO SECTION "b" TO CREATE A SPECIAL USE CLASSIFICATION FOR FRUIT AND VEGETABLE SALES WITH OUTDOOR SALES AND CARETAKERS RESIDENCE AND FOR OTHER PURPOSES.

#### (7) FRUIT AND VEGETABLE SALES WITH OUTDOOR SALES and CARETAKERS RESIDENCE

- (a) The establishment of fruit and vegetable sales with outdoor sales and caretaker's residence shall be a special use, to include all of the application and documentation requirements noted under Ordinance Sec. 110-145. Special permit uses, as well as requirements noted under this section (7).
- (b) The location of any proposed use under this section shall be limited to: the existing R-1 zoned parcels along Georgia 40 (Osborne Road) between Herb Bauer Drive (the Library) and the Dark Entry Creek, and the existing R-1 zoned parcels along Georgia Spur 40 (Charlie Smith Sr. Highway) between Georgia 40 and Colerain Road.
- (c) All outdoor sales as part of this special use shall not be located in present or future parking areas, and shall be set back a minimum of 40 feet as measured from the property line to provide for future parking requirements.
- (d) Permanent signage shall be as per the sign ordinance, with the following new condition that no push in type signs, or sandwich type signs, or other 'temporary' signage be located within the above setback or on any pole or on any fence.

- (e) State and/or County Health Department and/or Department of Agriculture approval shall be obtained and prominently displayed on the premises and viewable by the general public.
- (f) Valid and approved City of St. Marys Occupational Tax License.
- (g) Fruit and vegetable sales facility shall be of coastal design and coloration.
- (h) A Caretaker Residence shall be permitted behind or 'above the shop' for only the business owner and his/her immediate family.
  - 1) If the caretaker residence is located 'above the shop', the residence shall have:
    - i. code approved fire separation between the residence and the shop below;
    - ii. be a minimum of 900 sf;
    - iii. have a fully functioning sprinkler system to applicable code;
    - iv. have at least two exits as remote as possible from each other;
    - v. be in compliance with all applicable codes.
  - 2) If the residence is located behind and not physically connected to the shop (business use), the shop portion of the structure shall conform to the approved C-2 commercial portions of the St. Marys building code and zoning ordinance, as applicable; and the Residential portion of the structure shall conform to the approved R-1 Residential portions of the applicable St. Marys building code and zoning ordinance as applicable.

**PLANNING DEPARTMENT RECOMMENDATIONS:** - The Planning Staff recommends approval of the applicant's request for a Text Amendment.

**PLANNING COMMISSION RECOMMENDATIONS:** The Planning Commission is scheduled to meet Tuesday, August 26, 2014 to consider this application.

Action taken:    Approved (X)    Denied ( )    Postponed ( )

**CITY COUNCIL RECOMMENDATION:** The City Council is scheduled to meet on Monday, September 15, 2014 to consider the Planning Commission's recommendation.

Action taken:    Approved ( )    Denied ( )    Postponed ( )

Text Amendment Proposal Review Questions

Text Amendment

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

***The proposed amendment would permit the outdoor sales of fruit & produce and allow them to live on the site as a caretaker's unit. One side of the property is currently zoned C-2 commercial and is presently being used for a commercial use.***

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

***This proposal will not adversely affect their neighbors.***

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

***Amending the present R-1 zoning will allow residents to sell produce at the permitted locations and give them the option to reside at the location as well. The applicant's lot is presently vacant.***

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

***The proposed use will not cause excessive or burdensome on existing streets, etc.***

5. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan.

***The use is consistent with the comprehensive plan.***

6. Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

***The residential property to the south was previously known as "Teeney Weeney Grocery." There was at one time a residential apartment located above the store. However, possibly with the annexation, the property was zoned R-1 (Single-Family Residential). The present R-1 zoning does not allow for commercial use.***

####



# CITY OF ST. MARYS, GEORGIA

# SP

## SPECIAL USE PERMIT APPLICATION

Planning & Building Department  
418 Osborne Street - (912) 510-4032

THIS APPLICATION MUST BE FILED WITH THE PLANNING DIRECTOR 30 DAYS BEFORE THE PLANNING COMMISSION MEETING AT WHICH IT WILL BE HEARD. THE ST. MARYS PLANNING COMMISSION WILL HOLD AT LEAST ONE PUBLIC HEARING AND MAKE A RECOMMENDATION ABOUT YOUR REQUEST WITHIN 45 DAYS OF THE DATE YOU FILE A COMPLETE APPLICATION. THE CITY COUNCIL WILL THEN ISSURE OR DENY THE PERMIT. YOU ARE ENCOURAGED TO READ SECTION 110-145 OF THE ZONING ORDINANCE REGARDING SPECIAL USE PERMITS.

### TO BE COMPLETED BY THE APPLICANT

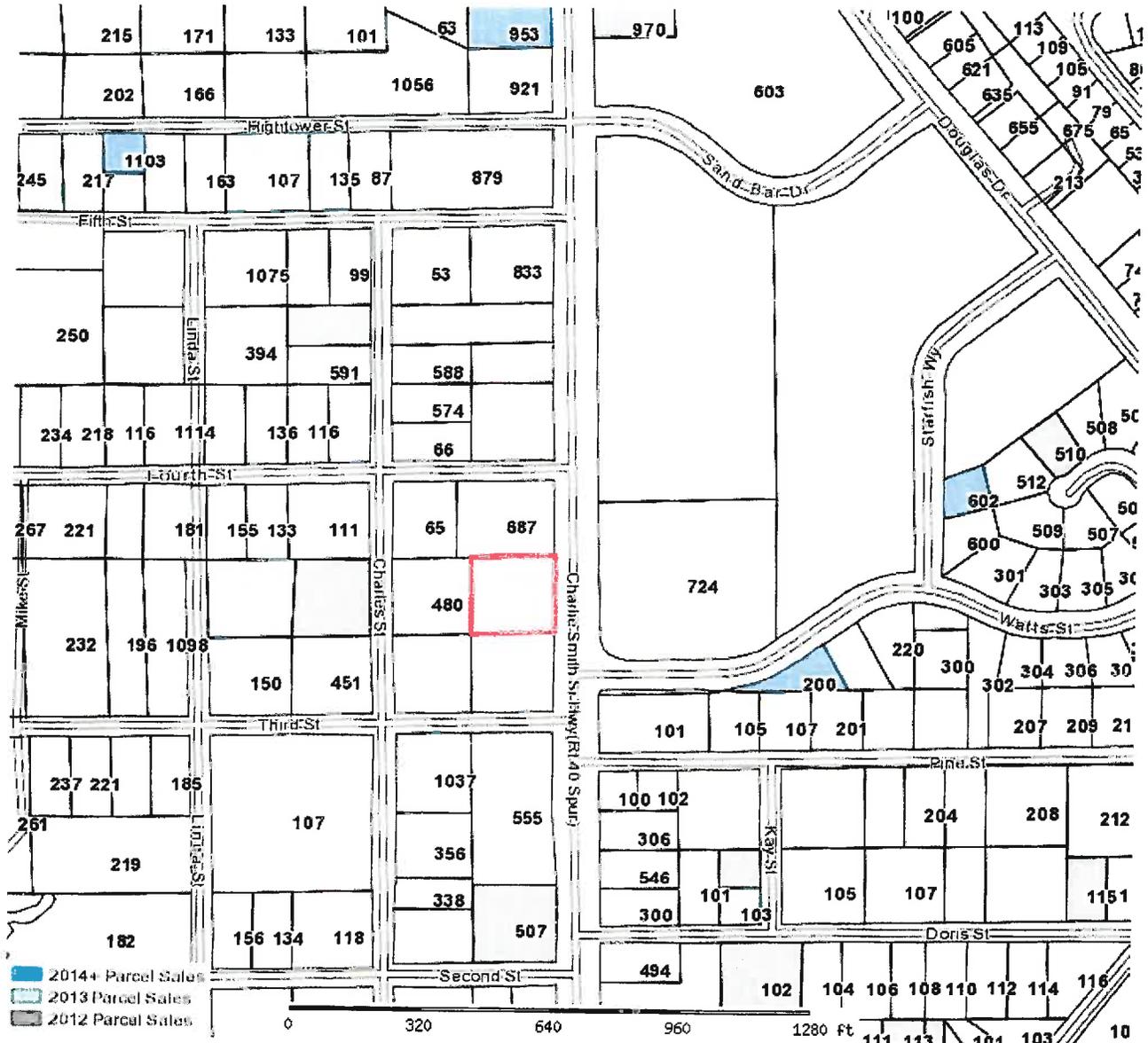
- YOUR NAME Ann King / Richard Watson PHONE NUMBER \_\_\_\_\_  
ADDRESS 555 Martha Drive
- THE PLANNING DIRECTOR INFORMED ME THAT A SPECIAL USE PERMIT IS REQUIRED AT THE TIME I APPLIED FOR: CHECK ONE  BUILDING PERMIT  A ZONING AMENDMENT (REZONING)
- STREET ADDRESS 655 Charlie Smith Sr. Hwy  
PARCEL NO. 135E Lot No. 001C ZONING MAP NO. \_\_\_\_\_
- PRESENT ZONING R-1
- OWNER OF PROPERTY, IF NOT YOU: NAME Same  
ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_
- PROPOSED USE OF PROPERTY Outdoor Sales
- PLEASE ATTACH A SIMPLE MAP SHOWS THE NAMES OF ALL ADJACENT PROPERTY OWNERS AND THE TYPES OF EXISTING LAND USES WITHIN 300 FEET OF YOUR PROPERTY.

[Signature]  
SIGNATURE

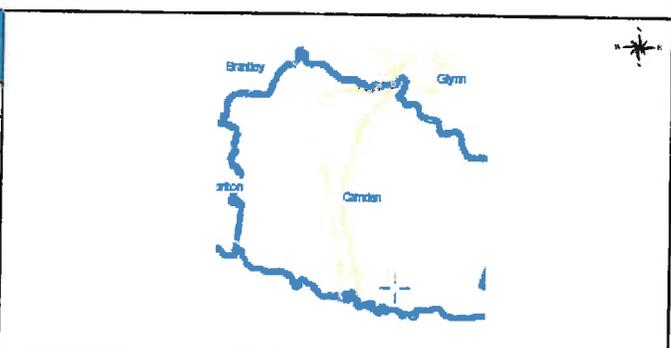
6/23/14  
DATE

### TO BE COMPLETED BY THE PLANNING DIRECTOR

- HAS THE CORRECT FEE BEEN PAID?  YES  NO AMOUNT \$ 625.00
- DATE COMPLETE APPLICATION WAS FILED: 6/23/14
- LIST ATTACHMENTS:  
 SIMPLE MAP WITH ADJACENT PROPERTY OWNERS' NAMES AND EXISTING USES  
 SITE PLAN
- PUBLIC HEARING  
DATE APPLICANT WAS NOTIFIED: 8/14/14  
DATE HEARING WAS ADVERTISED: 8/14/14 & 8/14/14  
DATE HEARING WAS HELD: 8/20/14
- PLANNING COMMISSION RECOMMENDED:  APPROVAL  DENIAL  
CONDITIONS OF APPROVAL OR REASONS FOR DENIAL: \_\_\_\_\_
- CITY COUNCIL:  APPROVAL  DENIAL  
CONDITIONS OF APPROVAL OR REASONS FOR DENIAL: \_\_\_\_\_
- DATE APPLICANT WAS NOTIFIED OF FINAL ACTION: \_\_\_\_\_



Camden County Assessor			
Parcel: 135E 001C Acres: 0.92			
Name:	LONGSHOTS/EVEN MONEY LLC	Land Value:	\$25,000.00
Site:	C CHARLIE SMITH HWY	Building Value:	\$0.00
Sale:	\$25,000 on 07-2013 Reason=AL Qual=U	Misc Value:	\$0.00
Mail:	POST OFFICE BOX 6623	Total Value:	\$25,000.00
	SAINT MARYS, GA 31558		



The Camden County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CAMDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 06/16/14 : 12:02:51

**CITY COUNCIL MEETING**

**September 15, 2014**

**NEW BUSINESS: CONSIDER THE NAMING OF A CURRENTLY UNNAMED CITY POND**

**PURPOSE:** To approve the naming of a currently unnamed pond that is commonly referred to as Notters Pond and the placing of an appropriate sign.

**RECOMMENDATION:** There is no item in our City ordinances that can permit the naming of this pond. The City Manager and Planning Department have no recommendation other than it is within the City Council's ability to approve this naming.

**HISTORY/ANALYSIS:** Although there are no ordinance items relating to the naming of any structure, land form, or ponds, previous City Councils have accomplished this task upon direct request from an applicant(s). The Davis Building (part of City Hall), the Ward Hernandez Building (currently the location of Tourism), Major Moore Creek, the Tilden Norris Marsh Walk and Pavilion, the Howard Gilman Memorial Park, and other City property have all been named in the past without reference to any guidelines.

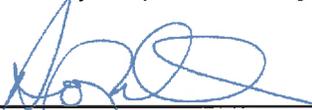
As you can see, this request will not set any precedent, but rather highlight the need for guidelines for the naming of any City Property.

Mr. Charles Notter, in conjunction with PSA, has shepherded the development of this pond and park since 2004. He has arranged for, and in some instances, paid for clearing the area, planting trees, installing an aerator (spray fountain), picnic tables and benches, and other items. Mr. Notter was a major contributor and participant in the recently successful Cops and Bobbers fishing event sponsored by the SMPD.

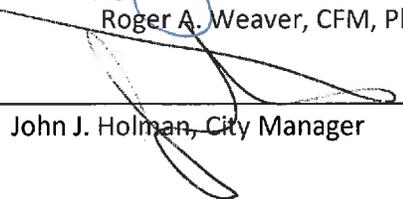
In summary, City Council has the authority to name – or not name – this pond “Notters Pond”.

**ATTACHMENTS:** *Aerial view of the pond showing its location*

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

  
Roger A. Weaver, CFM, Planning Director

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

  
John J. Holman, City Manager



**LOCATION OF UNNAMED POND THAT IS REQUESTED TO BE NAMED 'NOTTERS' POND'**

**CITY COUNCIL MEETING**

**September 15, 2014**

**NEW BUSINESS:** APPROVE REVISIONS TO THE SIGN and HPC ORDINANCES TO COORDINATE WITH STATE LAW

**PURPOSE:** To approve ordinance revisions to the Sign ordinance and the HPC ordinance to comply with State law regarding the advertisement of Distilled spirits and wine.

**RECOMMENDATION:** The Planning Department recommends approval.

**HISTORY/ANALYSIS:** Our present sign and HPC ordinances contain language regarding advertisement of distilled spirits and wine that differ from current state law. The proposed ordinance revision will bring these sections in line with O.C.G.A. § 3-4-26 (2014) for distilled spirits and/or O.C.G.A. § 3-6-25.1 (2014) for wine.

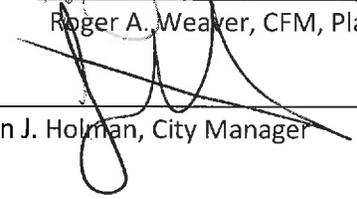
I have attached the current state laws.

**ATTACHMENTS:** *Proposed ordinance revision, and applicable OCGA sections.*

**Department Director:**

  
\_\_\_\_\_  
Roger A. Weaver, CFM, Planning Director

**City Manager:**

  
\_\_\_\_\_  
John J. Holman, City Manager

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

At the regular meeting of the St. Marys City Council, held in  
City Hall, St. Marys, Georgia on \_\_\_\_\_, \_\_, 2014:

Present:

John F. Morrissey, Mayor  
Robert L. Nutter, Councilman, Post 1  
Nancy Stasinis, Councilwoman, Post 2  
Jim Gant, Councilman, Post 3  
David Reilly, Councilman, Post 4  
Sam Colville, Councilman, Post 5  
Linda P. Williams, Councilwoman, Post 6

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

- A. AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, SECTION 141 of CHAPTER 46, SIGNS.

**DELETE PARAGRAPH 4, SUB-PARAGRAPH I. IN ITS ENTIRETY and SUBSTITUTE A NEW PARAGRAPH 4, SUB-PARAGRAPH I. TO CLARIFY SIGNAGE REQUIREMENTS FOR ADVERTISING THE SALE OF WINE AND SPIRITS AND FOR OTHER PURPOSES AS SET FORTH THEREIN.**

**SECTION 46-141, paragraph (4), sub-paragraph I.**

- I. Establishments licensed under Article I chapter 10 of this Code shall comply with the requirements for signage contained in O.C.G.A. § 3-4-26 (2014) for distilled spirits and/or O.C.G.A. § 3-6-25.1 (2014) for wine.

- B. AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, SECTION 146, paragraph (19) of CHAPTER 46, SIGNS.

**DELETE PARAGRAPH (19) IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING NEW PARAGRAPH (19):**

(19) RESERVED.

- C. AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST. MARYS, GEORGIA, SECTION (6) 'B' - of CHAPTER 62, HISTORICAL PRESERVATION.

**DELETE PARAGRAPH 'B' of SECTION 6 of CHAPTER 62 IN ITS ENTIRETY AND SUBSTITUTE A NEW PARAGRAPH 'B' TO CLARIFY SIGNAGE REQUIREMENTS FOR ADVERTISING THE SALE OF WINE AND SPIRITS AND FOR OTHER PURPOSES AS SET FORTH THEREIN.**

- B. Signage related to alcohol or alcohol containing products shall be in compliance with applicable laws as contained in O.C.G.A. § 3-4-26 (2014) for distilled spirits and/or O.C.G.A. § 3-6-25.1 (2014) for wine and as per Ordinance 10 – Alcoholic Beverages.

**These Amendments shall become effective upon passage.**

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

\_\_\_\_\_  
John F. Morrissey, Mayor

Attest: \_\_\_\_\_  
Deborah Walker-Reed, City Clerk

O.C.G.A. § 3-6-25.1

GEORGIA CODE  
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\*\*\* Current Through the 2014 Regular Session \*\*\*

TITLE 3. ALCOHOLIC BEVERAGES  
CHAPTER 6. WINE  
ARTICLE 2. STATE LICENSE REQUIREMENTS AND REGULATIONS FOR DISTRIBUTION AND  
SALE

O.C.G.A. § 3-6-25.1 (2014)

§ 3-6-25.1. Display of advertisement or information regarding prices of wine in visible places;  
sales below cost prohibited; exceptions authorized

(a) No person holding a retail dealer's license to deal in wine by the package shall display any advertisement of or information regarding the price or prices of any wine in any show window or other place visible from outside the licensee's place of business.

(b) No person licensed to sell wine by the package for carry-out purposes shall sell such beverages at a price less than the cost which such licensee pays for such wine. As used in this subsection, cost shall include the wholesale price plus the local excise tax imposed, as reflected in invoices which the commissioner of revenue may require to be maintained on said licensee's place of business.

(c) The commissioner of revenue shall be authorized to adopt such regulations as he or she deems necessary to provide for exception to the prohibition provided in subsection (b) of this Code section for reasons relating to liquidation of inventory, close-out of brands, outdated products, or any other reason the commissioner may determine to merit an exception.

**HISTORY:** Code 1981, § 3-6-25.1, enacted by Ga. L. 1996, p. 785, § 2.



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O.C.G.A. § 3-4-26

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\*\*\* Current Through the 2014 Regular Session \*\*\*

TITLE 3. ALCOHOLIC BEVERAGES  
CHAPTER 4. DISTILLED SPIRITS  
ARTICLE 2. STATE LICENSE REQUIREMENTS AND REGULATIONS FOR MANUFACTURE,  
DISTRIBUTION, AND PACKAGE SALES

O.C.G.A. § 3-4-26 (2014)

§ 3-4-26. Display of advertisement or information regarding prices of distilled spirits in visible places; sales below cost prohibited; exceptions authorized.

(a) No person holding a retail dealer's license to deal in distilled spirits by the package shall display any advertisement of or information regarding the price or prices of any distilled spirits in any show window or other place visible from outside the licensee's place of business.

(b) No person licensed to sell distilled spirits by the package for carry-out purposes shall sell such beverages at a price less than the cost which such licensee pays for such distilled spirits. As used in this subsection, cost shall include the wholesale price plus the local excise tax imposed, as reflected in invoices which the commissioner of revenue may require to be maintained on said licensee's place of business.

(c) The commissioner of revenue shall be authorized to adopt such regulations as he or she deems necessary to provide for exception to the prohibition provided in subsection (b) of this Code section for reasons relating to liquidation of inventory, close-out of brands, outdated products, or any other reason the commissioner may determine to merit an exception.

**HISTORY:** Ga. L. 1937-38, Ex. Sess., p. 103, § 9A; Code 1933, § 5A-2507, enacted by Ga. L. 1980, p. 1573, § 1; Ga. L. 1981, p. 1269, § 34; Ga. L. 1996, p. 785, § 1.



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**CITY COUNCIL MEETING**  
**September 15, 2014**

**TITLE:** 2014 MILLAGE RATE

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

**RECOMMENDATION:** Adopt millage rollback rate at 5.351

**HISTORY/ANALYSIS:**

The computation of the Millage Rate Rollback (PT32.1) has been prepared for the 2014 taxes. The City realized a digest decrease in the inflationary growth of \$15,046,422 at the 100% property value.

The real and personal property tax revenue budgeted in FY 2015 is \$2,490,000. This is a decrease of \$107,400 from the FY2014 budget. With the 2014 millage set at 5.351, a decrease of \$65,185 would be realized in revenue from FY 2014 to FY 2015.

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



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



**AN ORDINANCE TO PROVIDE FOR THE ASSESSMENT  
AND MILLAGE RATE FOR ALL PROPERTY LOCATED  
WITHIN THE CORPORATE LIMITS OF THE CITY OF  
ST. MARYS, GEORGIA ON JANUARY 1, 2014 FOR THE  
2014 TAX YEAR FOR OTHER PURPOSES**

Be it and it is hereby ordained by the Mayor and Council of the City of St. Marys, Georgia, following duly advertised Public Notices required by O.C.G.A Section 48-5-32.1, that the millage for ad valorem property taxes is hereby assessed and levied at 5.351 mills upon all taxable property lying and being within the municipal limits of the City of St. Marys as of January 1, 2014.

**ADOPTED** in legal assembly this 15<sup>th</sup> day of September, 2014.

CITY OF ST. MARYS, GEORGIA

By: \_\_\_\_\_  
John F. Morrissey, Its Mayor

Attest: \_\_\_\_\_  
Deborah Walker-Reed, Its City Clerk

The City of St Marys has tentatively adopted a millage rate of 5.351 which is below the rollback rate.

A Public Hearing is scheduled for September 15th at 5:45 pm to be held in the Council Chambers at City Hall, 418 Osborne Street, St Marys, Georgia. Citizens may express any questions or concerns regarding the millage rate at this time. The millage rate will be passed at the regularly scheduled meeting on September 15, 2014 at 6:00pm in the Council Chambers.

Pursuant to the requirements of O.C.G.A. 48-5-32, the City of St. Marys does hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Real and Personal	686,731,424	633,531,532	608,273,055	554,314,317	504,286,654	496,366,175
Motor Vehicles	35,770,460	32,640,690	32,560,440	33,340,400	35,668,380	31,256,660
Mobile Homes	1,351,146	1,351,146	1,127,433	1,157,065	1,126,965	1,085,535
Timber - 100%	-	-	-	-	-	62,406
Heavy Duty Equipment	-	-	-	-	-	-
Gross Digest	<u>723,853,030</u>	<u>667,523,368</u>	<u>641,960,928</u>	<u>588,811,782</u>	<u>541,081,999</u>	<u>528,770,776</u>
Less M&O Exemptions	<u>(13,050,402)</u>	<u>(13,513,338)</u>	<u>(14,262,182)</u>	<u>(14,787,182)</u>	<u>(14,360,692)</u>	<u>(14,231,319)</u>
Net M&O Digest	<u><u>710,802,628</u></u>	<u><u>654,010,030</u></u>	<u><u>627,698,746</u></u>	<u><u>574,024,600</u></u>	<u><u>526,721,307</u></u>	<u><u>514,539,457</u></u>
Gross M&O Millage	8.371	8.352	8.341	8.631	9.071	9.021
Less Rollbacks	3.020	3.001	2.990	3.280	3.720	3.670
<b>Net M&amp;O Millage</b>	<b>5.351</b>	<b>5.351</b>	<b>5.351</b>	<b>5.351</b>	<b>5.351</b>	<b>5.351</b>
Net Taxes Levied	3,803,505	3,499,608	3,358,816	3,071,606	2,818,486	2,753,301
Net Taxes (\$) Increase	(58,744)	(303,897)	(140,792)	(287,210)	(253,120)	(65,185)
Net Taxes (%) Increase		-7.99%	-4.02%	-8.55%	-8.24%	-2.31%

**PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2014**

COUNTY **CAMEDN** TAXING JURISDICTION **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	2013 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2014 DIGEST
REAL	478,359,219	-6,018,570	-3,097,706	469,242,943
PERSONAL	25,927,435		1,195,797	27,123,232
MOTOR VEHICLES	35,668,380		-4,411,720	31,256,660
MOBILE HOMES	1,126,965		-41,430	1,085,535
TIMBER -100%			62,406	62,406
HEAVY DUTY EQUIP			0	
<b>GROSS DIGEST</b>	<b>541,081,999</b>	<b>-6,018,570</b>	<b>-6,292,653</b>	<b>528,770,776</b>
EXEMPTIONS	14,360,692	0	-129,373	14,231,319
<b>NET DIGEST</b>	<b>526,721,307</b>	<b>-6,018,570</b>	<b>-6,163,280</b>	<b>514,539,457</b>
FLPA Reimbursement Value			0	
<b>Adjusted NET DIGEST</b>	<b>526,721,307</b>	<b>-6,018,570</b>	<b>-6,163,280</b>	<b>514,539,457</b>
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>
<b>2013 MILLAGE RATE &gt;&gt;&gt;</b>	<b>5.351</b>	<b>2014 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
2013 Net Digest	PYD	526,721,307	
Net Value Added-Reassessment of Existing Real Property	RVA	-6,018,570	
Other Net Changes to Taxable Digest	NAG	-6,163,280	
<b>2014 Net Digest</b>	<b>CYD</b>	<b>514,539,457</b>	<b>(PYD+RVA+NAG)</b>
2013 Millage Rate	PYM	5.351	
Millage Equivalent of Reassessed Value Added	ME	-0.063	<b>(RVA/CYD) * PYM</b>
Rollback Millage Rate for 2014	RR	5.414	<b>PYM - ME</b>

**COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2014 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>	5.414
	<b>2014 Millage Rate</b>	5.351
	<b>Percentage Increase</b>	-1.16%

**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 2014 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2014 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 2014 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 2014 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

**CITY COUNCIL MEETING**  
**September 15, 2014**

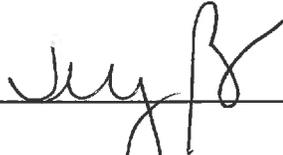
**TITLE: Budget Ordinance to record Insurance Funds**

**PURPOSE: Record funds received from insurance company for Police Car repairs**

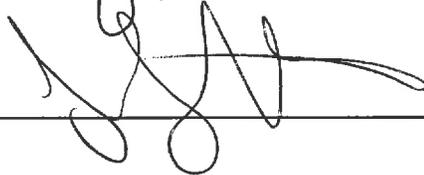
**RECOMMENDATION: Approval**

**HISTORY/ANALYSIS:** A City of St. Marys Police car was involved in an accident on July 14, 2014. Payment, less the \$5,000 deductible, has been received from the insurance company for the police vehicle involved in the accident. It is necessary to change the FY15 Budget to reflect receipt of these funds and allocate them to the appropriate expense line item.

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



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



AN ORDINANCE TO AMEND THE FISCAL YEAR 2015  
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

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

That it is necessary to amend the FY15 Budget to reflect funds received for the St. Marys' Police car involved in an accident July 14, 2014. It is necessary to increase revenue and expense line items to reflect this reimbursement.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
100-53210-54.2500 Police Dept - Equipment	\$ 0	+\$ 6,000	\$ 6,000
100-38.9010 Gen Fund- Miscellaneous Income	\$ 25,000	+\$ 6,000	\$ 31,000

ADOPTED in legal assembly this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF ST. MARYS, GEORGIA

By: \_\_\_\_\_  
John F. Morrissey, Its Mayor

Attest: \_\_\_\_\_  
Deborah Walker-Reed, Its City Clerk

**CITY COUNCIL MEETING**  
**September 15, 2014**

**TITLE:** AMEND CITY ORDINANCE SEC 98-2: APPLICATION FOR WATER AND SEWER SERVICE

**PURPOSE:** To Amend City Ordinance Sec 98-2 in order for accounts referred to the collection agency to absorb all costs associated with the collection

**RECOMMENDATION:** Approval

**HISTORY/ANALYSIS:** At the City Council meeting held August 4, 2014, Council approved the authorization for contract approval with Penn Credit through the Georgia Municipal Association Revenue Recover Program.

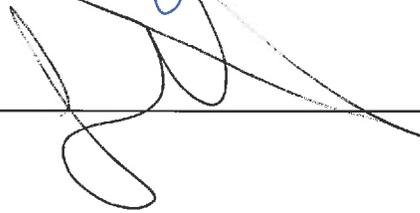
In order for the accounts that are referred to the collection agency to absorb all the costs associated with the collection of the past due balances; it is necessary that an additional paragraph be added to City Ordinance Section 98-2; Application for Water and Sewer Service. The proposed paragraph will read as follows:

**(g) Customers that have a past due balance after disconnection are subject to being referred to collection agencies and are required to pay for postage, second notices, collection fees, court processing fees, and attorney fees.**

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



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



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

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

12 Present:

13 John F. Morrissey, Mayor  
14 Robert L. Nutter, Councilman, Post 1  
15 Nancy Stasinis, Councilwoman, Post 2  
16 Jim Gant, Councilman, Post 3  
17 Dave Reilly, Councilman, Post 4  
18 Sam L. Colville, Councilman, Post 5  
19 Linda P. Williams, Councilman, Post 6

20 AN AMENDMENT TO THE CODE OF ORDINANCES, CITY OF ST.  
21 MARYS, GEORGIA, CHAPTER 98, UTILITIES, TO PROVIDE THAT  
22 CUSTOMERS WITH PAST DUE BALANCES AFTER DISCONNECTION  
23 WHO ARE REFERRED FOR COLLECTION TO A COLLECTION  
24 AGENCY OR AN ATTORNEY ARE SUBJECT TO CERTAIN  
25 ADDITIONAL COSTS AND FEES.

26 Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this  
27 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ that sections 98-2 (g) of the Code of Ordinances, City of  
28 St. Marys, Georgia is hereby added to read as follows:

29  
30 **Sec. 98-2. Application for water and sewer service.**

31 **(g)**

32 Customers whose account has a past due balance after disconnection who are referred  
33 to a collection agency or an attorney for collection shall be required to pay for postage,  
34 costs of additional notices, collection fees, court fees, and attorney fees which City is  
35 charged for any collection activity after such disconnection.

36  
37 **This Amendment** shall become effective upon passage.  
38  
39

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

42 By: \_\_\_\_\_  
43 JOHN F. MORRISSEY, MAYOR  
44

45  
46  
47 Attest: \_\_\_\_\_  
48 DEBORAH WALKER-REED,  
49 CITY CLERK  
50 CITY OF ST. MARYS, GEORGIA

1 Approved as to Form:

2

3

4

5 \_\_\_\_\_  
6 CITY ATTORNEY

1 **EXPLANATION OF CHANGES**

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

3  
4 Sec. 98-2. Application for water and sewer service.

5 (g)

6 Customers whose account has a past due balance after disconnection who are referred  
7 to a collection agency or an attorney for collection shall be required to pay for postage,  
8 costs of additional notices, collection fees, court fees, and attorney fees which City is  
9 charged for any collection activity after such disconnection.

10

The following is an overview of the City's revenue and expenditures for the month ending July 31, 2014, which is the first month of fiscal year FY2015. All reports are on a cash basis.

### **General Fund:**

Total revenue for the General Fund was \$350,481 plus \$47,570 of allocated budgeted fund equity for a total of \$398,051. Total year to date expenditures as of 7/31/14 was \$766,286 for a shortfall of **(\$368,235)**. Available cash balance was \$4,243,292.

### **Tourism**

Total revenue for Tourism fund was \$11,244. Total year to date expenditures as of 7/31/14 was \$17,300 for a shortfall of **(\$6,056)**.

### **SPLOST**

Total revenues received for SPLOST was \$196,414 plus interest of \$15 for total revenues of \$196,428 as of 7/31/14. Total year to date expenditures was \$929 for a revenue over expenditures balance of \$195,499. This is a reimbursement fund which will net to zero at the end of the fiscal year.

### **Water/Sewer Fund**

Total revenue for the Water/Sewer fund was \$557,889 which includes \$95 of allocated budgeted fund equity. Total year to date expenses as of 7/31/14 was \$651,441 for a shortfall of **(\$93,552)**. Available cash balance was \$4,927,959.

### **Solid Waste Fund**

Total revenue for the Solid Waste fund was \$87,936. Total year to date expenditures as of 7/31/14 was \$9,907 for a revenue over expenditures balance of \$78,028. Available cash balance was \$444,502.

### **Aquatic**

Total revenue for the Aquatic Center was \$92,012. Total year to date expenditures as of 7/31/14 was \$47,048 for a revenue over expenditures balance of \$44,964.

**CITY OF ST. MARYS  
REVENUE & EXPENSE REPORT (UNAUDITED)**

**Jul-14**

<b>FINANCIAL SUMMARY</b>					MONTHS COMPLETED	1
					% YEAR COMPLETED	8.33%
<b>100-GENERAL FUND REVENUES</b>	<b>CURRENT BUDGET</b>	<b>CURRENT PERIOD</b>	<b>JULY 2014</b>	<b>JULY 2013</b>	<b>% YTD BUDGET</b>	
100.31.1100 REAL PROP CURRENT YEAR	\$ 2,490,000	\$ -	\$ -	\$ -	0%	
100.31.1190 OVERPAYMENTS/ADJUST TAXES	\$ -	\$ 563	\$ 563	\$ 100	#DIV/0!	
100.31.1208 2008 PROPERTY TAX	\$ -	\$ 184	\$ 184	\$ 2,470	#DIV/0!	
100.31.1209 2009 PROPERTY TAX	\$ 5,000	\$ 1,155	\$ 1,155	\$ 2,894	23%	
100.31.1210 2010 PROPERTY TAX	\$ 10,000	\$ 3,962	\$ 3,962	\$ 3,883	40%	
100.31.1211 2011 PROPERTY TAX	\$ 10,000	\$ 5,225	\$ 5,225	\$ 3,197	52%	
100.31.1212 2012 PROPERTY TAX	\$ 10,000	\$ 4,246	\$ 4,246	\$ 14,977	42%	
100.31.1213 2013 PROPERTY TAX	\$ 55,000	\$ 8,913	\$ 8,913	\$ -	16%	
100.31.1310 MOTOR VEHICLE	\$ 375,000	\$ 45,953	\$ 45,953	\$ 50,312	12%	
100.31.1320 MOBILE HOME	\$ 6,675	\$ -	\$ -	\$ 54	0%	
100.31.1391 RAILROAD TAX	\$ 2,475	\$ 2,501	\$ 2,501	\$ 2,472	101%	
100.31.1600 REAL ESTATE TRANSFER TAX	\$ 9,000	\$ 1,647	\$ 1,647	\$ 1,143	18%	
100.31.1610 RECORDING INTANGIBLE TAX	\$ 50,250	\$ 4,306	\$ 4,306	\$ 4,518	9%	
100.31.1710 GA POWER FRANCHISE TAX	\$ 655,000	\$ -	\$ -	\$ -	0%	
100.31.1711 OKEF ELEC FRANCHISE TAX	\$ 49,000	\$ -	\$ -	\$ -	0%	
100.31.1730 GAS FRANCHISE TAX	\$ 19,000	\$ -	\$ -	\$ 4,929	0%	
100.31.1750 CABLE TV FRANCHISE TAX	\$ 112,000	\$ -	\$ -	\$ -	0%	
100.31.1760 TELEPHONE FRANCHISE TAX	\$ 60,000	\$ 7	\$ 7	\$ 8	0%	
100.31.3100 LOCAL OPT SALES AND USE	\$ 1,925,000	\$ 161,818	\$ 161,818	\$ 158,272	8%	
100.31.4200 ALCOHOLIC BEVERAGE EXCISE	\$ 215,000	\$ 21,698	\$ 21,698	\$ 19,400	10%	
100.31.6200 INSURANCE PREMIUMS (1%)	\$ 884,000	\$ -	\$ -	\$ -	0%	
100.31.6300 FINANCIAL INSTITUTIONS	\$ 37,250	\$ -	\$ -	\$ -	0%	
100.31.9100 PENALTY AND INTEREST	\$ 90,000	\$ 9,548	\$ 9,548	\$ 8,627	11%	
100.32.1100 BEER/WINE LIC	\$ 90,000	\$ 150	\$ 150	\$ -	0%	
100.32.1200 GENERAL BUSINESS LIC	\$ 125,000	\$ 1,031	\$ 1,031	\$ 1,736	1%	
100.32.1220 BUSINESS LIC INSURANCE	\$ 22,000	\$ 150	\$ 150	\$ -	1%	
100.32.2100 BUILDING PERMITS	\$ 100,000	\$ 13,151	\$ 13,151	\$ 8,360	13%	
100.32.2210 ZONING FEES	\$ 4,500	\$ 610	\$ 610	\$ 1,288	14%	
100.32.2211 LAND-DISTURBING PERMITS	\$ 500	\$ -	\$ -	\$ -	0%	
100.32.2230 SIGN PERMITS	\$ 2,000	\$ 100	\$ 100	\$ 100	5%	
100.32.3910 PLAN REVIEW FEES	\$ 25,000	\$ 2,900	\$ 2,900	\$ 2,440	12%	
100.34..... COPIES SOLD - ADMIN	\$ 19,400	\$ 1,321	\$ 1,321	\$ 5,005	7%	
100.34.1910 QUALIFYING FEES	\$ 2,700	\$ -	\$ -	\$ -	0%	
100.34.2200 SPECIAL FIRE HAZMAT SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
100.34.4212 NSF FEES	\$ 120	\$ -	\$ -	\$ -	0%	
100.34.....REVENUES-ORANGE HALL	\$ 8,050	\$ 986	\$ 986	\$ -	12%	
100.34.7500 PROGRAM INCOME - SENIORS	\$ 6,200	\$ 592	\$ 592	\$ 550	10%	
100.34.9100 CEMETERY FEES	\$ 40,000	\$ 1,195	\$ 1,195	\$ 4,528	3%	
100.34.9900 ADMIN. FEES - TOURISM	\$ 3,600	\$ 300	\$ 300	\$ 300	8%	
100.34.9910 ADMIN. FEES - SPLOST	\$ 6,000	\$ -	\$ -	\$ -	0%	
100.35..... COURT FINES/FEES	\$ 315,000	\$ 22,259	\$ 22,259	\$ 19,481	7%	
100.35.1300 LIBRARY FINES/COLLECTIONS	\$ 5,200	\$ 373	\$ 373	\$ 439	7%	
100.36.1000 INTEREST EARNED	\$ 5,500	\$ 671	\$ 671	\$ 616	12%	

**CITY OF ST. MARYS  
REVENUE & EXPENSE REPORT (UNAUDITED)**

**Jul-14**

<b>FINANCIAL SUMMARY</b>					<b>MONTHS COMPLETED</b>	<b>1</b>
					<b>% YEAR COMPLETED</b>	<b>8.33%</b>
<b>100-GENERAL FUND REVENUES</b>	<b>CURRENT BUDGET</b>	<b>CURRENT PERIOD</b>	<b>JULY 2014</b>	<b>JULY 2013</b>	<b>% YTD BUDGET</b>	
100.37.2000 ORANGE HALL DONATION	\$ 100	\$ 15	\$ 15	\$ -	15%	
100.38.0001 FUND EQUITY	\$ 570,835	\$ 47,570	\$ 47,570	\$ -	8%	
100.38.1000 RENTAL INCOME	\$ 330,000	\$ 27,665	\$ 27,665	\$ 26,943	8%	
100.38.1010 SPECIAL EVENTS RENTAL	\$ 5,000	\$ 100	\$ 100	\$ 125	2%	
100.38.9010 MISCELLANEOUS INCOME	\$ 25,000	\$ 2,775	\$ 2,775	\$ 22,370	11%	
100.38.9020 SHARED SVC SOL/W & SPLOST	\$ 25,000	\$ -	\$ -	\$ -	0%	
100.38.9028 SHARED SERVICES -BOARD OF ED	\$ 44,500	\$ -	\$ -	\$ -	0%	
100.38.9031 SHARED SVCS - DOT	\$ 16,900	\$ 2,413	\$ 2,413	\$ -	14%	
100.38.9032 SHARED SERVICES - HOSP AUTH.	\$ 25,000	\$ -	\$ -	\$ -	0%	
100.39.1200 OP T/F IN MULT GRANT FUND	\$ 10,000	\$ -	\$ -	\$ -	0%	
100.39.1200 OP T/F IN SPLOST	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
100.39.2200 SALE CITY PROPERTY	\$ 3,000	\$ -	\$ -	\$ -	0%	
100.39.3010 LOAN PROCEEDS	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
<b>TOTAL REVENUE</b>	<b>\$ 8,905,755</b>	<b>\$ 398,051</b>	<b>\$ 398,051</b>	<b>\$ 371,437</b>	<b>4%</b>	

**CITY OF ST. MARYS  
REVENUE & EXPENSE REPORT (UNAUDITED)**

Jul-14

FINANCIAL SUMMARY		MONTHS COMPLETED				1
		% YEAR COMPLETED				8.33%
100-GENERAL FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JULY 2014	JULY 2013	% YTD BUDGET	
TOTAL LEGISLATIVE	\$ 305,723	\$ 16,108	\$ 16,108	\$ 20,783	5%	
TOTAL EXECUTIVE	\$ 311,263	\$ 24,585	\$ 24,585	\$ 18,833	8%	
TOTAL FINANCIAL ADMINISTRATION	\$ 843,857	\$ 112,560	\$ 112,560	\$ 110,080	13%	
TOTAL IT	\$ 173,958	\$ 20,130	\$ 20,130	\$ 14,561	12%	
TOTAL HUMAN RESOURCES	\$ 142,202	\$ 13,715	\$ 13,715	\$ 8,979	10%	
TOTAL GEN GOVT BLDGS & PLANT	\$ 156,671	\$ 8,584	\$ 8,584	\$ 8,398	5%	
TOTAL MUNICIPAL COURT	\$ 180,665	\$ 6,658	\$ 6,658	\$ 7,182	4%	
TOTAL POLICE ADMINISTRATION	\$ 2,386,719	\$ 213,055	\$ 213,055	\$ 227,614	9%	
TOTAL FIRE ADMINISTRATION	\$ 1,721,698	\$ 167,311	\$ 167,311	\$ 168,766	10%	
TOTAL PUBLIC WORKS ADMIN	\$ 1,286,900	\$ 114,963	\$ 114,963	\$ 113,447	9%	
TOTAL HIGHWAYS & STREETS ADMIN	\$ 325,000	\$ (13,222)	\$ (13,222)	\$ (3,196)	-4%	
TOTAL CEMETERY	\$ 73,293	\$ 6,033	\$ 6,033	\$ 3,855	8%	
TOTAL SENIOR CITIZENS CENTER	\$ 127,494	\$ 11,141	\$ 11,141	\$ 10,367	9%	
TOTAL PARKS ADMINISTRATION	\$ 75,320	\$ 637	\$ 637	\$ 387	1%	
TOTAL LIBRARY ADMINISTRATION	\$ 312,613	\$ 27,909	\$ 27,909	\$ 25,474	9%	
TOTAL PROTECTIVE INSP ADMIN	\$ 113,690	\$ 10,325	\$ 10,325	\$ 10,233	9%	
TOTAL PLANNING & ZONING	\$ 192,655	\$ 17,326	\$ 17,326	\$ 18,002	9%	
TOTAL CODE ENFORCEMENT	\$ 55,190	\$ 4,751	\$ 4,751	\$ -	9%	
TOTAL ECONOMIC DEVELOPMENT	\$ 87,314	\$ 1,992	\$ 1,992	\$ 15,009	2%	
TOTAL AIRPORT	\$ 6,000	\$ -	\$ -	\$ 412	0%	
TOTAL SPECIAL FACILITIES	\$ 27,530	\$ 1,728	\$ 1,728	\$ 1,473	6%	
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,905,755</b>	<b>\$ 766,286</b>	<b>\$ 766,286</b>	<b>\$ 780,661</b>	<b>9%</b>	
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>		<b>\$ -</b>	<b>\$ (368,235)</b>	<b>\$ (368,235)</b>	<b>\$ (409,224)</b>	

<b>Cash Balances:</b>	\$4,865,419	<b>Run Rate Analysis:</b>	
<b>LESS: Restricted Budgeted Fund Equity</b>	\$570,835	<b>Average YTD Mo. Exp.</b>	\$766,286
<b>Unrestricted Cash Balances</b>	\$4,294,584	<b>Months of Operating Cash</b>	5.54
<b>LESS: Outstanding P.O.'s</b>	\$51,292		
<b>Available Cash</b>	<b>\$4,243,292</b>		

**CITY OF ST. MARYS  
REVENUE & EXPENSE REPORT (UNAUDITED)**

Jul-14

FINANCIAL SUMMARY		MONTHS COMPLETED				1
		% YEAR COMPLETED				8.33%
275-SPECIAL REVENUE FUND REVENUES	CURRENT BUDGET	CURRENT PERIOD	JULY 2014	JULY 2013	% YTD BUDGET	
TAXES	\$ 121,285	\$ 10,532	\$ 10,532	\$ 7,253	9%	
CHARGES FOR SERVICES	\$ 7,255	\$ 436	\$ 436	\$ 536	6%	
INVESTMENT INCOME	\$ 10	\$ 1	\$ 1	\$ 1	6%	
CONTRIBUTIONS/DONATIONS	\$ 740	\$ 44	\$ 44	\$ 17	6%	
MISCELLANEOUS	\$ 7,400	\$ 230	\$ 230	\$ 190	3%	
OTHER FINANCING SOURCES	\$ 27,000	\$ -	\$ -	\$ -	0%	
<b>TOTAL REVENUES</b>	<b>\$ 163,690</b>	<b>\$ 11,244</b>	<b>\$ 11,244</b>	<b>\$ 7,997</b>	<b>7%</b>	

275-SPECIAL REVENUE FUND EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JULY 2014	JULY 2013	% YTD BUDGET
PRSNL SERVICES/BENEFITS	\$ 34,988	\$ 3,358	\$ 3,358	\$ 2,996	10%
PURCHASED/CONTRACTED SVC	\$ 93,933	\$ 12,448	\$ 12,448	\$ 8,547	13%
SUPPLIES	\$ 7,769	\$ 494	\$ 494	\$ 92	6%
CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
INTERGOVERNMENTAL	\$ 27,000	\$ 1,000	\$ 1,000	\$ 600	4%
<b>TOTAL TOURISM</b>	<b>\$ 163,690</b>	<b>\$ 17,300</b>	<b>\$ 17,300</b>	<b>\$ 12,236</b>	<b>11%</b>

<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ (6,056)</b>	<b>\$ (6,056)</b>	<b>\$ (4,239)</b>	<b>0</b>
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<b>Cash Balances: (-sal/fica-due to pooled cash)</b>	-\$19,271	<b>Run Rate Analysis:</b>	
<b>LESS: Restricted Budgeted Fund Equity</b>	\$0	<b>Average YTD Mo. Exp.</b>	\$17,300
<b>Unrestricted Cash Balances</b>	-\$19,271	<b>Months of Operating Cash</b>	<b>(1.53)</b>
<b>LESS: Outstanding P.O.'s</b>	\$7,232		
<b>Available Cash</b>	<b>-\$26,503</b>		

**CITY OF ST. MARYS  
REVENUE & EXPENSE REPORT (UNAUDITED)**

**Jul-14**

<b>FINANCIAL SUMMARY</b>					MONTHS COMPLETED % YEAR COMPLETED	1 8.33%
<b>320-SPLOST FUND REVENUES</b>	<b>CURRENT BUDGET</b>	<b>CURRENT PERIOD</b>	<b>JULY 2014</b>	<b>JULY 2013</b>	<b>% YTD BUDGET</b>	
SPLOST VI	\$ 3,700,000	\$ 14,202	\$ 14,202	\$ -	0%	
SPLOST VII	\$ 2,410,000	\$ 182,211				
INVESTMENT INCOME	\$ -	\$ 15	\$ 15	\$ 1	#DIV/0!	
MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -		
OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
<b>TOTAL REVENUES</b>	<b>\$ 6,110,000</b>	<b>\$ 196,428</b>	<b>\$ 14,217</b>	<b>\$ 1</b>	<b>0%</b>	

<b>320-SPLOST FUND EXPENDITURE SUMMARY</b>	<b>CURRENT BUDGET</b>	<b>CURRENT PERIOD</b>	<b>JULY 2014</b>	<b>JULY 2013</b>	<b>% YTD BUDGET</b>
320.51512-52.1211 AUDIT SPLOST VI	\$ -	\$ -	\$ -	\$ -	#DIV/0!
320.51565-54.1500 CITY BUILDINGS VI				\$ -	#DIV/0!
320.54220-54.1241 DRAINAGE - SPLOST VI				\$ 170	#DIV/0!
320.54220-54.1416 PAVING/OVERLAY VI				\$ 86	#DIV/0!
320.54310-54.1202 SEWER INFRA SPLOST VI	\$ 3,700,000			\$ -	0%
320.59000-61.1000 OPERATING TFR OUT				\$ -	#DIV/0!
<b>TOTAL EXPENDITURES VI</b>	<b>\$ 3,700,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 256</b>	<b>0.00%</b>

<b>320-SPLOST FUND EXPENDITURE SUMMARY</b>	<b>CURRENT BUDGET</b>	<b>CURRENT PERIOD</b>	<b>JULY 2014</b>	<b>JULY 2013</b>	<b>% YTD BUDGET</b>
320.54200-54.1425 EQUIP/FACILITIES VII				\$ -	#DIV/0!
320.54220-54.1417 PAVING/OVERLAY VII		\$ 929	\$ 929	\$ -	
320.54220-52.2224 INFRASTRUCTURE VII	\$ 400,000			\$ -	0.0%
320.54220-54.1242 DRAINAGE SPLOST VII	\$ 210,000			\$ -	
320.54310-58.1100 BOND DEBT RET VII	\$ 1,800,000				
<b>TOTAL EXPENDITURES VII</b>	<b>\$ 2,410,000</b>	<b>\$ 929</b>	<b>\$ 929</b>	<b>\$ -</b>	<b>0.0%</b>

<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 195,499</b>	<b>\$ 13,288</b>	<b>\$ (255)</b>
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<b>Cash Balances:</b>		<b>Run Rate Analysis:</b>	
SPLOST VI	\$169,406	Average YTD Mo. Exp.	\$929
SPLOST VII	\$182,387	Months of Operating Cash	375.91
<b>Total Cash Balances</b>	<b>\$351,792</b>		
LESS: Restricted Budgeted Fund Equity	\$0		
<b>Unrestricted Cash Balances</b>	<b>\$351,792</b>		
LESS: Outstanding P.O.'s	\$2,506		
<b>Available Cash</b>	<b>\$349,287</b>		

**CITY OF ST. MARYS  
REVENUE & EXPENSE REPORT (UNAUDITED)**

Jul-14

FINANCIAL SUMMARY	MONTHS COMPLETED				1
	CURRENT BUDGET	CURRENT PERIOD	JULY 2014	JULY 2013	% YTD BUDGET
505-WATER AND SEWER FUND REVENUES					8.33%
505.33.4110 STATE GOV GRANTS-DIRECT	\$ -	\$ -	\$ -	\$ -	#DIV/0!
505.34.4210 WATER CHARGES	\$ 2,091,732	\$ 186,725	\$ 186,725	\$ 183,386	9%
505.34.4211 TRANSFER/TEMP SERVICES	\$ 47,000	\$ 4,390	\$ 4,390	\$ 4,340	9%
505.34.4212 RECONNECTION NSF FEES	\$ 85,000	\$ 6,125	\$ 6,125	\$ 7,080	7%
505.34.4213 LATE FEES AND PENALTIES	\$ 130,000	\$ 10,782	\$ 10,782	\$ 9,713	8%
505.34.4214 TURN ON FEE	\$ 45,000	\$ 4,315	\$ 4,315	\$ 3,920	10%
505.34.4216 CAP RECOVERY WATER - DEV	\$ 25,000	\$ 2,164	\$ 2,164	\$ 5,023	9%
505.34.4217 WATER CHARGES 2	\$ 700,484	\$ 62,202	\$ 62,202	\$ 61,052	9%
505.34.4230 SEWERAGE CHARGES	\$ 1,989,096	\$ 177,716	\$ 177,716	\$ 174,123	9%
505.34.4231 SEWER CHARGES 2	\$ 663,204	\$ 58,776	\$ 58,776	\$ 57,863	9%
505.34.4236 CAP RECOVERY METER - DEV	\$ 9,000	\$ 1,750	\$ 1,750	\$ 1,120	19%
505.34.4256 CAP RECOVERY SEWER - DEV	\$ 100,000	\$ 6,050	\$ 6,050	\$ 16,496	6%
505.34.4263 CONSTRUCTION FEES	\$ 100,000	\$ 36,542	\$ 36,542	\$ 20,750	37%
505.38.0001 FUND EQUITY	\$ 1,142	\$ 95	\$ 95	\$ -	8%
505..... INTEREST/MISC/OTHER REVENUES	\$ 4,000	\$ 257	\$ 257	\$ 267	6%
505.39.1205 OP T/F IN	\$ 1,800,000				
<b>TOTAL REVENUE</b>	<b>\$ 7,790,658</b>	<b>\$ 557,889</b>	<b>\$ 557,889</b>	<b>\$ 545,133</b>	<b>7%</b>

SANITATION ADMINISTRATION EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JULY 2014	JULY 2013	% YTD BUDGET
PRSNL SERVICES/BENEFITS	\$ 932,401	\$ 97,575	\$ 97,575	\$ 100,338	10%
PURCHASED/CONTRACTED SVC	\$ 407,851	\$ 30,683	\$ 30,683	\$ 12,095	8%
SUPPLIES	\$ 626,850	\$ 5,806	\$ 5,806	\$ 6,350	1%
CAPITAL OUTLAY	\$ 5,000	\$ -	\$ -	\$ -	0%
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	#DIV/0!
INTERGOVERNMENTAL	\$ 60,000	\$ -	\$ -	\$ -	0%
DEBT SERVICES/FISCAL AGENT FEES	\$ 5,000	\$ -	\$ -	\$ -	0%
<b>TOTAL SANITARY ADMINISTRATION</b>	<b>\$ 2,037,102</b>	<b>\$ 134,064</b>	<b>\$ 134,064</b>	<b>\$ 118,783</b>	<b>7%</b>

WATER ADMINISTRATION EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JULY 2014	JULY 2013	% YTD BUDGET
PRSNL SERVICES/BENEFITS	\$ 764,673	\$ 82,708	\$ 82,708	\$ 81,783	11%
PURCHASED/CONTRACTED SVC	\$ 240,489	\$ 13,884	\$ 13,884	\$ 11,020	6%
SUPPLIES	\$ 285,650	\$ 6,450	\$ 6,450	\$ 6,488	2%
CAPITAL OUTLAY	\$ 5,000	\$ -	\$ -	\$ -	0%
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	#DIV/0!
INTERGOVERNMENTAL	\$ 75,000	\$ -	\$ -	\$ -	0%
DEBT SERVICES/FISCAL AGENT FEES	\$ 700	\$ -	\$ -	\$ -	0%
<b>TOTAL WATER ADMINISTRATION</b>	<b>\$ 1,371,512</b>	<b>\$ 103,041</b>	<b>\$ 103,041</b>	<b>\$ 99,291</b>	<b>8%</b>

**CITY OF ST. MARYS  
REVENUE & EXPENSE REPORT (UNAUDITED)**

Jul-14

FINANCIAL SUMMARY					MONTHS COMPLETED	1
					% YEAR COMPLETED	8.33%
DEBT SERVICE-PRINCIPLE EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JULY 2014	JULY 2013	% YTD BUDGET	
505.58000-58.1110 BOND PYMT 88 & 92 PRIN	\$ 325,000	\$ 325,000	\$ 325,000	\$ 300,000	100.00%	
505.58000-58.1330 BOND 2010 PRIN	\$ 1,640,000	\$ -	\$ -			
505.58000-58.1380 GEFA LOAN CWS-RF-03	\$ 247,375	\$ 20,435	\$ 20,435	\$ 19,843	8%	
505.58000-58.1382 GEFA LOAN 2010-L26WQ	\$ 33,067	\$ 2,708	\$ 2,708	\$ 2,607	8%	
<b>DEBT SERVICE-PRINCIPLE</b>	<b>\$ 2,245,442</b>	<b>\$ 348,143</b>	<b>\$ 348,143</b>	<b>\$ 322,450</b>	<b>16%</b>	

DEBT SERVICE-INTEREST EXPENDITURE SUMMARY	CURRENT BUDGET	CURRENT PERIOD	JULY 2014	JULY 2013	% YTD BUDGET	
505.58000-58.2110 BOND PAYMENT 88 & 92	\$ 102,134	\$ 56,044	\$ 56,044	\$ 65,231	55%	
505.58000-58.2115 INTEREST-BOND INT 2010	\$ 1,915,400	\$ -	\$ -	\$ -	0%	
505.58000-58.2380 GEFA LOAN CWS-RF-0	\$ 86,038	\$ 7,349	\$ 7,349	\$ 7,941	9%	
505.58000-58.2382 GEFA LOAN 2010 L26WQ	\$ 33,030	\$ 2,800	\$ 2,800	\$ 2,901	8%	
<b>DEBT SERVICE-INTEREST</b>	<b>\$ 2,136,602</b>	<b>\$ 66,193</b>	<b>\$ 66,193</b>	<b>\$ 76,074</b>	<b>3%</b>	

505-59000-61.1000 OPERATING TFR OUT	\$ -		\$ -	\$ -	
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<b>TOTAL EXPENDITURES</b>	<b>\$ 7,790,658</b>	<b>\$ 651,441</b>	<b>\$ 651,441</b>	<b>\$ 616,597</b>	<b>8%</b>
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<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ (93,552)</b>	<b>\$ (93,552)</b>	<b>\$ (71,465)</b>	
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<b>Cash Balances:</b>	\$4,943,789	<b>Run Rate Analysis:</b>	
LESS: Restricted Budgeted Fund Equity	\$1,142	Average YTD Mo. Exp.	\$651,441
Unrestricted Cash Balances	\$4,942,647	Months of Operating Cash	7.56
LESS: Outstanding P.O.'s	\$14,687		
Available Cash	\$4,927,959		

**CITY OF ST. MARYS  
REVENUE & EXPENSE REPORT (UNADUDITED)**

Jul-14

<b>FINANCIAL SUMMARY</b>				<b>MONTHS COMPLETED</b>		1
				<b>% YEAR COMPLETED</b>		8.33%
<b>540-SOLID WASTE FUND REVENUES</b>	<b>CURRENT BUDGET</b>	<b>CURRENT PERIOD</b>	<b>JULY 2014</b>	<b>JULY 2013</b>	<b>% YTD BUDGET</b>	
540.34.4111 RESIDENTIAL REFUSE CHARGE	\$ 963,000	\$ 81,975	\$ 81,975	\$ 81,141	9%	
540.34.4112 COMMERCIAL REFUSE CHARGES	\$ 22,000	\$ 2,029	\$ 2,029	\$ 1,883	9%	
540.34.4190 LATE FEES AND PENALTIES	\$ 22,191	\$ 1,882	\$ 1,882	\$ 1,718	8%	
540.34.9900 OTHER CHARGES	\$ 12,500	\$ 2,050	\$ 2,050	\$ 2,100	16%	
540.36.1000 INTEREST REVENUES	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
540.38.0001 FUND EQUITY	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
<b>TOTAL REVENUES</b>	<b>\$ 1,019,691</b>	<b>\$ 87,936</b>	<b>\$ 87,936</b>	<b>\$ 86,842</b>	<b>9%</b>	

<b>540-SOLID WASTE FUND EXPENDITURE SUMMARY</b>	<b>CURRENT BUDGET</b>	<b>CURRENT PERIOD</b>	<b>JULY 2014</b>	<b>JULY 2013</b>	<b>% YTD BUDGET</b>	
PRSNL SERVICES/BENEFITS	\$ 86,211	\$ 9,200	\$ 9,200	\$ 8,545	11%	
PURCHASED/CONTRACTED SVC	\$ 909,050	\$ 708	\$ 708	\$ 690	0%	
SUPPLIES	\$ 3,800	\$ -	\$ -	\$ -	0%	
INTERGOVERNMENTAL	\$ 20,630	\$ -	\$ -	\$ -	0%	
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
<b>TOTAL SOLID WASTE COLLECTION</b>	<b>\$ 1,019,691</b>	<b>\$ 9,907</b>	<b>\$ 9,907</b>	<b>\$ 9,235</b>	<b>1%</b>	

<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 78,028</b>	<b>\$ 78,028</b>	<b>\$ 77,607</b>	<b>0</b>
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<b>Cash Balances:</b>	\$444,502	<b>Run Rate Analysis:</b>	
<b>LESS: Restricted Budgeted Fund Equity</b>	\$0	<b>Average YTD Mo. Exp.</b>	\$9,907
<b>Unrestricted Cash Balances</b>	\$444,502	<b>Months of Operating Cash</b>	44.87
<b>LESS: Outstanding P.O.'s</b>	\$0		
<b>Available Cash</b>	\$444,502		

555 -AQUATIC CENTER	FY2015	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	12Mths	YTD	YTD
FINANCIAL SUMMARY	Budget														Jul-14	Jul-13
<b>REVENUE SUMMARY</b>																
CHARGES FOR SERVICES	386,200	27,032	9,536	375		138	1,000	1,760	4,894	10,077	85,610	127,769	92,064	360,255	92,064	82,791
INVESTMENT INCOME	-													-	-	-
CONTRIBUTIONS/DONATIONS	-													-	-	-
MISCELLANEOUS	-	104	55	18.68			0	3	2	5	14	384	(52)	535	(52)	105
OTHER FINANCING SOURCES												20,148		20,148		
<b>TOTAL REVENUES</b>	<b>386,200</b>	<b>27,136</b>	<b>9,591</b>	<b>394</b>	<b>-</b>	<b>138</b>	<b>1,000</b>	<b>1,763</b>	<b>4,896</b>	<b>10,082</b>	<b>85,625</b>	<b>148,301</b>	<b>92,012</b>	<b>380,938</b>	<b>92,012</b>	<b>82,896</b>
<b>EXPENDITURE SUMMARY</b>																
PRSNL SERVICES/BENEFITS				-964.01										(964)		964
PURCHASED/CONTRACTED SVC	254,900	24,002	15,181	7190.01	9923.62	10,412	11,870	9,247	7,338	9,589	38,022	40,788	38,163	221,726	38,163	42,385
SUPPLIES	131,300	10,575	7,669	8008.29	5447.57	4,039	3,233	3,294	4,349	17,214	20,839	29,227	8,885	122,779	8,885	6,912
CAPITAL OUTLAY	-													-	-	-
DEPRECIATION/AMORTIZATION	-													-	-	-
<b>TOTAL AQUATIC CENTER</b>	<b>386,200</b>	<b>34,577</b>	<b>22,850</b>	<b>14,234</b>	<b>15,371</b>	<b>14,451</b>	<b>15,103</b>	<b>12,540</b>	<b>11,687</b>	<b>26,803</b>	<b>58,862</b>	<b>70,015</b>	<b>47,048</b>	<b>343,540</b>	<b>47,048</b>	<b>50,262</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>-</b>	<b>(7,440)</b>	<b>(13,258)</b>	<b>(13,841)</b>	<b>(15,371)</b>	<b>(14,313)</b>	<b>(14,103)</b>	<b>(10,777)</b>	<b>(6,791)</b>	<b>(16,721)</b>	<b>26,763</b>	<b>78,286</b>	<b>44,964</b>	<b>37,398</b>	<b>44,964</b>	<b>32,634</b>

Cash Balances: (-sal/fica)	-\$18,432
LESS: Restricted Budgeted Fd Equity	\$0
Unrestricted Cash Balances	-\$18,432
LESS: Outstanding P.O.'s	\$3,722
Available Cash	-\$22,153

# YTD 7/31/2014 Month Reported

