



CITY OF ST. MARYS, GEORGIA
November 21, 2011

CITY COUNCIL MEETING

6:00 p.m.

AMENDED
AGENDA

I. CALL TO ORDER

II. INVOCATION: *Councilmember Howell*

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

QUORUM: YES___ NO___

V. APPROVAL OF MINUTES: *November 7, 2011 Public Hearings & Regular City Council Meeting Minutes*

VI. PRESENTATION:

READING OF THE 2011 GENERAL AND SPECIAL ELECTION RESULTS: *City Clerk*

ANNOUNCEMENT OF BOARD VACANCIES:

1. Oak Grove Cemetery Study Committee
2. Airport Authority (*Swanson, Frasca & Steele*) 12/31/11
3. Historic Preservation Commission (*Mercier, Rillo & Beaver*) 12/31/11
4. Tree Board (*St. Clair*) Term Expiration 12/31/11
5. Senior Advisory Committee (*Sumner, Galloway, Vaught, Hollingsworth, Landham & Councilmember Bird*) 12/31/11

BOARD APPOINTMENTS:

1. Development Authority of St. Marys (*Roberts & Hall*) 11/30/11

VII. SET CONSENT AGENDA

VIII. APPROVAL OF THE AGENDA

IX. GRANTING AUDIENCE TO THE PUBLIC:

X. OLD BUSINESS: *None*

XI. NEW BUSINESS:

- A. **BUDGET ORDINANCE:** *Hospital Donation to the Sr. Center*
To record a donation of \$ 972 for the purchase of Sr. Center shirts
- B. **BUDGET ORDINANCE:** *VALIC*
To increase the budget for the re-implement of the VALIC Match approved by Council
- C. **BUDGET ORDINANCE:** *Alcohol Revenue*
To adjust the alcohol beverage excise tax that has not been implemented in the amount of \$27,000
- D. **BUDGET ORDINANCE:** *Building and Planning Department Salary & Benefits*
Move funds to cover the approved positions
- E. **BUDGET ORDINANCE:** *Damages to Police Department*
Record Insurance reimbursement received for water damage to the offices
- F. **DEMOLITION ORDINANCE:**
Consideration to remove and demolish property at 1007 Wheeler Street
- G. **MI-CASA, INC. MJG AMIGOS ENTERPRISES, LLC 2011-2012 NEW ALCOHOL LICENSE:** *Advertising Public Hearing*
Consideration to advertise for a public hearing for beer, wine and spirituous liquor license
- H. **PART-TIME FIREFIGHTER POSITION:**
To maintain staffing levels to comply with grant criteria for part-time firefighters
- I. **FLEXIBLE SPENDING ACCOUNT:**
To establish a Section 125 Flexible Spending Account (FSA) for City employees and contract with Total Administrative Services Corporation (TASC) to administer the plan.
- J. **HEALTH CLINIC DISCUSSION:** *Steve Crowell, City Manager*
To obtain approval from the City Council to proceed as with an MOU to participate in the Camden County Health Clinic
- K. **GASB 54 REQUIREMENT:** *Financial Policy for Fund Balance*
Approval of a Fund Balance Policy
- L. **HOUSING DEVELOPMENT ACTION GRANT (HODAG):** *Approval of Principles*
To obtain consent from the City Council to proceed as recommended by the City Manager
- M. **GDOT FLASHING SCHOOL BEACON PERMIT APPLICATION:**
To authorize the mayor to sign an application for a flashing school zone beacon to be installed on Highway Spur 40 for St. Marys Middle School
- N. **SOLID WASTE CONTRACT RENEWAL:**
Consideration to renew the contract in lieu of the Consumer Price Index increase

- O. **REFERENDUMS: Discussion**
To discuss the next steps in changing the City Charter and other applicable Chapters to reflect the constituent's passage of majority voting and election dates
- P. **GAINES DAVIS SUBDIVISION SEWER EXTENSION:**
To authorize the additional expenditure of funds for preliminary engineering re-design of a gravity sewer system for the Gaines Davis Subdivision area
- Q. **DECEMBER 19TH & JANUARY 2ND CITY COUNCIL MEETINGS: Mayor DeLoughy (ADDED)**
To discuss whether to cancel or reschedule the meetings due to Christmas vacations and New Year's Day holiday
- R. **SOUTHEAST REGIONAL HOSPITAL: Mayor DeLoughy (ADDED)**
Request to waive building and construction fees for the hospital extension
- XI. **REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:**
 - A. **FINANCE DIRECTOR'S REPORT: (REMOVED)**
 - B. **CITY CALENDAR: City Clerk**
- XIII. **REPORT OF MAYOR:**
- XIV. **REPORT OF CITY MANAGER:**
- XV. **GRANTING AUDIENCE TO THE PUBLIC**
MAYOR AND COUNCIL COMMENTS
- XVI. **EXECUTIVE SESSION:**
- XVII. **ADJOURNMENT:**

**CITY OF ST. MARYS, GEORGIA
PUBLIC HEARING
November 7, 2011
5:45 p.m.**

**New 2011 & 2012 Alcohol Licenses
“On the Green Salon and Day Spa, Inc. & Dixville USA, LLC”**

MINUTES

The Mayor and Council for the City of St. Marys, Georgia conducted a public hearing on Monday, November 7, 2011 in the Council Chamber at City Hall.

PRESENT WERE:

Mayor William DeLoughy
Councilmember Greg Bird
Councilmember Deborah Hase
Councilmember John Morrissey
Councilmember Keith Post
Councilmember Chuck Trader

ABSENT WERE:

Councilmember Sidney Howell

CITY OFFICIALS PRESENT:

Steven S. Crowell, Jr., City Manager
Gary Moore, City Attorney
Tim Hatch, Police Chief
Bobby Marr, Public Works Director
Robby Horton, Fire Chief
Marsha Hershberger, Asst. Finance Director
Gene Rudy, IT Director
Ben Owens, Sergeant-At-Arms

Mayor DeLoughy called the public hearing to order at 5:45 p.m. The floor was opened to the public for questions and/or comments.

GRANTING AUDIENCE TO THE PUBLIC:

There were no comments or questions from the public.

Mayor DeLoughy therefore declared the public hearing closed at 5:47 p.m.

Respectfully submitted,

Darlene M. Roellig, City Clerk

CITY OF ST. MARYS, GEORGIA
CITY COUNCIL MEETING
November 7, 2011
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, November 7, 2011 in the Council Chamber at City Hall.

PRESENT WERE:

Mayor William DeLoughy
Councilmember Greg Bird
Councilmember Deborah Hase
Councilmember John Morrissey
Councilmember Keith Post
Councilmember Chuck Trader

ABSENT WERE:

Councilmember Sidney Howell

CITY OFFICIALS PRESENT:

Steven S. Crowell, Jr., City Manager
Gary Moore, City Attorney
Tim Hatch, Police Chief
Bobby Marr, Public Works Director
Robby Horton, Fire Chief
Donna Folsom, HR Director
Gene Rudy, IT Director
Artie Jones, III, Economic Dev. Director
Marsha Hershberger, Asst. Finance Director
Michele Woods, Planner
Ben Owens, Sergeant-At-Arms

CALL TO ORDER:

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

APPROVAL OF MINUTES: *October 17, 2011 Public Hearing & Regular City Council Meeting Minutes*

Councilmember Bird moved to approve the October 17, 2011 Public Hearing and regular City Council meeting minutes. Councilmember Trader seconded the motion. Voting was unanimous in favor of the motion.

PRESENTATION:

PROCLAMATION: *Recognition of Jim Steele*

Mayor DeLoughy read a proclamation in honor of James Steele for his service and unwavering commitment to the City of St. Marys and its citizens.

PROCLAMATION: Men's Unity Day

Mayor DeLoughy read a proclamation for Men's Unity Day on October 29, 2011 and called upon all citizens to join in educational efforts, ceremonies, and other appropriate activities to show our appreciation for the efforts and contribution of the men of Camden County.

CODE ENFORCEMENT RESPONSIBILITIES REPORT: Roger Weaver, Planning Director
(Postponed)

DOWNTOWN MERCHANTS EVENT EVALUATION: Tim Hatch, Police Chief

Chief Hatch reported that the presentation was in response to City Council request to be watchful at the Downtown Merchants Saturday Events. We were to give periodic updates because of the intent of the availability of open containers of alcohol at some or all of the events. The last Saturday event in October did not include the sale of the wrist bands for open containers at the event, but last minute announcements were advertising open containers would be available. There were no reported incidents or open containers at the event.

ANNOUNCEMENT OF BOARD VACANCIES:

1. Oak Grove Cemetery Study Committee
2. St. Marys Airport Authority (12/31/11)
3. Development Authority of St. Marys (*Roberts & Hall* - 11/30/11)

Mayor DeLoughy announced vacancies on the Oak Grove Cemetery Study Committee, St. Marys Airport Authority and Development Authority.

BOARD APPOINTMENTS:

1. Coastal RDC Historic Preservation Advisory Council

Councilmember Hase moved to appoint Kay Westberry to the Coastal RDC Historic Preservation Advisory Council. Councilmember Trader seconded the motion. Voting was unanimous in favor of the motion.

2. Development Authority of St Marys

Councilmember Morrissey moved to appoint Simon Scott to the Development Authority. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

SET CONSENT AGENDA (*):

Councilmember Bird made a motion to approve Old Business A & B and New Business A, B & E on the consent agenda. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

APPROVAL OF THE AGENDA:

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

GRANTING AUDIENCE TO THE PUBLIC:

Kay Westberry, Oak Grove Cemetery Chairman: Request approval of the Cemetery Ordinance with the removal of the trust fund and price increase schedule, and consideration to schedule a work session with Council to review and discuss those issues. A work session was scheduled on the 5th of December at 5:00 p.m. in the Council Chamber at City Hall.

Barbara Ryan, 711 Mildred Street: Oprah Winfrey is receiving applications for Love Town USA in Kingsland to connect singles in Camden County and reconsider demolition of the Gilman boathouse

John King, 200 Courtney Place: Reconsider demolition of the Gilman boathouse

Bill Creed, 613 Kings Way & Waterfront Warehouse Theatre: Supports the purchase of the amphitheater sound system by the Theatre group

OLD BUSINESS:

- A. **ON THE GREEN SALON AND DAY SPA, INC. 2011-2012 NEW ALCOHOL LICENSE (*):**
Consideration to approve On the Green's beer and wine license

Councilmember Bird made a motion to approve Alcohol License for On the Green Salon and Day Spa, Inc. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

- B. **DIXVILLE USA, LLC, 2011-2012 NEW ALCOHOL LICENSE (*):**
Consideration to approve the beer, wine and spirituous liquor license for Osborne Liquor

Councilmember Bird made a motion to approve Dixville USA, LLC Alcohol License. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

- C. **WATERFRONT PARK STREET VENDORS ORDINANCE:**
Approval of the revised Ordinance to permit Street Vendors for a commercial endeavor on public property in selected areas of the C-1 zone with specific time limits and activities

Councilmember Bird moved to send the ordinance to the Chamber of Commerce for review and bring it back on the next agenda. Councilmember Trader seconded the motion. Council discussed whether or not it was business friendly; whether the attorney reviewed and drafted the revision; changes going back to the attorney for final review; three applications submitted and fees. The City Attorney stated he reviewed the document after it was drafted and it was legally okay. Council continued to discuss a possible public hearing to receive comments from the businesses.

Councilmember Bird amended the motion to bring it back at the next meeting after public review and comments from commercial businesses. Councilmember Trader seconded the

amended motion. The City Clerk will submit a legal advertisement for public comments on December 5th. Voting was unanimous in favor of the motion.

D. GATEWAY PROJECT DEMOLITION: *Reconsideration - Councilmember Bird*
Gilman Boathouse demolition of the 100 Ready Street property

Councilmember Bird stated that since the demolition was approved citizens began to express concerns about boathouse project. Councilmember Bird, the City Manager and a contractor went through the building to examine the integrity, which is substantial. Contractor Bill Lawrence inspected the building's structural soundness and mold.

Councilmember Bird made a motion to put the project on hold for 90 days to explore from the public and revisit it at the first meeting in February. Councilmember Trader seconded the motion for discussion.

Mr. Lawrence, Healthy Build inspected the building as a remodeling project at the request of a citizen John King. He commented that it could function in many ways because it was built with heavy duty materials in ducting and ventilation system. There were some minor issues with the façade and windows. No mold was indicated only stains. The bathrooms could be enlarged and used for commercial purposes and for handicap assess ability. It was built above hurricane standards.

Councilmember Bird addressed the condemnation of the building when it was owned by Mr. Sawyer. He had a permit to demolish the building because it did not coincide with his planned use of the property. Council discussed many of the items noted in Mr. Weaver's memos addressing issues with the building; the committee's recommendation for demolition, rehabilitation investigations and long term goals for the property; seen and unseen issues for rehabilitation; safety and health issues; design plans for use of the building; out of pocket expenses to be determined; meet the vision of the committee to provide a shovel ready property; expensive rehabilitation because of water damage and mold; the number of public meetings held for participation and the future use of a pristine property.

Councilmember Bird asked the City Manager whether he saw mold. The City Manager responded that he noticed some black stuff when the insulation was pulled out but he is not a mold expert. He agrees it is well built but it would also be very expensive. Public usage would require meeting code. Mr. Lawrence provided an estimate of \$10,000 to \$100,000 depending on what is done to remodel the building and bring it up to code. A new building would be over \$1.0 million. Following much discussion, voting was recording as follows:

FOR
Councilmember Bird

AGAINST
Councilmember Hase
Councilmember Morrissey
Councilmember Post
Councilmember Trader

NEW BUSINESS:

A. FUEL MANAGEMENT & AUTOMATIC TASK GAUGING SYSTEM BID AWARD (*):

To authorize the Mayor to enter into an agreement with K.C. Petroleum, Inc. in the amount of \$25,924.66

Councilmember Bird made a motion to approve the agreement with K. C. Petroleum, Inc. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

B. ST. MARYS MACHINIST CLUB (*): 2011 Advalorem Taxes

The Camden County Commissioners request Council's consideration to waive the City's 2011 tax bill for the St. Marys Machinist Club (Union Hall)

Councilmember Bird made a motion to waive the 2011 Advalorem Taxes for St. Marys Machinist Club. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

C. CEMETERY ORDINANCE AMENDMENT:

Review and consideration of approval to the amended Ordinance

Councilmember Post made a motion to postpone until December 5th. Councilmember Bird seconded the motion. Voting was unanimous in favor of the motion.

D. AMPHITHEATER SOUND SYSTEM:

To review the single bid and discuss alternatives for the purchase and installation of the system

The Planning Director's recommendation is to have the equipment bought by the Waterfront Theatre Group, and then have them donate the equipment to the City for our SMPW crews to install the conduit, wiring, and boxes (with skilled volunteer guidance), eliminate the stainless steel cabinets, and use a small towable mobile storage trailer (5' x 8' for \$2000 +/-) for the equipment and stands. This would avoid any potential theft of the equipment, make it useable at other City locations/events, and un-clutter the amphitheater site when not in use. This should bring the cost within the allotted figures.

Councilmember Bird moved to approve Mr. Weaver's recommendation to allow the group to purchase the equipment and donate it to the City. Councilmember Morrissey seconded the motion. Council discussed the utility trailer's use and thanked the group for their contributions to the park. Voting was unanimous in favor of the motion.

E. LETTERS OF SUPPORT FOR SMALL BUSINESS (*): Mayor DeLoughy

To authorize the Mayor to send letters to Georgia's U.S. Senators and U.S. House of Representatives in support of H.R. 3184 Small Business Act, Fairness and Transparency in Contracting Act of 2011

Councilmember Bird made a motion to approve the letters of support from the Mayor. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. PLANNING DIRECTOR'S REPORT:

- 1. Reverse Subdivision:** Barbara Sparks is requesting approval for a two lot to one lot minor final reverse subdivision plat, located at 119 & 121 Tattnal Lane, known as Tax Parcels 160C-0578 & 160C-579. The property is zoned PD R-1. The Planning Commission recommended approval of the reverse subdivision.

Councilmember Hase moved to accept the recommendation of the Planning Commission to approve the Reverse Subdivision. Councilmember Bird seconded the motion. Voting was unanimous in favor of the motion.

- 2. Special Use Permit:** Ron Albert, Win Big Enterprises is requesting a Special Use permit to conduct an Internet Sweepstakes Café at 119 City Smitty Drive. The property is zoned C-2, Tax Parcel 135-087B.

The City Attorney stated that the next two permits were for electronic gaming business. On review of the applications, there appears that there is a difference between what has been provided in the terms of a map, what needs to be provided. The ordinance specifically calls for 3,000 foot radius to be shown on the maps to indicate any military installation in the area and 1,500 foot radius. There is a 750 foot radius but the others were omitted. The ordinance on Municipal Code has a discrepancy with the footage, therefore it was his recommendation to defer the item until after the maps are corrected and new maps are presented.

Councilmember Hase moved to defer the special use permits until the maps are corrected. Councilmember Trader seconded the motion. Council discussed the permits being the maximum number of these firms in the City, the permits review in a year and moving slow because of unanswered questions and issues with other cities. Voting was unanimous in favor of the motion.

- 3. Special Use Permit:** Farouk Huraira, Gold Rush Internet Sweepstakes is requesting Special Use permit to conduct an Internet Sweepstakes Café at 765-B Kings Bay Road. The property is zoned C-2, Tax Parcel 121-058B.

A motion to defer this issue was voted in conjunction with the previous permit.

B. FINANCE DIRECTOR'S REPORT:

The Assistant Finance Director presented the 3-month financial report on revenues and expenditures for the General, Tourism, SPLOST, Water & Sewer, Solid Waste, and Aquatic Center Funds. A copy of the report is attached as part of the official minutes.

C. CITY CALENDAR: *City Clerk*

The City Clerk read the calendar of meetings, events and activities for the last two weeks in October and the second and third weeks in November.

REPORT OF MAYOR:

- October 22nd - Justin's Miracle Field opened by the Public Service Authority for physically challenged children
- October 29th – Men's Unity Day March and Festival
- November 3rd – Over 200 Submarine Veterans visited St. Marys
- November 5th – 5th Annual Wounded Warriors Day
- November 8th – Downtown Merchants Open House and Election Day

The City Attorney received a letter from the Attorney General in the State of Georgia who disposed of a complaint by Mr. Robert Nutter about the City's open meeting practices. The attorney general took no gross action against the City, so the matter is at rest.

REPORT OF CITY MANAGER:

There was no "City Manager Report" at this time.

GRANTING AUDIENCE TO THE PUBLIC:

Barbara Ryan, 711 Mildred Street: Addressed the short fall on the CVB Financial Report due to being the slowest tourism period this time of year, demolition expenses for the Gilman boathouse spend elsewhere and removal of the property's fixtures. The City Manager responded that some items were reused within the City and others will be sold.

Dave Schmitz, 112 New Hammock Circle: Conflicting reports on the boathouse property

Philip Jones, 201 Catherine Street: Development of the Gilman boathouse property and monitoring internet sweepstakes

Ricky Heidgerken, 110 Salt Grace Trace: Waste of tax payer's money sending out tax bills under a dollar. Council discussed it being a possible software issue and small water bills were already addressed but not small tax bills. The City Manager was provided with a copy of the bill to look into the issue.

Bill Creed, 613 Kings Way: Commended the City on a wonderful Wounded Warriors Day event, thanked Councilmember's Post and Bird for their participation in the program; and the City Clerk and Tourism Director for their coordinating efforts

MAYOR AND COUNCIL COMMENTS

Councilmember Post commented that 45 World War II Submarine Veterans were in the community this week and five attended the Wounded Warriors Day event. One is from New Mexico and another from Philadelphia who is 94 years young and traveled alone. George Smith was on the battleship New Mexico at Pearl Harbor. Friday, November 11th, Kingsland is dedicating the second phase of their Veterans Memorial Park at 11:00 a.m. He attended the Atlanta press conference for Georgia Trust on behalf of Orange Hall who was placed on the 2012 Places in Peril list. It will give the Foundation exposure on a statewide level and put us in touch with historical preservationists and direct help from the Georgia Trust to help restore Orange Hall. The trip was not paid with city funds, but with personal funds. Attended the Navy League National Convention in Chattanooga, Tennessee to honor the Distinguished Service Award recipient Sheila McNeil for all the work she did fighting congress on cutting \$300,000,000 out of the US Coast Guard budget. The coast guard public affairs admiral was also there to see her receive the award. Councilmember Post saluted Sheila McNeil.

Councilmember Trader commented that he had a great opportunity to speak with the Submarine Veterans during their visit. One Veteran brought it to his attention that he commissioned the Nathan Hale submarine in 1963 that Mr. Post decommissioned 1986.

EXECUTIVE SESSION:

There was no "Executive Session" at this time.

ADJOURNMENT:

Councilmember Bird moved for adjournment. Councilmember Post seconded the motion. Mayor DeLoughy declared the meeting adjourned at 7:29 p.m.

Respectfully submitted,

Darlene M. Roellig, City Clerk

Darlene Roellig

From: bhroberts tds.net <bhroberts@tds.net>
Sent: Wednesday, November 16, 2011 9:25 AM
To: Darlene Roellig
Subject: Position on the IDA board

Good morning,

Mrs. Roellig, I pray all is well with you and your family.
I would like to continue serving on the IDA board.

Thanks,

Gerald

CITY COUNCIL MEETING

November 21, 2011

TITLE: Hospital Authority Donation to Senior Center

PURPOSE: Record donated.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The Hospital Authority will provide funds to the Senior Center for shirts with the Senior Center logo in the amount of \$972. It is necessary to increase the Senior Center Fund budget to recognize the additional revenue and expenses.

Department

Director: _____ *Shirley Burn*

City

Manager: _____

AN ORDINANCE TO AMEND THE FISCAL YEAR 2012
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 record the donation from the Hospital Authority to the Senior Center.

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>
100-55520-53.1140 Senior Center Miscellaneous Supplies	\$ 2,000	\$ 972	\$ 2,972
100-38.9010 Miscellaneous Income	\$ 28,213	\$ 972	\$40,872

ADOPTED in legal assembly this _____ day of _____, 2011.

CITY OF ST. MARYS, GEORGIA

By: _____
William T. DeLoughy, Sr., Its Mayor

Attest: _____
Darlene M. Roellig, Its City Clerk

Approved as to Form

City Attorney

CITY COUNCIL MEETING

November 21, 2011

TITLE: Valic Match

PURPOSE: Increase Budget.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: Council voted to re-implement the Valic Match for the City Employees starting July 1, 2011, which has been put in place. The original estimate given to Council was \$30,000; however, the total cost for the Match is \$85,217 yearly. The City has \$50,347 in forfeited funds due to non-vesting of employees. The forfeited amounts will be used to offset the cost of the employee match, leaving \$34,870 (\$85,217-\$50,347) due for the year. The General and Water/Sewer Fund match will be covered by fund equity. Aquatic Center Fund match will be transferred from Health and Dental Expense.

Department

Director: _____

Jenny B

City

Manager: _____

[Signature]

AN ORDINANCE TO AMEND THE FISCAL YEAR 2012
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 increase valic expense to cover the re-implementation of employee match.

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

<u>Budget Account</u>	<u>Adopted Budget</u>	<u>Net Change</u>	<u>Proposed</u>
See Attached			

ADOPTED in legal assembly this 21st day of November, 2011.

CITY OF ST. MARYS, GEORGIA

By: _____
William T. DeLoughy, Sr., Its Mayor

Attest: _____
Darlene M. Roellig, Its City Clerk

Approved as to Form

City Attorney

AN ORDINANCE TO AMEND THE FISCAL YEAR 2012
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

Valic

	Budget Account	Adopted Budget	Net Change	Proposed
Legislative	100-51100-51.2400	\$ 4,624.00	\$ 637.00	\$ 5,261.00
Finance	100-51510-51.2400	\$ 25,155.00	\$ 1,641.00	\$ 26,796.00
IT	100-51535-51.2400	\$ 3,938.00	\$ 418.00	\$ 4,356.00
Police	100-53210-51.2400	\$ 57,583.00	\$ 10,821.00	\$ 68,404.00
Fire	100-53510-51.2400	\$ 36,578.00	\$ 6,490.00	\$ 43,068.00
Public Works	100-54100-51.2400	\$ 26,886.00	\$ 6,941.00	\$ 33,827.00
Library	100-56510-51.2400	\$ 6,992.00	\$ 1,665.00	\$ 8,657.00
Building	100-57210-51.2400	\$ 3,243.00	\$ 653.00	\$ 3,896.00
Planning	100-57410-51.2400	\$ 3,845.00	\$ 683.00	\$ 4,528.00
Economic Dev	100-57520-51.2400	\$ 1,275.00	\$ 405.00	\$ 1,680.00
Fund Equity	100-38.0001	\$ 61,664.00	\$ 30,354.00	\$ 92,018.00
Sewer	505-54310-51.2400	\$ 28,175.00	\$ 3,022.00	\$ 31,197.00
Water	505-54410-51.2400	\$ 20,163.00	\$ 1,285.00	\$ 21,448.00
Fund Equity	505-38.0001	\$ 485,200.00	\$ 4,307.00	\$ 489,507.00
Aquatic	555-56110-51.2400	\$ 2,331.00	\$ 216.00	\$ 2,547.00
Health/Dental	505-56110-51.2105	\$ 9,555.00	\$ (216.00)	\$ 9,339.00

CITY COUNCIL MEETING

November 21, 2011

TITLE: Alcohol Revenue

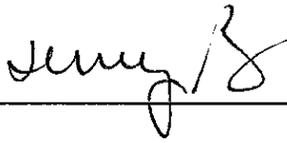
PURPOSE: Adjust Alcohol Beverage Excise Tax

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: When preparing the FY12 Budget, Alcohol Beverage Excise Tax was increased \$27,000 for the additional tax per drink. This tax has not been implemented. It is necessary to decrease the revenue to reflect the non-collection of the tax.

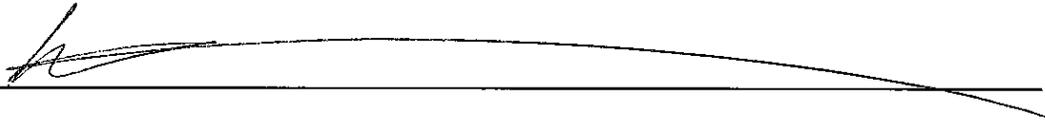
Department

Director:



City

Manager:



AN ORDINANCE TO AMEND THE FISCAL YEAR 2012
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 move funds to provide for the revenue shortage for Alcohol Beverage Excise Tax.

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>
100-31.4200 Alcohol Beverage Excise Tax	\$ 222,000	-\$27,000	\$195,000
100-51510-57.9100 Contingency	\$145,000	-\$27,000	\$118,000

ADOPTED in legal assembly this 21st day of November, 2011.

CITY OF ST. MARYS, GEORGIA

By: _____
William T. DeLoughy, Sr., Its Mayor

Attest: _____
Darlene M. Roellig, Its City Clerk

Approved as to Form

City Attorney

CITY COUNCIL MEETING

November 21, 2011

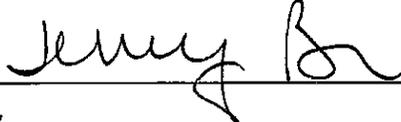
TITLE: Building/Planning Fulltime Position and Floater Position

PURPOSE: Move funds to cover approved positions

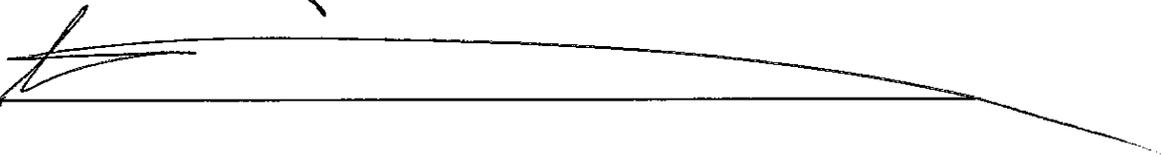
RECOMMENDATION: Approval.

HISTORY/ANALYSIS: Council has approved returning the Administrative Assistant position in Building and Planning to fulltime. Council also approved a part-time Floater position. Funds within the existing budget need to be moved from Building Salaries to cover these positions.

Department

Director: _____ 

City

Manager: _____ 

AN ORDINANCE TO AMEND THE FISCAL YEAR 2012
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 move funds to cover the approved positions of Building/Planning fulltime Administrative Assistant and the part-time Floater position.

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>
100-57410-51.1100 Planning Regular Employees	\$ 103,292	+\$ 5,705	\$ 108,997
100-57410-51.2200 Planning Social Security (FICA)	\$ 8,017	+\$ 437	\$ 8,454
100-57410-51.2105 Planning Group Health/Dental	\$ 18,771	+\$ 1,333	\$ 20,104
100-57210-51.2105 Building Group Health/Dental	\$ 9,864	+\$ 1,333	\$ 11,197
100-51300-51.1100 Executive Regular Employees	\$ 135,254	+\$ 11,747	\$ 147,001
100-51300-51.2200 Executive Social Security (FICA)	\$ 10,386	+ \$ 900	\$ 11,286
100-57210-51.1100 Building Regular Employees	\$ 88,596	- \$ 21,455	\$ 67,141

ADOPTED in legal assembly this 21st day of November, 2011.

CITY OF ST. MARYS, GEORGIA

By: _____
William T. DeLoughy, Sr., Its Mayor

Attest: _____
Darlene M. Roellig, Its City Clerk

Approved as to Form

City Attorney

CITY COUNCIL MEETING

November 21, 2011

TITLE: Damages to Police Department

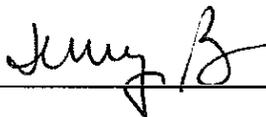
PURPOSE: Record Insurance Reimbursement

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The sprinkler system in the Police Department was accidentally set off causing water damage to the offices. It is necessary to increase Building Repair expense by \$10,843.27 to cover the necessary repairs. The city's insurance carries a \$5,000 deductible, and has received \$5,843.27 from the insurance company. Miscellaneous revenue will be increased \$5,843.27 to record the insurance reimbursement received, and Contingencies expense will be decreased \$5,000 for the deductible amount.

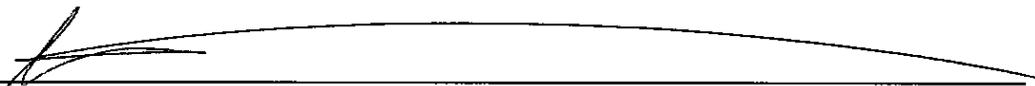
Department

Director: _____



City

Manager: _____



AN ORDINANCE TO AMEND THE FISCAL YEAR 2012
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 record insurance reimbursement and increase the expense account to cover repairs completed at the Police Department due to water damage.

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>
100-53210-52.2221 Police Department - Building Repairs	\$ 5,081	+\$10,843	\$ 15,924
100-51510-57.9100 Finance - Contingencies	\$150,000	-\$ 5,000	\$145,000
100-38.9010 Miscellaneous Revenues	\$ 28,213	+\$ 5,843	\$ 34,056

ADOPTED in legal assembly this 21st day of November, 2011.

CITY OF ST. MARYS, GEORGIA

By: _____
William T. DeLoughy, Sr., Its Mayor

Attest: _____
Darlene M. Roellig, Its City Clerk

Approved as to Form

City Attorney

CITY COUNCIL MEETING

November 21, 2011

NEW BUSINESS: ORDINANCE FOR THE REMOVAL AND DEMOLITION OF 1007 WHEELER STREET

PURPOSE: Robin & William Kicklighter, Jr., 7216 Blythe Island Highway, Brunswick, GA 31523 – The City of St. Marys is requesting an ordinance to be enacted pursuant to the City of St. Marys Nuisance Abatement Code providing for the demolition and removal of the dilapidated structure located at 1007 Wheeler Street, tax parcel S29-09-005; to provide for the imposition of a lien for demolition costs; and other purposes.

RECOMMENDATION: The Planning Department recommends approval of the ordinance requiring the removal and demolition of the property.

HISTORY/ANALYSIS: On August 31, 2011 the property owner received a letter from the City of St. Marys regarding property complaints received for 1007 Wheeler Street. The letter stated a Public Hearing would be held on September 29, 2011 to determine if the structure was fit for occupancy.

On September 16, 2011, Mr. Kicklighter came to the Planning & Building Department and spoke with Roger Weaver, the Planning Director, stating he did not have the funds to repair or remove the structure. He was in agreement to have the City remove the structure understanding a lien in the amount of the cost to remove the structure will be attached to the property.

On September 29, 2011 the City of St. Marys held a Public Hearing regarding the property at 1007 Wheeler Street to determine if the dwelling is unfit for human habitation. Per Section 46-104 of the St. Marys Ordinance, as designated Hearing Officer, Roger Weaver received the report from the Building inspector, Jerry Sizemore, and determined that the structure was uninhabitable and issued an order for immediate demolition.

On October 5, 2011, the City of St. Marys Planning Department mailed an Order from the Hearing Officer to the property owner stating the dwelling, all ancillary structures, and debris on the property was to be immediately and totally removed on or before the close of business on November 4, 2011. The letter stated that lack of action towards the complete and total demolition of the structures on or before the date and time noted will result in the City removing the structures and placing a lien on the property.

The letter stated after November 4, 2011, should the property owner and/or the parties in interest fail to comply with this order to remove or demolish the structures, the Planning Director shall cause such *“dwelling, building or structure to be vacated, demolished, removed or repaired; however, that duty shall not be exercised until the Mayor and Council, by ordinance containing an appropriate legal description, has ordered the director to effectuate the purpose of this article with respect to a particular property.”* Ordinance Section 46-106.

This Ordinance approval is the next step in the process of the City removing the structure.

Attachments: *Order from the Hearing Officer & Photos*

Department Director: _____

Roger A. Weaver, Planning & Building Director

City Manager: _____

Steven S. Crowell, Jr., City Manager

1007 WHEELER STREET



AUGUST 26, 2011

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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:

William DeLoughy, Mayor
Greg Bird, Councilman, Post 1
Deborah Hase, Councilwoman, Post 2
Chuck Trader, Councilman, Post 3
Keith Post, Councilman, Post 4
John Morrissey, Councilman, Post 5
Sidney Howell, Councilman, Post 6

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

Be it, and it is, hereby ordained by the Mayor and Council of the City of St. Marys, this 21st day of November, 2011, the Code of Ordinances, City of St. Marys, Georgia is hereby amended to read as follows:

**AN ORDINANCE ENACTED PURSUANT TO THE CITY OF ST. MARYS
NUISANCE ABATEMENT CODE PROVIDING FOR THE DEMOLITION AND
REMOVAL OF A DILAPIDATED STRUCTURE; TO PROVIDE FOR THE
IMPOSITION OF A LIEN FOR DEMOLITION COSTS; AND OTHER PURPOSES.**

WHEREAS, on the 22nd day of *May, 2000*, the Mayor and Council for the City of St. Marys enacted an ordinance known as the *City of St. Marys Nuisance Abatement Code*; and

WHEREAS, certain property lying within the City of St. Marys has been inspected and a structure located thereon has been found and determined, pursuant to such ordinance, to be unfit for either human habitation or for current commercial, industrial, or business use; and

WHEREAS, it is further found and determined by the City's Building Official that the structure cannot be repaired or altered so as to render it for for human habitation or current commercial, industrial, or business use; and

WHEREAS, such structure has been found and determined to be a nuisance; and

WHEREAS, in order to preserve and protect the safety and welfare of the citizens of the City of St. Marys, it is necessary to demolish such structure and remove it from the realty upon which it is located; and

WHEREAS, the owner of such property has, pursuant to the terms of the ordinance, has been provided with notice to take corrective action and such owner or owners have failed to do so.

1 **NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED** by the Mayor and Council for
2 the City of St. Marys that:

3
4 The dwelling, building or structure located on the following described realty is hereby condemned:

5 Robin & William Kicklighter

6 Tax Parcel S29-09-005

7 1007 Wheeler Street

8 St. Marys, GA 31558

9 The City Manager is hereby authorized to effectuate the provisions of the St. Marys Nuisance
10 Abatement Ordinance by having the structure located on the above-referenced property demolished
11 and the debris removed by the City's Public Works Department.

12
13 The City Clerk is hereby authorized to file in the Camden County public real estate records a Notice
14 of Lien upon the above-described realty in an amount equal to the cost incurred in demolishing the
15 said dilapidated structure and the removal of the debris.

16
17 **SO ORDAINED** this 21st day of November, 2011.

18
19
20 This Amendment shall become effective upon passage.

21
22 **ST. MARYS CITY COUNCIL**
23 **ST. MARYS, GEORGIA**

24
25
26 WILLIAM T. DELOUGHY, MAYOR
27 **ATTEST:**

28
29
30 DARLENE M. ROELLIG, CITY CLERK
31 **CITY OF ST. MARYS, GEORGIA**

32 **TO FORM**

33
34
35 _____
36 **CITY ATTORNEY**
37

CITY COUNCIL MEETING

November 21, 2011

TITLE: MJG AMIGOS ENTERPRISES. 2011 AND 2012 NEW ALCOHOL LICENSES:
Advertise a Public Hearing

PURPOSE: Council consideration to advertise for a public hearing for a beer, wine license and spirituous liquor license.

RECOMMENDATION: Approval to advertise for the public hearing on December 5, 2011 at 6:00 p.m. prior to the City Council meeting in the Council Chamber at City Hall.

HISTORY/ANALYSIS: Refugio Marquez has made application for an alcohol license for Mi Casa Restaurant for the sale of beer, wine and spirituous liquor, on-premises, without food. The business is located at 765 Kings Bay Road and is being leased from Christopher Kolgaklis.

Department

Director:



City

Manager:





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

**NOTICE OF PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE**

The City of St. Marys, Georgia has received an application for an alcohol beverage license from "MJG Amigos Enterprises, LLC D/B/A Mi Casa Restaurant and Bar" located at 765 Kings Bay Road, for sale of beer, wine and spirituous liquor, on-premise consumption with food. Notice is hereby given that a Public Hearing on this application is scheduled on Monday, December 5, 2011 at 6:00 p.m. prior to the City Council meeting in the Council Chamber at City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

Darlene M. Roellig, City Clerk

PLEASE RUN: November 26 & December 2, 2011

P.O. #60819

CITY COUNCIL MEETING

November 21, 2011

TITLE: Hiring of a Part Time Firefighter.

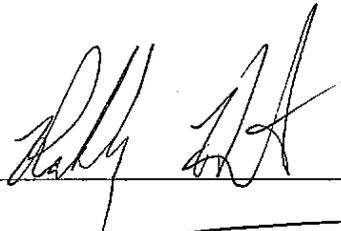
PURPOSE: To maintain staffing levels to comply with the grant staffing level.

RECOMMENDATION: It is my recommendation to fill these positions.

HISTORY/ANALYSIS: The Fire Department currently has three positions that are staffed by Part Time Firefighters. Each position has four part time employees that are assigned to fill that position. These restrictions are due to the Grant Criteria that we have to maintain. We have had one resignation of a Part Time employee and two that are unable to work due to medical issues. We have several instances where we cannot fill the position because we have no part time employees available to work and it requires a full time employee to fill the position to maintain our staffing levels, also a requirement of the Grant and by doing this creates an additional Overtime expense. So by hiring another part time employee to fill the vacancy we are able to hold down our overtime costs.

Department

Director: _____



City

Manager: _____



CITY COUNCIL MEETING

November 21, 2011

TITLE: Section 125 Flexible Spending Account

PURPOSE: To establish a Section 125 Flexible Spending Account (FSA) for City employees and contract with Total Administrative Services Corporation (TASC) to administer the plan.

RECOMMENDATION: After reviewing five proposals from third-party administrators, staff recommends contracting with Total Administrative Services Corporation (TASC) to implement and administer the City's FSA Plan.

HISTORY/ANALYSIS: The City's current Section 125 Cafeteria Plan is a Premium Only Plan (POP), which gives employees the option of paying for their share of the cost of benefits (health, dental, vision) premiums with pre-tax dollars through salary deduction. Employees benefit by reducing their Federal, State, and FICA taxes and the City benefits by reducing the 7.65% employer FICA tax. Colonial Life provides our POP.

We would like to include a Flexible Spending Account under our Section 125 Cafeteria Plan. An FSA plan offers the same benefit as a POP plan, but also allows an employee to set aside a portion of his or her earnings to pay for qualified expenses such as medical and dependent care expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in additional payroll tax savings to both the employee and City.

Employee Risks: There is a "use it or lose it" rule that applies to Flexible Spending Accounts. It is important that the participating employee estimates the expenses they think they will incur during the year very carefully. If the employee over-estimates their election and is not able to use up all the money by the end of the plan year the employee loses that money. The City would retain any left over money. Representatives will work closely with employees to help avoid over-estimating.

City Risks: Employees are credited their entire FSA election at the beginning of the plan year. An employee could use their entire election before the end of the plan year. This allows an employee to incur an expense that is greater than what he/she has had withheld from their paycheck. Therefore, the employee could have a negative balance in their FSA during the plan year. If that employee terminates employment with the City while having a negative balance, the City would be responsible for the shortage in the account. In most cases there are usually some employees who do not use all of their election by the end of the plan year. This money is forfeited and the City retains that money, which will cause a wash if an employee had left the City with a negative balance.

Staff received proposals from five third-party administrators and TASC provided the lowest overall cost. TASC will manage all aspects of administration of our FSA Plan from writing the plan document and summary plan description to completing required annual IRS reporting. TASC also utilizes a debit card so employees will not be required to pay out-of-pocket, and then wait to be reimbursed.

CITY COUNCIL MEETING

November 21, 2011

Fiscal Impact: Depending upon employee participation, there could be little to no fiscal impact to implement an FSA. The first year cost would be approximately \$1560, assuming we have 21 employees (or 15%) participating. Those 21 employees would need to contribute an average of \$970 annually to their flex account to cover the cost of administration. As an example, if an employee earning \$30,000 contributes \$1000 to their flex account, they would see an annual savings of \$227 and the City would save \$77. This amount would vary depending on individual Federal/State tax bracket. Funding to implement the FSA can be covered by currently budgeted funds available in the Human Resources budget, due to an unexpected savings in the cost for our Employee Assistant Program.

Department Director: Donna M. Tolson

City Manager: _____

City of St. Marys
FSA Plan Comparisons

	AmeriFlex				TASC				BCBS				Aetna				Eflex							
	monthly cost	1st yr cost	2nd year cost	Years 1-5 total cost	monthly cost	1st yr cost	2nd year cost	Years 1-5 total cost	monthly cost	1st yr cost	2nd year cost	Years 1-5 total cost	monthly cost	1st yr cost	2nd year cost	Years 1-5 total cost	monthly cost	1st yr cost	2nd year cost	Years 1-5 total cost				
Account Set up Fee (one-time)	300.00				300.00				400.00				450.00	575.00			575.00							
Annual Renewal Fee	175.00				100.00				0.00				275.00	575.00			575.00							
Monthly Fees pepmt *	4.95				5.00				6.40				6.25	5.25			5.25							
monthly min. fee	75.00				100.00				60.00				50.00	75.00			75.00							
15% participation (21cc)	103.95	1547.40	1422.40	7237.00		105.00	1550.00	1350.00	7090.00		134.40	2012.80	1512.80	8464.00		131.25	2025.00	1850.00	9425.00		110.25	1898.00	1898.00	9490.00
25% participation (35cc)	173.25	2379.00	2254.00	11395.00		175.00	2400.00	2200.00	11200.00		224.00	3098.00	2598.00	13840.00		218.75	3075.00	2900.00	14675.00		183.75	2780.00	2780.00	13900.00
50% participation (70cc)	346.50	4658.00	4833.00	21790.00		350.00	4500.00	4300.00	21700.00		448.00	5776.00	5376.00	27260.00		437.50	5700.00	5525.00	27800.00		367.50	4985.00	4985.00	24935.00

NOTES:

- * Monthly fees for each provider include debit card for FSA purchases
- 1st year costs include the one-time set up fee
- ♦ 2nd year & years 1-5 costs all include the renewal fee

CITY COUNCIL MEETING

November 21, 2011

TITLE: Camden County Employee Health Clinic Participation.

PURPOSE: This agenda item will be to obtain approval from the City Council to proceed as summarized in the attached memorandum to participate in the Camden County Health Clinic.

HISTORY/ANALYSIS: The County is considering locating a second Employee Health Clinic in the southern part of the County. Should the County do so, there is an opportunity for the City of St. Marys to participate with the County in the health clinic. The six month estimated cost to participate in the Clinic is approximately \$11,000 with an additional; \$2, 000 for wellness education and training for a total expenditure request of \$13,000.

The County is considering a January or February 2012 implementation of the south clinic. If the City were to participate with the County in the health clinic, then there is a need for sufficient implementation time and a need to notify and educate St. Marys' employees about the availability of the clinic. If for some reason the County does not proceed with implementing a southern clinic, then I think the cost of participating in a health clinic would be prohibitive at this time.

The City's insurance broker thinks that participation in the County Employee Health Clinic will help to reduce City health claims, thus hopefully reducing health premiums in amount greater than the cost to participate in the County Employee Health Clinic. Our current provider Blue Cross and Blue Shield has not yet indicated that we can anticipate a lower (or not increased as much) premium if the City participates in a health clinic. Staff has not, but could, survey employees to get an estimate of anticipated usage of the clinic if an Employee health Clinic were available in the vicinity of St. Marys.

The immediate benefit to St. Marys' employees who use the Health Clinic would be the elimination of the co-pay and discounts on medications. As stated, the long term goal would be to reduce the City's health premiums. Any savings would not likely occur until the following insurance renewal period (provided the clinic is in operation for a sufficient period of time to

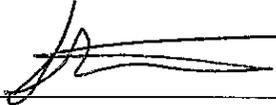
develop a claims history). I would also note that some of our larger health expenses are associated with more serious health claims which would continue to be covered by Blue Cross and Blue Shield, thus perhaps limiting some of the opportunity for savings through the clinic.

See attached Memorandum for additional details.

Department

Director: _____

City

Manager:  _____



MEMORANDUM

To: Mayor and City Council

From: Steven S. Crowell, Jr.

Date: November 9, 2011

CC:

Subject: Employee Health Clinic

Camden County is considering locating a second Employee Health Clinic in the southern part of the County. Should the County do so, there is an opportunity for the City of St. Marys to participate with the County in the health clinic. The six month estimated cost to participate in the County Clinic is approximately \$11,000 with an additional; \$2, 000 for wellness education and training for a total expenditure request of \$13,000.

Donna Folsom and I had a chance to discuss the County Employee Health Clinic with County staff and to tour the County Clinic. Essentially, the clinic provides the services any primary care physicians would provide, with a focus on wellness. The County Health Clinic also provides incentives for medications. Although there are many advantages to an employee health clinic, one advantage to County employees is that they are not required to pay a co-payment when they use the County Employee Health Clinic. The clinic is for the more "routine" health issues, not the major or more complicated health issues (i.e. we would still have Blue Cross and Blue Shield as the major health provider).

The cost for the City of St. Marys to participate in the County Employee Health Clinic is approximately \$1,807.29 per month; however, this amount would fluctuate based on actual usage by St. Marys' employees (see Attachment 1).

The City's insurance broker thinks that participation in the County Employee Health Clinic will help to reduce City health claims, thus hopefully reducing health premiums in amount greater than the cost to participate in the County Employee Health Clinic. The City has a fully insured plan through Blue Cross and Blue Shield (whereas the County's plan is a self-insured plan). Our current provider Blue Cross and Blue Shield has not yet indicated that we can anticipate a lower (or not increased as much) premium if the City participates in a health clinic. Staff has not, but could, survey employees to get an estimate of anticipated usage of the clinic if an Employee health Clinic were available in the vicinity of St. Marys.

The immediate benefit to St. Marys' employees who use the Health Clinic would be the elimination of the co-pay and discounts on medications. As stated, the long term goal would be to reduce the City's health premiums.

The cons associated with implementation of the health clinic include the inability to quantify savings at this time, and there might be some opposition expressed about the City participating in a "private venture" (i.e. competing with private doctors). There would also be a delay in any potential savings as further noted below.

In 2010, the City considered the feasibility of working with TransformHealthRX, a private company, to develop an employee health clinic (see Attachment 2). The cost to operate the clinic at that time was \$3,500 per month; with a start-up cost of \$20,000; and expenses related to build out (such as furniture, fixtures and equipment) of the building. Based on health premiums of \$1,293,853 at the time (our current health premium is approximately \$1,009,188), the anticipated savings were \$120,544; HOWEVER, this somewhat of a misnomer. The savings identified are the "cost of services if billed to Your Medical Plan." The real savings, not identified, is the reduction in premium medical plans (Blue Cross Blue Shield) would implement if an employee clinic were established and used.

As stated above, Blue Cross Blue Shield will not provide a commitment to reduce rates if an employee health clinic is established (although other providers have done so in similar situations). Thus, any savings would not likely occur until the following insurance renewal period (provided the clinic is in operation for a sufficient period of time to develop a claims history). I would also note that some of our larger health expenses are associated with more serious health claims which would continue to be covered by Blue Cross and Blue Shield, thus perhaps limiting some of the opportunity for savings through the clinic.

The County is considering a January or February 2012 implementation of the south clinic. If the City were to participate with the County in the health clinic, then there is a need for sufficient implementation time and a need to notify and educate St. Marys' employees about the availability of the clinic. If for some reason the County does not proceed with implementing a "southern clinic," then I think the cost of participating in a health clinic would be prohibitive at this time.

Staff also recommends allocating up to \$2,000 in additional funding (depending on the health clinic fluctuation amount noted above) to implement a wellness program. Implementation of a wellness program will also help to reduce health premium costs. Total annual program costs for participating in the County Employee Health Clinic ($\$1,807.29 \times 12 \text{ months} = \$21,687.48$) and with the wellness program (\$2,000) would be \$23,687. Costs for six months would be approximately \$10,844 ($\$1,807.29 \times 6 \text{ months} = \$10,843.74$) for a total, with the wellness component, of \$12,844 (rounded off to \$13,000). These amounts could fluctuate depending on the amount of usage of the clinic by St. Marys employees. If the amount of participating in the Health Clinic is higher than anticipated, we could reduce the wellness portion of the expenditure in order to attempt to stay within the \$13,000 budget (which is approximately 1.3% of the total health premium). There may be some "in kind" types of contributions the City could offer as well to help offset initial costs. If we decide to continue to participate in the clinic program, we would budget future amounts accordingly.

I have attached a historical summary of our health (and dental) premiums (see Attachment 3). I would note that for this year, we received an initial premium quote from Blue Cross and Blue Shield of approximately \$1,400,000. Upon receipt of this information, the City decided to go to a POS (point of service) plan with higher co-pays and deductibles than previous years. The POS plan is a new offering in St. Marys this year; we do not yet know if the POS plan will be offered next year. I have also enclosed a historical summary of our co-pays and deductibles (Attachment 4).

I have also attached (Attachment 5) an article of a local organization which had success with an employee health clinic. Staff has contacted the firm to ascertain their interest (and cost) in allowing the City to participate in their clinic. We have not yet received a formal response.

Again staff does not have a firm commitment from Blue Cross and Blue Shield to reduce the premium this year or next year, but experts in the field of insurance contemplate that the health clinic will help to control costs (and eventually reduce health premiums). We would certainly monitor the usage by employees and ascertain the impact of the clinic on health premiums, adjusting or eliminating participation as conditions warrant.



Support Services Meeting Notes

Date: September 22, 2011

St. Marys Cost Projections

The following scenario is based on 30 City employee clinic visits per month. The **fixed** costs include: physician/nurse costs and malpractice liability insurance. The **variable** costs include medical supplies and the limited generic formulary. *Please note, this is a projection only and will fluctuate monthly based on communication of availability and usage of the clinic and formulary.*

Monthly Fixed Costs	\$1,461.29
Monthly Variable Costs	<u>\$346.00</u>
Total Monthly Costs	\$1807.29

TRANSFORM HEALTH ^{Rx}

We have a better way.



City of St. Marys

Proposal for a Transformative Health Program

HEALTHCARE HAS TO CHANGE –

Transform, not reform is the obvious path.

**1221 Merchants Way, Suite 302
Statesboro, Georgia 30458**

800-920-4185

www.TransformHealthRx.com

1: Pricing and Budget Projections

Proposal

TransformHealthRx has prepared this proposal specifically for you based on averages for a plan of 152 employees with an annual plan cost of \$1,293,853. We have a very straightforward pricing model. TransformHealthRx charges a \$3500 monthly access fee which covers managing the delivery of healthcare services, health risk assessments and back-office infrastructure. The remaining operational costs are provided without markup in a completely transparent manner. TransformHealthRx uses its' industry size and contacts to negotiate the best possible services at the best possible price and pass these savings directly to you.

For City of St. Marys we propose a wellness center that will be open 2 days per week for the employees and their dependents. One day is fully staffed by a Physician/and or Physician extender, nurse, and support staff. The other one day is staffed by the nurse who focuses on chronic individuals. The center will provide traditional primary care services as well as full administration of the **TOP** program.

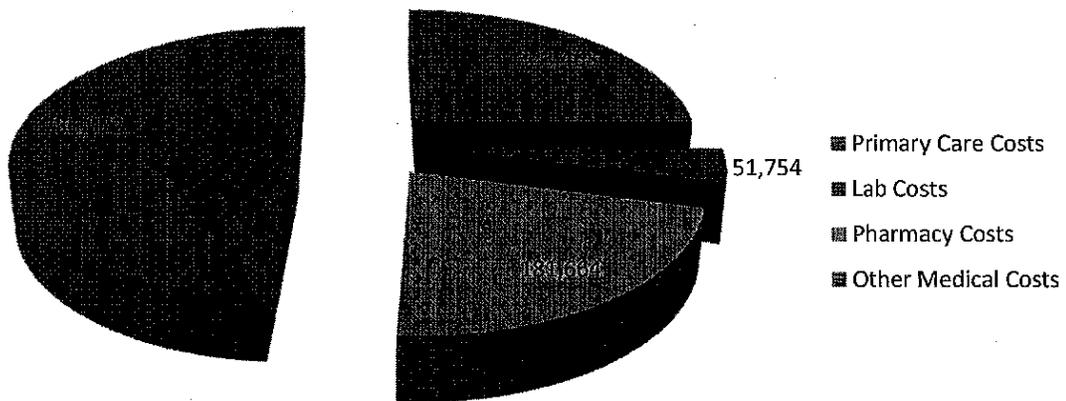
The client is responsible for basic buildout, office furniture, phones and internet activity. There is a onetime start up cost of \$20,000.

What are you spending now?

First, we need to determine the amount of costs that can be impacted by your Health and Wellness Center. These include basic primary care, labs, and pharmacy which represent 51% of your total plan.

- Primary Care Costs represent 25% of your plan or \$323,463.
- Lab Costs represent 4% of your plan or \$51,754.
- Pharmacy Costs represent 22 percent of your plan or \$181,664.

Your Total Plan Costs are \$1,293,853.

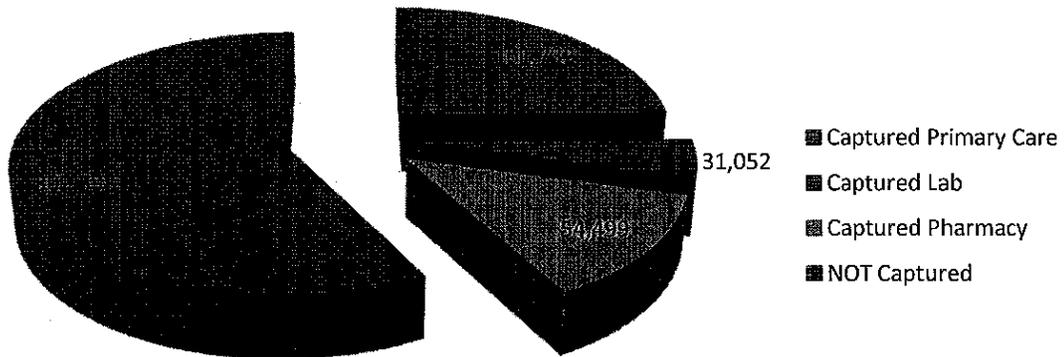


How much of these costs can be captured?

Next, we need to determine the amount of costs that can realistically be captured through the Health and Wellness Center.

- Our goal is to capture 50% of Primary Care Costs or \$161,732.
- Our goal is to capture 60% of Lab Costs or \$31,052.
- Our goal is to capture 30% of Pharmacy Costs or \$54,499.
- The remaining costs may be impacted based on plan design and participation.

Total Impacted Costs are \$556,881.

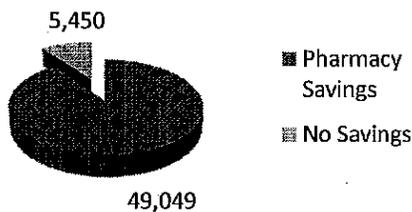


How much can you save?

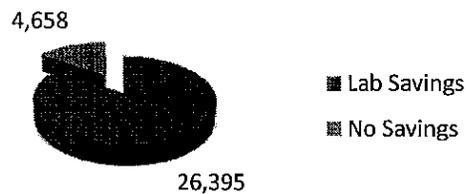
Finally, to determine your potential savings we need to calculate the difference between performing these services thru an outside provider or thru your Health and Wellness Center.

- Expect a 90% savings on Captured Pharmacy or \$49,049.
- Expect an 85% savings on Captured Labs or \$26,395.

Pharmacy Savings



Lab Savings



In addition to savings on Labs and pharmacy, there are additional savings on primary care services. The clinic operates at a fixed cost. The costs of all services performed at the wellness center are included in that price. If those same services are performed outside the center they will be billed directly to your insurance plan at your standard plan rates. Major savings occur from the difference in the price under your plan and the cost to operate your Center.

Cost of services if billed to your Medical Plan would be \$247,283.

Health and Wellness Center Budget

Although costs can vary on a monthly basis we have prepared a budget projection of the costs to operate your **TOP** program and Health and Wellness Center.

Annual Expected Costs	
Pass-Thru Pharmacy Costs	\$5,450
Pass-Thru Lab Costs	\$4,658
Supplies	\$1,824
Provider	\$52,000
Nursing	\$20,800
Med Asst	\$0
TransformHealthRx Access Fee (\$3500/month)	\$42,007
*Projected Costs	\$126,739
*Costs do not include one-time setup fee.	
Monthly Expected Costs	
Pass-Thru Pharmacy Costs	\$454
Pass-Thru Lab Costs	\$388
Supplies	\$152
Provider	\$4,333
Nursing	\$1,733
Med Asst	\$0
TransformHealthRx Access Fee (\$3500/month)	\$3,500
*Projected Costs	\$10,562

Optional HRA Costs	
Participation (Employees)	137
Costs of Labs (\$13 PE)	\$1,781
Costs Per Printed Risk Assessment (\$8 PE)	\$1,096

Center Staffing Matrix	
Provider	Number of hours weekly
Physician or Physician Extender	8
Nurse	16
Medical Assistant	0

Expected Savings	
Cost of Services if Billed to Your Medical Plan	\$247,283
Less: Total Cost to Operate the Health and Wellness Center	\$126,739
Your Projected Savings	\$120,544

Center Startup Costs	
One time Start up fee	\$20,000

Total Health/Dental 2007 to 2012

	Total Preimun Health/Dental	Insured	Average Per insured	Percentage Increase
FY 2007	\$ 801,767.24	124	\$ 6,465.86	
FY 2008	\$ 1,046,218.97	141	\$ 7,419.99	14.8%
FY 2009	\$ 947,706.67	119	\$ 7,963.92	7.3%
FY 2010	\$ 1,028,591.62	123	\$ 8,362.53	5.0%
FY 2011	\$ 1,103,364.06	117	\$ 9,430.46	12.8%
FY 2012	\$ 1,109,636.74 *	107	\$ 10,370.44	10.0%

* Estimated Expense

City of St. Marys

Employee Co-pays and Deductions

Plan	2007 PPO	2008 PPO	2009 PPO	2010 PPO	2011 POS	
Co-pay/Deductible	\$20/\$300	\$30/\$500	\$25/\$500	\$40/\$1000	\$40/\$1500	Increase
Family	\$ 741	\$ 741	\$ 835	\$ 840	\$ 916	24%
Emp. Only	\$ 317	\$ 317	\$ 357	\$ 359	\$ 394	
Total Insured	124	141	119	123	107	

Employers see advantages of onsite health clinics

They find it saves everyone money in the long run

Posted: February 16, 2009 - 5:15pm



RICK WILSON/The Times-Union

Consultant Brian Klepper (left) talks with Thomas Bailey outside the Transport Workers Union Local 526 medical clinic, in the same building as the union hall in St. Marys, Ga.

By Jeremy Cox

ST. MARYS, Ga. — Socked by rising health-insurance premiums, a union representing many of the civilian laborers at Kings Bay Naval Submarine Base decided last year to go into the health-care business for itself.

After putting about \$60,000 into remodeling an unused portion of its union hall, the Transportation Workers Union Local 526 officially opened its clinic to patients last month. The clinic provides the union's 400 members and their families with routine medical care, health-management counseling, generic medicines and some lab exams — all for free.

If that sounds like a luxury, consider this: The annual cost of running the clinic is expected to be \$310,000, about what the union pays in premiums for one month.

Directing workers to a doctor in-house rather than in-network should reduce insurance claims, leading to lower premiums, said Robert Payne, the union's president. In addition, workers may be enticed to seek care more regularly because of the removal of headaches like co-pays and time-consuming, crosstown trips.

Could this be the future of employer-based health care?

In a way, it already is: Large factories have run on-site or near-site clinics for decades, but their services traditionally have been the stuff of patching injuries and handling workers' compensation issues. With the blanket of insurance becoming more and more threadbare, a

new breed of clinic has emerged in recent years, catering to smaller, often white-collar employers and going beyond mere occupational care, experts say.

"Over the last few years with the wellness initiative and health costs getting totally out of control, employers are putting their foot down and trying to manage risks," said Will Montoya, president of Montoya Brower and Associates, an employer benefits firm based in Ponte Vedra Beach. "More people are starting to realize that a company doctor can be beneficial in the long term because they can be the quarterback of a company's longterm health-care needs."

Last March, 29 percent of large companies in one survey said they already have a clinic or planned to have one by 2009. That was up from 27 percent in 2006, according to the Watson Wyatt/National Business Group on Health research.

Many are drawn by the promise of saving money. Six months after opening a clinic in July 2007, the city of Port St. Lucie saw its \$443,000 investment result in more than \$1.3 million in health plan savings, said Brian Klepper, a consultant for WeCare TLC, the clinic vendor based near Orlando that manages Port St. Lucie's facility.

"The employer is doing an end-around on the health plan," Klepper said.

Klepper, a health-care heavy hitter who lives in Atlantic Beach, spent the first seven years of this decade advocating for national health-care reform before becoming disillusioned over the power wielded by special interests in Washington. Since then, he has jumped on board the worksite-clinic movement with gusto, writing several posts on influential health blogs and articles for trade publications.

The rule of thumb is that a company should have at least 750 employees before considering an on-site clinic, but one has been set up for as few as 62 workers. They may be open as little as a few hours a week up to a regular five-day-a-week schedule. Some are free to employees; others charge a nominal fee.

A third of the Fortune 500 companies have clinics and that number is growing, Klepper said. That growth, however, has slowed recently along with the economy, according to a January article in the publication *Modern Healthcare*, citing nationwide reports of postponed or scaled-back clinic projects.

Jacksonville-based IMC HealthCare is bucking that trend, said Don Stubbs, senior vice president of business development. The turnkey clinic vendor has experienced a slight uptick in business as chief financial officers look for ways to trim costs, he said.

IMC's quarter-century of business has followed the arc of the workplace clinic's evolution. It began offering occupational health services at power plants along the St. Johns River. Then, it expanded to include urgent care for minor ailments like migraines and common colds.

Over the past decade, the company has begun offering clinics staffed by full-time physicians with care on what Stubbs called a "full-blown scale," including routine physicals, wellness programs and management of chronic illnesses like diabetes. The client list has grown to include the Campbell's Soup Co., Frito-Lay and Liz Claiborne, and range from firms with 300 to 10,000 employees.

"They've found that [they benefit] not just from the cost of the particular encounter, but if they keep their people well and motivated they get higher results from their employees," Stubbs said.

While it sits in the same building as a union hall, the Transportation Workers Union clinic looks and operates like any other clinic Ā with a few notable exceptions. For one, there is no billing department. (No one is being charged anyway.) And there is no room given over to shelves of medical records. (That's because everything is done electronically.)

The WeCare-run clinic is open four days a week for a total of 22 hours. Its staff consists of Pam Evans, a registered nurse, and Thomas Bailey, a doctor who commutes from his home in Ponte Vedra Beach. They hope to hire a nurse practitioner to see children soon.

The clinic is geared toward primary care. But even if Bailey has to refer a patient to a specialist Ā like, say, a cardiologist Ā he will help coordinate the person's care with the other doctor, Klepper said.

With insurance companies removed from the mix, Bailey said, "It's kind of back to the old 'patient comes in and you give them what they need.' There's less hassles."

It is too early to tell whether the clinic is saving the union any money, Payne said. But some employees already are seeing a difference.

Allison Christopher, 43, the union's insurance benefits coordinator, said she takes five medications a month for heart-related conditions. Now, she gets them for free from the clinic's pharmacy, saving \$20 a month on each.

Read more at Jacksonville.com: http://jacksonville.com/business/2009-02-16/story/employers_see_advantages_of_onsite_health_clinics#ixzz1ZqU8iOz3

CITY COUNCIL MEETING

November 21, 2011

TITLE: Fund Balance Policy.

PURPOSE: Approve a Fund Balance Policy

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: Governmental Accounting Standards Board (GASB) has enacted Statement No. 54, *Fund Balance Reporting and Governmental Fund Definitions*. The City of St. Marys is required to adopt a fund balance policy. This policy establishes goals and provides guidance concerning the desired level of fund balance maintained by the City to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. Fund balance is a measurement of available financial resources and is the difference between total assets and total liabilities in each fund.

This Policy has been recommended by the City Auditors and is consistent with Governmental Finance Officers Associations.

The Policy recommends a minimum fund balance of less than three months of regular General Fund operating revenues or regular General Fund operating expenditures. A fund balance over six months would be considered a surplus. Under "Surplus unassigned fund balance", two options have been presented for your consideration to address any surplus in fund balance.

OPTION 1

Surplus unassigned fund balance – Fund balance will be considered a surplus if over six months of regular General Fund operating revenues or regular General Fund operating expenditures of the subsequent year's budgeted expenditures and outgoing transfers. Should unassigned fund balance of the General Fund ever exceed six months of regular General Fund operating revenues or regular General Fund operating expenditures, **the City will consider such fund balance surpluses for one-time expenditures that are nonrecurring in nature and which will not require additional future expense outlays for maintenance, additional staffing or other recurring expenditures.**

OPTION 2

Surplus unassigned fund balance – Fund balance will be considered a surplus if over six months of regular General Fund operating revenues or regular General Fund operating expenditures of the subsequent year's budgeted expenditures and outgoing transfers. Should unassigned fund balance of the General Fund ever exceed six months of regular General Fund operating revenues or regular General Fund operating expenditures, **the City will consider such fund balance surplus, which can be designated for expenditures by an enactment of majority vote of Council.**

Governments are required to implement Statement 54. The City St. Marys must implement this policy to be in compliance before the financial statements are issued for fiscal year ending June 30, 2011.

**Department
Director:** _____

Jerry B

**City
Manager:** _____

[Signature]

CITY OF ST MARYS



FUND BALANCE POLICY

SECTION I.

FUND BALANCE POLICY IN ACCORDANCE WITH GASB 54

Purpose: The following policy has been adopted by the City of St. Marys Council in order to address the implications of the Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Definitions*. The City of St. Marys Council recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the City and is fiscally advantageous for both the City and its taxpayers. This policy establishes goals and provides guidance concerning the desired level of fund balance maintained by the City to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The City also seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of an adequate fund balance. Fund balance is a measurement of available financial resources and is the difference between total assets and total liabilities in each fund.

SECTION I.

Fund Type Definitions: The following definitions will be used in reporting activity in governmental funds across the City. The City may or may not report all fund types in any given reporting period, based on actual circumstances and activity.

The **General Fund** is used to account for and report all financial resources not accounted for and reported in another fund.

Special Revenue Funds are used to account and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt services or capital projects.

Capital Projects Funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities or other capital assets.

Debt Service Funds are used to account for all financial resources that are restricted, committed or assigned to expenditure for principal and interest.

Permanent Funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the City's programs – that is, for the benefit of the City, or its citizenry.

SECTION II.

Fund balance reporting for governmental funds – shall be reported in classifications as defined by GASB Statement No. 54:

Non-spendable fund balance – Includes amounts that cannot be spent because they are either (a) Not in spendable form or (b) they are legally or contractually required to be maintained intact. Non-spendable amounts will be determined before all other classifications and consist of the following items (as applicable in any given fiscal year):

- Long-term outstanding balances due from others (including other funds of the City).
- Inventory balances and prepaid items.
- To the corpus (principal) of any permanent funds that are legally or contractually required to be maintained intact.
- Any land or other non-financial assets held for sale.

Restricted fund balance – Includes amounts that can be spent only for the specific purposes stipulated by the constitution or enabling legislation, externally imposed by creditors (as through debt covenants), grantors, contributors, laws, or regulations of other governments. Enabling legislation authorizes the City to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used for the specific purposes stipulated in the legislation.

Committed fund balance – Includes amounts that can only be used only for specific purposes determined by formal action of the Council. Committed fund balance will incorporate contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements. A majority vote is required to approve or remove a commitment.

Assigned fund balance – Includes amounts *intended* to be used by the City for specific purposes, but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. The City of St. Marys Council delegates to the City Manager or City Manager's designee the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund.

Unassigned fund balance – Includes the residual classification for the City's General Fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

SECTION III.

Operational guidelines – The following guidelines address the classification and use of fund balance in governmental funds:

Classifying fund balance amounts – Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include non-spendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The General Fund may also include an unassigned amount.

Encumbrance reporting – Encumbering amounts for specific purposes for which resources have already been restricted, committed or assigned should not result in separate display of encumbered amounts. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed or assigned, will be classified as committed or assigned, as appropriate, based on the definitions and criteria set forth in GASB Statement No. 54.

Prioritization of fund balance use – When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the City to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the City that the committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

Minimum unassigned fund balance – The City will maintain at a minimum, unassigned fund balance in its General Fund of no less than three months of regular General Fund operating revenues or regular General Fund operating expenditures. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

Replenishing deficiencies – The City will replenish shortages/deficiencies using the budget strategies and timeframes described below.

- The City will reduce recurring expenditures to eliminate any structural deficit or,
- The City will increase revenues or pursue other fund sources, or,
- A combination of the two options above.

Minimum unassigned fund balance deficiencies – The City will address unassigned fund balance replenishment within the following time period:

- A deficiency resulting in a minimum fund balance of less than three months of regular General Fund operating revenues or regular General Fund operating expenditures in the subsequent year's budgeted expenditures and outgoing transfers shall be replenished over a period not to exceed one year.

OPTION 1

Surplus unassigned fund balance – Fund balance will be considered a surplus if over six months of regular General Fund operating revenues or regular General Fund operating expenditures of the subsequent year’s budgeted expenditures and outgoing transfers. Should unassigned fund balance of the General Fund ever exceed six months of regular General Fund operating revenues or regular General Fund operating expenditures, **the City will consider such fund balance surpluses for one-time expenditures that are nonrecurring in nature and which will not require additional future expense outlays for maintenance, additional staffing or other recurring expenditures.**

OPTION 2

Surplus unassigned fund balance – Fund balance will be considered a surplus if over six months of regular General Fund operating revenues or regular General Fund operating expenditures of the subsequent year’s budgeted expenditures and outgoing transfers. Should unassigned fund balance of the General Fund ever exceed six months of regular General Fund operating revenues or regular General Fund operating expenditures, General Fund operating revenues or regular General Fund operating expenditures, **the City will consider such fund balance surplus, which can be designated for expenditures by an enactment of majority vote of Council.**

SECTION IV.

Implementation and review – Upon adoption of this policy the City of St. Marys Council authorizes the City Manager or its designee to establish any standards and procedures which may be necessary for its implementation. The Finance Department shall review this policy at least annually and make any recommendations for changes to the City of St. Marys Council.

CITY COUNCIL MEETING

November 21, 2011

TITLE: Homeowners Development Action Grant Principles of Agreement.

PURPOSE: This agenda item will be to obtain consent from the City Council to proceed as summarized in the attached principles as well as any other provisions/documents the City Council deems appropriate. Upon approval, staff will begin to work with interested organizations to draft specific loan documents.

RECOMMENDATION: Approval

HISTORY/ANALYSIS: The City of St. Marys previously received Home Owner Development Action Grant (HODAG) funding to assist in the construction of Harbor Pines. Through legal action and eventual settlement of issues related to repayment of the loan, the City received funding which is available for loans to benefit low to moderate income individuals. As of October 31, 2011 the amount of HODAG funds available for a loan(s) through the City is \$406,443.36.

Once the above referenced funds have been loaned out and repaid, the (recaptured) funds can be used for any purpose designated by the City, to include placing the funds in our General Fund (for example for economic development purposes) or to establish a revolving loan fund for housing purposes.

Attached are some principles (major deal points) of an agreement. These principles are not ALL of the provisions of the construction financing loan agreement with the borrower, but gives City Council (and the borrower) a sense of the type of process and concept for use of the HODAG Funds.

Use of existing HODAG Funds for construction financing will encourage development and or rehabilitation of homes for low to

moderate income individuals. Additionally, the program will help to improve the housing stock within the City, create new utility customers, and provide additional construction jobs within the community. Recaptured funds can be used by the City as the City Council so determines.

See attached Memorandum for additional details.

Department

Director: _____

City

Manager:  _____



MEMORANDUM

To: Mayor and City Council

From: Steven S. Crowell, 

Date: October 31, 2011

CC:

Subject: HODAG Construction Loan Agreement

The City of St. Marys previously received Home Owner Development Action Grant (HODAG) funding to assist in the construction of Harbor Pines. Harbor Pines experienced some financial difficulty related to repayment of the original HODAG Loan. Through legal action and eventual settlement of issues related to repayment of the loan, the City received funding which is available for loans to benefit low to moderate income individuals, for example through the construction or rehabilitation of low to moderate housing. As of October 31, 2011 the amount of HODAG funds available for a loan(s) through the City is \$406,443.36.

According to Mr. Iber with the Department of Housing and Urban Development (see attached), once the above referenced funds have been loaned out and repaid, the (recaptured) funds can be used for any purpose designated by the City, to include placing the funds in our General Fund (for example for economic development purposes) or to establish a revolving loan fund for housing purposes.

One concept considered for using the HODAG Loan proceeds is to consider the use of the funds for construction financing for low to moderate housing, perhaps focusing on seniors. Habitat for Humanity intends to focus on rehabilitation of home(s), in St. Marys, again for low to moderate income individuals. There may be other development concepts which might be an appropriate use of the HODAG funds.

There are some alternatives for the use of HODAG Funds instead of the construction financing loan process noted above. One such alternative would be to make the funding available for longer term loans; however, this would extend the timeframe within which the City would be repaid. The City could hold on to the funds and let the funds accumulate for use on a larger project(s); however, this would also extend the timeframe within which the City would be repaid (and thus be able to use the funds).

Briefly, the construction financing process being contemplated would be that the borrower would use the HODAG funds to finance the initial construction or rehabilitation of a structure. At some point, longer term financing may be incorporated into the process through other lending organizations (not the City, nor through the use of these HODAG funds), through which the City would be repaid. In no event, without specific direction from City Council, would the repayment of funds to the City take longer than 18 months. The City may require repayment of the construction financing loan BEFORE the City would approve a certificate of occupancy. There are other agencies (not the City) which can provide the longer term financing.

Use of a construction financing loan will provide the opportunity for a reasonably quick repayment of the loan (within 18 months) to the City. Use of the funds will expedite housing development which will not only put new houses on the tax roll or make rehabilitate homes for a needy family available, but will also add customers for our utilities and help to provided additional employment opportunities for local residents.

Attached are some principles (major deal points) of an agreement. These principles are not ALL of the provisions of the construction financing loan agreement with the borrower, but gives City Council (and the borrower) a sense of the type of process and concept for use of the HODAG Funds. The initial paperwork, loan agreement and documents, and post loan follow-up are quite extensive. It is my understanding that the City Attorney fees related to this process can also be funded through HODAG Funds.

I have spoken to two representatives who have an interest in the use of the HODAG Loan Funds, one of whom has previously spoken to the City Council: William H. Gross Construction and Habitat for Humanity. Subject to fund availability, there may be other organizations interested in using some of the HODAG funds; this action does not limit our involvement to the two organizations mentioned above.

William H. Gross Construction Company intends to construct affordable new housing, perhaps focusing on (low to moderate income) seniors. Habitat for Humanity intends to focus on rehabilitation of existing homes in St. Marys, again for use by low to moderate income individuals. If Council is supportive of the construction financing loan concept as briefly summarized above, upon direction from City Council to do so, staff will begin negotiations with the potential borrowers. Once (if) an agreement between staff and potential borrowers has been reached, staff will submit the proposed Construction Financing Loan Agreement to the City Council for final consideration.

Although there is obviously some risk involved in such a loan program in that the loan may not be fully repaid to the City (including the Federal ramifications thereof), the City will take every effort to minimize such risk; an example of which is to loan the money to reputable companies/organizations.

In summary, the use of existing HODAG Funds for construction financing will encourage development and or rehabilitation of homes for low to moderate income individuals. Additionally, the program will help to improve the housing stock within the City, create new utility customers, and provide additional construction jobs within the community. Recaptured funds can be used by the City as the City Council so determines.

The agenda item will be to obtain consent from the City Council to proceed as summarized in the attached principles as well as any other provisions/documents the City Council deems appropriate. Upon approval, staff will begin to work with interested organizations to draft specific loan documents, again which will be subject to City Council approval.

Attachments

Steve Crowell

From: Iber, Robert G <robert.g.iber@hud.gov>
Sent: Friday, September 09, 2011 9:00 AM
To: Steve Crowell
Subject: RE: Emailing: 20110826120157

After the initial use of the Program Income for low and moderate income residential purposes, any return of those funds are not subject to the same requirements.

For example, if the City decided to use the funds as loans to low and moderate income home buyers (as described below) with required, or contingent, repayment, the repaid funds would not be subject to the HODAG requirements. The City is free to use the repaid funds for any purpose.

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

From: Steve Crowell [mailto:Steve.Crowell@ci.st-marys.ga.us]
Sent: Friday, August 26, 2011 12:58 PM
To: Iber, Robert G
Cc: Steve Crowell
Subject: Emailing: 20110826120157

I am writing to seek clarification on the use of HODAG funding for the City of St. Marys in regard to the attached. I understand that you have had this (or similar) conversations with St. Marys staff previously, so I apologize if this is a repeat, but am new in my position here and want to be sure we are following appropriate procedures.

Apparently, according to the attached e-mails, the income we received as a settlement from Harbor Pines is considered program income which must be used "to support the construction, rehabilitation, or operation of real property to be primarily used for low and moderate income residential purposes." I understand this provision. My first question is, AFTER this initial use of the program money referenced above, MUST the money (original program income) repaid to the city, be used for additional low to moderate income projects as noted above(essentially must the program money always be used to support the low to moderate income purposes noted above) OR can the money then be used for St. Marys General Fund purposes (AFTER the initial use of the program income as noted above and referenced below)?

We really want to get this money to use for the benefit of low to moderate income families in St. Marys. The City discussed the possibility of working with, and through, the Habitat for Humanity on rehabilitating some homes in conjunction with the Georgia Dream Homeownership Program administered through the Georgia Department of Community Affairs (DCA). The City would be loaning Habitat the initial construction loan money, assisting with property acquisition, and paying for outstanding utility bills/liens. etc. Habitat would find the property, families to occupy the house, and work with DCA. The Georgia Dream Program (through DCA) would then provide funding to reimburse (the City) for the above by establishing a long term repayment obligation through Habitat. The City would be repaid the initial program income which would constitute use of the program income for the intended purpose. AFTER the above was completed, and families moved into the (Habitat) house, the City would have to money (original program income) to use for General Fund purposes.

Thank you in advance for any guidance you can provide.

Steve Crowell
St. Marys, GA
(912) 510-4043

Principles of Agreement
HODAG Construction Loan
City of St. Marys, Georgia

The following are major principles upon which the City Attorney will draft a Construction Loan Agreement with the designated borrower; said agreement is subject to the approval of the St. Marys City Council. These principles are not intended to enumerate all components/elements of a Construction Loan Agreement, but merely to identify the major points of an agreement for a Construction Loan Agreement.

The major principles upon which a construction loan agreement will be written include, but are not limited to the following:

1. *Agreement Purpose:* The Construct Loan Agreement is intended to specify the conditions for use of Housing and Urban Development (HUD) Funds retained by the City of St. Marys to benefit low to moderate income individuals in St. Marys.
2. *Funding Source:* The source of the construction loan funds will be the previously awarded Homeowner Development Action Grant (through HUD) provided to the City of St. Marys, Georgia.
3. *Project:* the Project shall be the real property built on the land or the structure being rehabilitated.
4. *Security:* The loan shall be evidenced by a promissory note and Construction Loan Agreement secured by a first priority Deed to Secure Debt from the borrower to the City all subject to approval of City Attorney.
5. *Recording:* The Deed to Secure Debt as described above shall be recorded.
6. *Maturity of Loan:* The loan must be repaid within eighteen months of execution of the Construction Loan Agreement.
7. *Construction Loan Purpose:* A short-term construction loan for the development, construction or rehabilitation of a residential structure (for either ownership or rent) for the eventual use by low to moderate income individuals. It is expected that the Borrower will secure long term financing (through the Georgia Dream Homeownership Program, BILL GROSS HAD ANOTHER AGENCY, or similar organization.
8. *Interest Rate:* The interest rate to be charged will not exceed 2%.

9. *Principal Advances:* Principal of the loan shall be advanced to borrower in amounts equal to 90% of requests approved by City. The remaining 10% shall be made available upon total completion of approved construction.
10. *Permit Fees:* Borrower will be required to pay all appropriate building permit fees, utility cost/fees, construction fees, etc.
11. *Payment of taxes assessments, etc.:* The borrower shall ensure that all real property taxes, personal property taxes, special taxes or assessments, service charges, water and sewer charges, and any other governmental fees and/or liens as of the date of the agreement, shall be paid.
12. *No Violation of Laws:* The borrower shall certify that the project is not in any violation of any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction over the Project.
13. *Local Contractors:* The borrower shall use its best efforts to hire local consultants, contractors, and/or vendors for services related to the project.
14. *Conditions of Default and Remedies:* The agreement will identify specific conditions of default and the remedies to those defaults.
15. *Minor Adjustments to Contract:* Minor adjustments to the contract, which do not include the contract amount, term, or interest rate, may be made by the City Manager.
16. *Audits:* The borrower will cooperate with the City or any other governmental agencies in regard to the any audits or use of loaned funds.
17. *Insurance:* The borrower will need to maintain liability, worker's compensation and property insurance with an insurer and in an amount approved by City
18. *Wages:* If required by HUD, wages shall comply with Davis-Bacon and related Acts. Borrower shall certify compliance to City as requested.
19. *Conflict of Interest:* No official of the City of St. Marys may be financially involved with the borrower, either directly or indirectly.
20. *Project Description:* The borrower will be required to provide the City with a set of plans describing in detail the project. Loaned funds must be used to build or rehabilitate the structure in conformance with the submitted building construction or rehabilitation plans.
21. *Documents to be Public:* All documents relating to this loan are open to public inspection upon request.

CITY COUNCIL MEETING

November 21, 2011

TITLE: GDOT Flashing School Beacon Permit Application

PURPOSE: To authorize the Mayor to sign an application for a flashing school zone beacon to be installed on Highway 40 Spur for St. Marys Middle School.

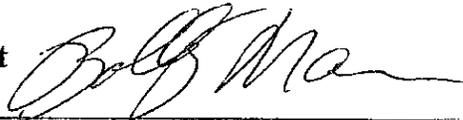
RECOMMENDATION: Approval.

HISTORY/ANALYSIS:

The City received a request from a concerned citizen about the need for a flashing school zone beacon for St. Marys Middle School. Since this would be located on a State Highway, the citizen contacted the Georgia Department of Transportation (GDOT). They investigated the area and determined that the flashing beacon was warranted. Therefore, GDOT prepared a permit application for the beacon and sent it to the City for execution. GDOT will supply the materials, install the beacons, and maintain the beacons. However, GDOT is requesting that the City pay for the electricity to run the beacons. This is typical of traffic signals located within City limits. The estimated annual cost to the City for electricity would be \$480.

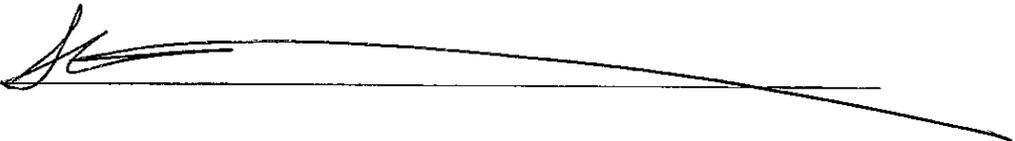
Department

Director:



City

Manager:





October 17, 2011

**SR 40 Spur at St. Marys Middle School
CITY OF ST. MARYS, CAMDEN COUNTY**

"FLASHING SCHOOL BEACON PERMIT APPLICATION"

Mr. Steven Crowell
St. Marys City Manager
418 Osborne Street
St. Marys, GA 31558

Dear Mr. Crowell:

Enclosed please find a Flashing School Beacon Permit application to erect and maintain a Flashing Beacon at the above referenced location. Please have the proper authorities execute this document and return all **3- copies** to this office.

If you have any questions or comments please contact Greg Wasdin of this office at (912) 427-5864 or by mail at P.O. Box 610 Jesup, Ga 31598-0610.

Yours very truly,

FOR: Karon L. Ivery
District Engineer

A handwritten signature in black ink, appearing to read "Robert T. McCall". The signature is written in a cursive style with a large initial "R" and "M".

BY: Robert T. McCall
District Traffic Engineer

RTM:GRW

C: Neil Dubberly - District Traffic Operation Engineer

Distribution:
White - Applicant
Yellow - State Traffic Engineer
Pink - District Traffic Engineer

Do Not Write In This Space

Application No. _____

Permit No. _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

The CITY of ST. MARYS in CAMDEN County hereby requests approval for the use of a traffic signal at the location described below:

LOCATION

Local Street Names: CHARLIE SMITH SR. HWY at ST. MARYS MIDDLE SCHOOL

State Route Numbers: SR 40 SPUR at _____

TYPE SIGNAL

() Stop and Go () Flashing Beacon (X) School Beacon () Other

CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the costs for the purchase, installation and maintenance of the signal if approved.

INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

Attest:

This the _____ day of _____ 20____

Clerk

By: _____

Title: _____

CITY COUNCIL MEETING

November 17, 2011

TITLE: Solid Waste Contract Consumer Price Index Increase Adjustment

PURPOSE: Consideration of Consumer Price Index increase for Advance Disposal or authorize early contract renewal.

RECOMMENDATION: Staff recommendation is for approval of early contract renewal.

HISTORY/ANALYSIS: Every year the Solid Waste Contract with Advanced Disposal can be increased by a CPI (Consumer Price Index) formula mentioned in the contract between the City and Advanced Disposal. The CPI increase for the year according to Advanced Disposal would be \$0.43 per home. The increase is scheduled to go into effect December 1, 2011.

In lieu of imposing the Consumer Price Index increase referenced above, Advanced Disposal is willing to accept an early contract renewal provision (instead of considering the renewal next year) which is mentioned in the Advanced Disposal contract Article 4 (attached). Additionally, Advanced Disposal would also keep the per home cost constant (i.e. at the current rate for residential) for a period of two years and is willing to accept (effective January 2012) printed cardboard (e.g. cereal boxes) as recycling material which would reduce our disposal costs. I would also note that by NOT implementing the CPI, this would keep the base low for any future CPI increases which also benefits the City and customers.

Staff has not had sufficient opportunity to solicit input from citizens regarding the overall services provided by Advanced Disposal. I can say from a staff level, that Advanced Disposal has provided excellent service. Any solid waste issues which have been identified were successfully resolved by Advanced Disposal representatives.

The renewal agreements as proposed would provide some rate stability for the Solid Waste Fund and for citizens. Additionally, staff, with the assistance from Advanced Disposal, has initiated steps to further improve operational efficiencies of the Solid Waste Fund and service.

If the renewal option is not pursued, then the CPI increase to the City would need to be implemented. The City Council would need to decide if the rates to citizens would need to be increased by the \$0.43 CPI amount (or more depending on the amount of solid waste subsidy the City wants to continue to provide). Another option would be prior to expiration of the current contract to rebid the Solid Waste Services, on which I would assume Advanced Disposal, and other companies would want to bid. I would note that the rebidding process is very time consuming. Obviously, another option would be for the City to return to providing solid waste operation as a function of the City, which staff does not recommend.

Staff's recommendation is to proceed with the early contract renewal as noted above. It is my understanding that the original contract with Advanced initiated service on December 3, 2007.

Department

Director: _____

City

Manager:  _____



Advanced Disposal

November 7, 2011

Mr. Steven Crowell
City Manager
City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558

RE: Annual CPI Rate Increase

Dear Mr. Crowell,

Our contract terms provide for an annual CPI increase based on change of the Consumer Price Index Bureau of Labor Statistics for Urban Wage Earners & Clerical Workers (CPI-W). The change for the last 12 months through September 2011 (60 days prior to contract anniversary date) shows a 4.4% increase. The contract allows for rates to increase by 70% of the total CPI-W change which equates to 3.08%. Presently the service rate is \$14.05 monthly per home. Effective December 1, 2011 the new rate would be \$14.48 per home or \$.43 per home increase monthly.

As previously discussed with you our contract has an option for an automatic five (5) year renewal term effective December of 2012. If the City is willing to enact the contract renewal now, instead of waiting until next year, we will waive the automatic CPI increase of \$.43 per home and keep the rate flat for the following year as well. This provides for two (2) years of no rate increases to the City in exchange for agreeing to renew the contract for a 5 year term effective December 2012.. These are tough economic times for everyone and we certainly recognize the difficulties faced by residents of the City of St. Marys. We value our partnership with the City and hope this will provide some relief in keeping expenses down and provide for continuing the quality level of service we provide to all residents.

Thank you again for the opportunity to service the City of St. Marys during these past years and we look forward to working with you in the future. Please call 904-237-6546 if I can ever be of assistance.

Best Regards,

Dave Shepler
District Manager



Advanced Disposal

November 7, 2011

Mr. Steven Crowell
City Manager
City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558

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Best Regards,

Dave Shepler
District Manager

**AGREEMENT FOR SOLID WASTE SERVICES FOR THE
CITY OF ST. MARYS, GEORGIA**

ARTICLE 1 - PREAMBLE

The CITY OF ST. MARYS, GEORGIA, (hereinafter referred to as "City") and Advanced Disposal Services Jacksonville, LLC, (hereinafter referred to as "Contractor") have agreed that as of December 3, 2007 the Contractor will provide curbside collection, transportation and disposal services for the incorporated areas of the City for residential garbage, yard debris and recycling services.

ARTICLE 2 - SERVICES

The scope of service for the City residents includes once weekly Garbage collection, once weekly Yard Trash collection and once weekly Recyclable Materials collection with Contractor provided carts and recycling bins as set forth herein. Bulk item/appliances will be collected on a call-in basis as set forth herein.

Contractor's duties under this Agreement are subject to the compliance, in a timely manner, by Customers with the following:

1. Residential Waste must be placed in provided carts at curbside with no more than two additional personal bags/cans.
2. Yard Trash must be placed at curbside, weekly pick up is not to exceed five (5) cubic yards and material is not required to be bagged.
3. Recyclable Materials for collection are limited to the following: #1-#2 plastic bottles and jugs, glass bottles and jars, metal and aluminum cans, newspaper and inserts, brown paper bags and corrugated cardboard. Cardboard must be flattened and cut into 2'x3' pieces for placement under the Receptacle.
4. No Construction and Demolition Debris, concrete, tree stumps, batteries, liquids, pesticides/chemicals or tires will be accepted for pick up by Contractor.

Contractor agrees to service all of the City's buildings and grounds, as identified by the City to the Contractor, and provide service for the 4 City special events at no additional charge (4th of July, Rock Shrimp, Mardi Gras, and White Lighting). The City is to provide work orders to the Contractor for all Residential Waste Collection Service requests, start up or removal via fax or email. Residents will contact the City for service issues and requests for changes in service will be provided by the City to the Contractor. Special Services shall be conducted as hereinafter provided.

The fact that any Residential Unit is occupied, such occupation to be easily discernable without investigation by Contractor, shall be prima facie evidence that Solid Waste is being produced and accumulated upon the premises thereof.

The services will be provided to all such Residential Units located along routes serviced daily, as identified by City to Contractor, by standard two (2) wheel drive postal delivery vehicles which are readily serviceable with Contractor's vehicles and equipment.

Services of the Contractor shall be under the general direction of the City of St. Marys Finance Director or his (her) designee who shall act as the City's representative during the performance of this agreement. The City's Public Works Director shall supervise the solid waste collection services of the Contractor and notify the City's Finance Director in the event of breach of this Agreement by the Contractor.

ARTICLE 3 - DEFINITIONS

1. Definitions. The following terms where used in this Agreement shall have the meaning ascribed to them in this Section, unless different meanings are clearly indicated by the context. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory.
 - A. "Agreement" means this Agreement entered into voluntarily between the Contractor and the City Council of St. Marys, Georgia including all terms, conditions, specifications and exhibits, and any mutually accepted changes thereto, as necessary to implement the Agreement granted by the City Council of St. Marys, Georgia
 - B. "Application" means a request for an Agreement, transfer or as an existing Agreement, renewal of an Agreement, or transfer/renewal of an Agreement.
 - C. "Board" means the City Council of St. Marys, Georgia.
 - D. "Bulky Item" means household waste generated under normal living conditions. (Excluded items are those associated with construction, remodeling, addition or demolition, as well as items that are designated as hazardous waste by City, County or State agencies.
 - E. "Bundle" means a unit of Solid Waste which by its very nature is generally not conducive to placement in Receptacle and which shall be bound securely together so as to avoid disintegration or spillage when lifted or moved, and which shall not exceed two (2) feet by two (2) feet by four (4) feet in size and not be in excess of fifty (50) pounds in weight.
 - F. "City" means the City of St. Marys, Georgia.
 - G. "Clean Debris" means any waste which is virtually inert and which is not a pollution threat to ground water or surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal and use, including uncontaminated concrete, including embedded

pipe or steel, brick, glass, ceramics, and other wastes designated by the City.

- H. "Commercial Establishment" means all commercial establishments, including but not being limited to motels, hotels, apartments and trailer parks, stores, office buildings, restaurants, service stations and garages, laundries and cleaning establishments, Industrial Establishments and all other places not classed as residential producing or accumulating Solid Waste, including adjacent unimproved property.
- I. "Construction and Demolition Debris" means materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.
- J. "Container" means a "roll off" container or an enclosed container with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the City, which is used to store large volumes of Solid Waste for collection. A container must be of the type serviced by mechanical equipment.
- K. "Container Service" means collection of Garbage, Yard Trash, and Recyclable materials stored in Containers.
- L. "County" means Camden County, Georgia
- M. "Customer" means a Person provided or to be provided Solid Waste collection service by the Contractor.
- N. "Designated Disposal Facility" means the State Road 110 Landfill located in Camden County, or any other Solid Waste Facility or Solid Waste Management Facility mutually agreed to between the City and the Contractor in writing.
- O. "Designated Place of Business" means the full service office including full maintenance facility and dispatch, for trucks used in this contract, which office shall be open to the public during normal hours of business and available by local telephone number for the citizens of St. Marys, Georgia.
- P. "Contractor" means the Person issued this Agreement by the City Council of St. Marys, Georgia.
- Q. "Garbage" means materials resulting from preparation, cooking, and serving of food, market wastes, trimmings and other discarded matter from meat or produce, including packaging

- materials and containers and other similar type refuse as defined by rules of the City. All garbage must be generated from the residence and noncommercial in nature.
- R. "Hazardous Substance" means any substance which is defined as a Hazardous Substance in the United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 94 Stat. 2767 as may be amended from time to time, including but not limited to any material or substance designated as hazardous by the United States Environmental Protection Agency or any applicable federal, state, local or municipal authority.
 - S. "Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and including any materials specifically designated by the City, including but not limited to any waste designated as hazardous by the United States Environmental Protection Agency or any applicable federal, state, local, or municipal authority.
 - T. "Incorporated Area" means the areas of land lying within the incorporated municipality of the City of St. Marys, Georgia.
 - U. "Institutional Establishments" means establishments operated by governmental entities, non-profit organizations, tax exempt hospitals, and public, charitable, philanthropic, or religious institutions conducted for the benefit of the public or a recognized section of the public. Establishments not covered by the foregoing definition shall be considered Commercial Establishments.
 - V. "Owner" means Person or Persons occupying, exercising control over, or owning property within the City of St. Marys, Georgia, who shall be a Customer.
 - W. "Performance Bond" means the form of security set forth in this Agreement and furnished by the Contractor as a guarantee that Contractor will perform its work in accordance with this Agreement and will pay all lawful claims relating thereto.
 - X. "Person" means any and all Persons, natural or artificial, including any individual, firm, or association; any municipal or private corporation organized or existing under the laws of this state or any other state; any county of this state; and any governmental agency of this state or the Federal Government.
 - Y. "Receptacle" means any container having capacity of not more than ninety (90) gallons approved by the City for Residential

- Waste Collection Service, and may include bags provided by Contractor and/or the City for use in the storage and collection of specific types of Solid Waste and Recyclable Material.
- Z. "Recovered Materials" means those materials which have known potential for Recycling, can be feasibly recycled, and have been diverted or removed from the Solid Waste stream for sale, use, or reuse, by separation, collection, or processing.
- AA. "Recyclable Material" means those materials which are suitable for recycling, which have undergone source separation, and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials shall consist of #1-#2 plastic bottles and jugs, glass bottles and jars, metal and aluminum cans, newspapers and inserts, brown paper bags and corrugated cardboard.
- BB. "Recycling" means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- CC. "Residential Waste Collection Service" means the curbside collection of Garbage, Yard Trash, and Recyclable Material from Residential Units.
- DD. "Residential Unit" means any structure or shelter or any part thereof used or constructed for use as a residence for one (1) family, the adjacent unimproved property, and accessory improvements.
- EE. "Residential Waste" means a mixture of Garbage and Yard Trash resulting from the normal housekeeping activities of a Residential Unit.
- FF. "Solid Waste" means Garbage, Yard Trash, Clean Debris, White Goods, Construction and Demolition Debris or other discarded material resulting from normal housekeeping activities, but such term shall in no event, anything to the contrary in this Agreement notwithstanding, include Hazardous Substance, Hazardous Materials or Biological Waste.
- GG. "Solid Waste Disposal Facility" means any Solid Waste Management Facility which is the final resting place for Solid Waste, including landfills and incineration facilities that produce ash for the process of incinerating municipal Solid Waste.
- HH. "Special Services" means any Solid Waste collection and disposal services which require a Contractor to render services beyond the minimum requirements of this Agreement.
- II. "Special Wastes" means Solid Waste that requires special handling and management, including, but not limited to, extra large White Goods, mattresses, furniture, tree limbs and roots.

- JJ. "Surety" means any of the issuers of Performance Bonds guaranteeing the full and proper performance of the Contractor established by this Agreement.
- KK. "Volume Reduction Plant" means incinerators, pulverizers, compactors, shredding and baling plants, composting plants, and other plants which accept and process Solid Waste for Recycling or Resource Recovery.
- LL. "White Goods" means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances used for residential purposes.
- MM. "Yard Trash" means vegetative matter resulting from landscaping maintenance, including but not limited to grass clippings, leaves, limbs, twigs, etc., and material resulting from normal landscaping maintenance.

ARTICLE 4 – SCHEDULE OF SERVICE

The collection service authorized hereunder is for Residential Units located within the incorporated areas of St. Marys, Georgia.

The initial number of Customers shall be determined by the number of Receptacles distributed to Residential Units by the Contractor. The existence of new Customers shall be determined upon issuance of a Certificate of Occupancy for a Residential Unit eligible for Residential Waste Collection Service pursuant to this Agreement. The City shall notify the Contractor within five business (5) days from the issuance of a Certificate of Occupancy of a Residential Unit located within the area provided Residential Waste Collection Service by the Contractor, which notice shall include the address of said Residential Unit, and the Contractor shall begin providing Residential Waste Collection Service within seven business (7) days after receipt of said notice.

The terms of this Agreement shall be from December 1, 2007 and terminating November 30, 2012 (Initial Term) with one automatic renewal for one additional five year term (Renewal Term) upon the same terms and conditions as set forth herein unless either party shall give written notice of non-renewal to the other at least one hundred eighty (180) days prior to the end of the Initial Term.

ARTICLE 5 – LEVEL OF SERVICE

1. Collection Services and Operations.

A. Services To Be Performed By Contractor

The City hereby grants the Contractor the exclusive rights during the Initial Term of this Contract and any Renewal Term hereof to collect curbside residential Solid Waste and Recyclable Materials pursuant to this Agreement and the City warrants that it has the authority to grant such an exclusive right. The City further covenants that during the Initial Term of this Agreement or any Renewal Term hereof it will not engage other

individuals or Persons or permit other individuals or Persons to become involved in the activity of collecting or disposing of curbside residential Solid Waste and Recyclable Materials or any other similar activity that would impair the exclusive right of the Contractor granted pursuant to this Agreement. However, the City does not relinquish its right to pick up illegally dumped items within its public rights-of-way if such items have not been collected by Contractor within a reasonable time of notification by the City.

B. Residential Waste Collection Service

1. Frequency of Waste Collection

- a. Contractor shall pick up from each Customer location one (1) time each week, all Solid Waste generated by the Customer and placed for collection in a timely fashion in approved Receptacles curbside.
- b. Contractor shall pick up from each Customer Residential Unit every week, all Recyclable Material generated by the Customer and placed for collection in a timely fashion in approved Receptacles or Bundles curbside.
- c. Contractor shall pick up one (1) time each week from each Customer Residential Unit, Yard Trash generated by the Customer and placed for collection in a timely fashion curbside.
- d. Pick ups shall not be reduced by holidays, but pick up normally scheduled to be made on a holiday may be rescheduled upon approval by the City after at least five (5) business days prior notification before the holiday to the affected Customers by publication or other means approved by the City. Any such publication shall be at the expense of the Contractor.

2. Quantity. Contractor shall be required to pick up all Garbage, Yard Trash, and Recyclable Materials generated by the Customer at their Residential Unit provided that:

- a.
 - i. Garbage has been placed by the Customer in a timely fashion for collection separately from Yard Trash and Recyclable Material, in approved Receptacles or Bundles.
 - ii. All Recyclable Materials have been placed by the Customer for collection in a timely fashion in approved Receptacles or Bundles.
 - iii. Yard Trash must be placed at curbside, not to exceed five (5) cubic yards and material is not required to be bagged.
 - iv. White Goods and Bulky Items will be collected and transported to the Designated Disposal Facility

within fourteen (14) business days of request by the Customer at no additional charge.

- b. Contractor shall not be required to collect any Solid Waste, Yard Trash, White Goods, Bulky Items and/or Recyclable Materials which do not comply with the requirements set forth in this Article 5 unless agreed by Contractor, upon the terms and conditions satisfactory to Contractor, pursuant to a Special Service. Furthermore, anything contained in this Agreement to the contrary notwithstanding, Contractor shall under no circumstances be required to collect, transport or dispose of any material which is considered to be Hazardous Waste, Hazardous Substance, or Biological Waste.
3. Waste Collection. Contractor shall use its best efforts make collections with a minimum of noise and disturbance and shall comply with all ordinances of the City. Any spillage by the Contractor during the collection and disposal process shall be picked up and removed immediately by the Contractor.
4. Special Services. Services such as back door collection, below ground collection, collection from a Customer being provided Residential Waste Collection Service of other than Residential Waste, or additional pick ups shall be provided for at a separate fee based upon terms agreed to by Contractor and the Customer, unless such fee is otherwise established under the authority of the Agreement. Requests for pick ups of Special Waste shall be considered as requests for Special Services. Charges for Special Services shall not be unreasonable or excessive, in the discretion of Contractor, and performance of Special Services shall be at the discretion of the Contractor.
5. Solid Waste Receptacles.
 - a. Garbage. Garbage shall be placed for collection in Receptacles to be furnished by the Contractor having wheels and a capacity of ninety (90) gallons.
 - b. Recyclable Materials.
 - i. With the exception of bundled newspapers and corrugated paper, all household Recyclable Material shall be placed for collection in Receptacles having a capacity of eighteen (18) gallons furnished by the Contractor ("the Recycling Bins").
 - ii. Newspaper and corrugated materials shall be placed for collection in bundles at curbside under or adjacent to the Recycling Bins.
 - iii. Limbs and leaves must not be bagged. Tree limbs and roots in excess of 4 inches in diameter and/or over 5 feet long must be disposed of by the property Owner. Yard Trash picked up by the Contractor

shall be transported to a Designated Disposal Facility (Camden County Landfill) or such other Disposal Facility as shall be mutually agreed between the City and Contractor at which location said materials will be recycled.

- c. Hazardous Waste. Contractor shall not be responsible for the collection of Hazardous Waste.
- d. Location of Residential Waste for Collection. All Customers received Residential Waste Collection Service shall place all Residential Waste for collection curbside at the location hereinafter provided for the collection of Receptacles for Residential Waste Collection Service, unless Contractor has agreed with Customer to provide a Special Service collection at another location.

The obligations of Contractor are subject to the compliance by Customers of the rules and restrictions set forth in this Article 5, Section 1(B) and shall not be deemed to be in default of this Agreement in the event if any perceived default by Contractor of any of its obligations under this Agreement is due to or caused by the actions of Customers. Contractor shall not be responsible in any way for the actions of Customers with respect to their placement or treatment of any Solid Waste.

2. Receptacles and Bundles.

- A. All Customers shall use the approved Receptacles furnished by the Contractor. Additional Receptacles may be used by the Customer in addition to those provided by Contractor as long as such Receptacles meet the specifications and definitions set forth in this Agreement.
- B. Receptacles shall be kept covered at all times and maintained in good condition when in possession of Contractor. Contractor shall not be responsible for the failure of Customers to keep the Receptacles in such conditions and shall have no obligation to monitor the performance by Customers. Any Receptacles that does not conform with the provisions of this Section 2 or that may have ragged or sharp edges, or any other defect liable to hamper or injure the person working in, on or around said Receptacle must be promptly repaired or replaced with an approved Receptacle upon receipt by Contractor of notice within a reasonable time to that effect from the Customer or the City. By receipt of the Receptacles, the Customer assumes responsibility for the proper care and maintenance of the Receptacles. In the event replacement Receptacles and/or Recycling Bins become necessary and, in the reasonable opinion of the Contractor, such replacement is necessitated by negligence, misuse or neglect, the replacement cost for such Receptacle and/or Recycling Bins shall be borne by the Customer and in no event by the Contractor, it being understood between the parties that the Contractor shall only be responsible

for routine repair or replacement of Receptacles only in the event they become unfit, in Contractor's discretion, for their purpose by virtue of normal wear and tear.

C. Location of Receptacles and Bundles.

1. Receptacles and Bundles for Residential Waste Collection Service shall be placed at ground level, on the property of the Customer, and to the extent possible, shall not be placed upon City or public property or neighboring property not in the ownership or tenancy of the person by whom the Solid Waste is generated, whether such neighboring property be vacant or improved; provided, however, that in order to be eligible for pick-up by the Contractor, the Customer shall place Receptacles and Bundles ready for collection at a maximum distance of ten (10) feet from the traveled and graded or paved portion of the right-of-way and adjacent to, or upon the corners of the Customer's driveway for servicing by the Contractor. Such placement of Receptacles and Bundles shall be easily accessible to the City for inspection and to employees of the Contractor for collection.
2. At no time shall any Receptacles, Bundles, Yard Trash or Solid Waste be placed on or within the traveled and graded or paved portion of any public right-of-way, or on or within any gutters, ditches or sidewalks, subject to compliance by Customer of the requirements of this Agreement and local rules and regulations. This shall not prohibit placement in the owners driveway; adjacent to the traveled way.
3. Receptacles and Bundles for Residential Waste Collection Service shall be placed for collection prior to 7:00 a.m. on the day of collection, but in no case shall Receptacles or Bundles be placed on public right-of-way more than twelve (12) hours preceding the day of collection. The normal hours of collection are after the hour of 7:00 a.m. on days designated by the Contractor.
4. Customers wishing not to place Receptacles or Bundles at the designated location shall contract with the Contractor for collection and disposal of Solid Waste as a Special Service, unless otherwise provided herein. If Contractor does not agree to such Special Service or Customer does not notify Contractor of the request for Special Service, Contractor shall be entitled to rely on the provisions of this Agreement.

5. Any Receptacle offered for collection that has not been approved by the City shall be clearly marked by the Contractor, specifying the manner in which the Receptacle fails to meet the approved standards and the terms of this Agreement.
3. Customer Restrictions.
 - A. Contractor shall not be required to collect any Solid Waste which does not conform to the standards set forth herein and pursuant to any federal, state or local law, rule, regulation, license, permit or ordinance.
 - B. Contractor, upon approval by the City, shall have the right to terminate Residential Waste Collection Services immediately to any Customer violating any portion of this Agreement, unless otherwise provided for herein. Written notice of any such termination shall be provided to the Customer enumerating the violation(s), with a copy furnished to the City.

ARTICLE 6 – CONTRACTOR OBLIGATIONS

1. Contractor Performance. In the event the Contractor shall violate any of the terms, conditions, or provisions of this Agreement, or any of the regulations promulgated by the City pursuant thereto, the City shall notify the Contractor, in writing, to desist from further violations. Contractor shall have fifteen (15) business days to remedy such violation. Thereafter, if the violation is continuing, the Contractor may be deemed to have forfeited the Agreement, provided, the Contractor may, within a fifteen (15) business day period, petition the City for a hearing to determinate whether grounds exist for the Agreement to be revoked and terminated (“Forfeiture”). Forfeiture shall take effect upon the receipt by Contractor of certified mailing from the City of notice thereof to the Contractor after such hearing.
2. General Conditions.
 - A.
 - (1) When any action shall be taken by the Contractor under this Agreement and such action shall be objected to by any Customer, either the Contractor or the Customer may submit the controversy to the City for mediation, conciliation, or adjudication, provided however nothing in this Agreement shall be deemed to limit Contractor’s rights to pursue any action or remedy at law or in equity..

B. The City shall require the Contractor to furnish to the City on an annual basis, a performance bond at least in the amount of four hundred thousand dollars (\$400,000.00) to insure continuity of Residential Waste Collection Service. The bond shall be conditioned upon performance of the obligations within the Agreement, and it shall be considered a violation of the Agreement and the bond conditions if the Contractor shall:

1. Fail to cure violation(s) under Article 5 hereof after having been given fifteen (15) business days notice of failure to comply.
2. Take the benefit of any present or future insolvency statutes, or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, reorganization, or readjustment of its indebtedness under the federal bankruptcy laws or under any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.
3. By an order or judgment by a court of competent jurisdiction be adjudged bankrupt; provided however, that if such judgment or order is vacated within sixty (60) days after the entry thereof, any notice of Forfeiture of Contractor under Article 6 subsection 1 hereof resulting therefrom shall be null, void, and of no effect.

ARTICLE 7 – PAYMENT TO CONTRACTOR.

1. The Contractor shall bill the City by the 10th day of the following month for service rendered during the preceding month. The billing shall be based upon the count of Residential Units of record being serviced pursuant to this Agreement as of the first (1st) day of the month for which billing is issued. This billing is to be exclusive of Special Services. Payment from the City to Contractor shall be due upon receipt by the City of Contractor's bill and will be made no later than the 10th day of the following month from receipt of said billing.

2. The Contractor shall bill the respective Customer for Special Services by the 10th day of the month following the month during which said Special Services were rendered. Payment from the Customer to Contractor therefore shall be due upon receipt by the Customer of Contractor's bill.

3. In the event it shall become desirable or necessary to terminate the Special Service agreed to by Contractor by reason of nonpayment of charges by any Customer, such Special Service shall not be discontinued until a written notice has been delivered or mailed by the City to the Residential Unit where such Special Services are to be discontinued, which such notice shall be promptly mailed or delivered by City upon

nonpayment by Customer, and a copy of such notice mailed to the Contractor at least ten (10) days prior to the discontinuance. Notwithstanding the foregoing, Contractor may discontinue the Special Service if City does not mail or deliver such notice to the Residential Unit promptly after it is made aware of the nonpayment by Customer. Notice on the regular invoice (bill) does not comply with the intent of this subsection.

4. Customer Service.

- A. The Contractor shall provide and make known to the City a local phone service and/or location where the public may request Residential Waste Collection Service.
- B. The Contractor shall provide each Customer a condensed version, prepared by the City, of this Agreement. Said version shall outline obligations of the Customer, Contractor and the City.
- C. The Contractor agrees to provide back door service at no additional charge for those people who are physically handicapped and have no other means to get cans to roadside upon reasonable notice to Contractor by City.
- D. Contractor shall require its employees to serve the public in a courteous, helpful, and impartial manner. All Contractor personnel in both the field and the office shall refrain from profanity. Correction of any such behavior and language of personnel shall be the responsibility of the Contractor. Personnel shall use its best efforts to perform collection service with as little noise and little disturbance to the Customer as possible. No employee shall disturb or otherwise handle or move Customer or City property that is unnecessary to the proper execution of his or her duties. Care shall be taken to prevent damage to property, including Receptacles, shrubs, flowers and other plants, subject to the obligation of Customer to minimize such damage by complying with the rules and regulations of the City and the applicable terms and conditions of this Agreement. Collection shall be done in a sanitary manner and any spillage by the Contractor shall be immediately picked up and disposed in the collection vehicle. Personnel shall not be required to expose themselves to the danger of being bitten by vicious dogs or other animals in order to accomplish collection. In any case where the Owner or tenants have such animals at large, Contractor shall immediately notify the County's Animal Control Officer in writing of such condition and of Contractor's inability to perform collection service under this Agreement because of such condition.

5. Rates.

- A. Initial Rates. The initial monthly rates ("Initial Rates") for collection service are hereby established for each Residential Unit as follows and shall not be increased for any reason other than as stated and agreed herein:

Solid Waste	\$ 6.94
Yard Trash	\$ 3.00
Recycling	\$ 2.35
White Goods/Bulk Items	\$.63
Total	\$12.92

- B. Rate Changes. Unless the Initial Rates charged hereunder are adjusted pursuant to Article 7(5)(C), Rate Adjustment, Initial Rates established in the Agreement shall remain in effect for the duration of the Agreement unless the City approves a rate change based upon either a change in the compensation system of the Contractor, or a Contractor's request for a rate increase, or as otherwise set forth herein. No such rate change shall be made until a public hearing has been held on the application of an interested party or of the City on its own motion requesting for a change in the Initial Rate schedule. A notice thereof must be given by publication one time at least fifteen (15) days prior to the date of the public hearing in the City legal organ, and, if the application is not made by the Contractor, by mailing a copy of the said notice by certified mail, return receipt requested, to the said Contractor at least ten (10) business days prior to said notice of hearing. Any change shall be incorporated into a resolution adopted by the City at the hearing or a continuation thereof. Notwithstanding the foregoing, however, no upward rate adjustment shall take effect during a period of one (1) year from the date of execution of this Agreement. An audit of the Contractor's books may be conducted by a City appointed Certified Public Accountant (CPA) before a rate change is approved or disapproved. The Contractor shall pay the cost of all audits, legal fees, etc., reasonably incurred by the City in reviewing a proposed rate change, if the request is initiated by the Contractor.
- C. Rate Adjustment. Notwithstanding the foregoing and notwithstanding any terms and conditions to the contrary relating thereto, the Contractor shall be entitled to rate adjustments based on changes in the Consumer Price Index as follows: (1) On the first anniversary of the Initial Term of this Agreement and on each anniversary thereafter, including any Renewal Term, the Initial Rates to be paid to Contractor hereunder shall be subject to annual price adjustments which shall be made by applying to the then current rate, the ratio of change between the former and the current index of the Consumer Price Index for ALL URBAN WAGE EARNERS on a national basis To; Urban Wage Earners and Clerical Workers (CPI-W) – all items – (US City Average) published by the U.S. Department of Labor, Bureau of Labor Statistics for the month ending sixty (60) days prior to each anniversary date of the Initial Term and any Renewal(s) Term thereof. (2) Provided, however, that if the Bureau of Labor

Statistics changes the form or the basis of calculating the Consumer Price Index, above referred to, the parties agree to request the Bureau to make available, for the life of the contract, a monthly Consumer Price Index, "All Items" number, in its present form and calculated on the same basis as the Index for March, 1994. If the Bureau will not make a monthly Consumer Price Index available, and if a reasonably comparable successor Index is available, then the rates set forth herein shall be computed according to such successor Index, appropriately adjusted. Upon the reasonable request of the City, the Contractor shall submit records and information as would support the rate adjustment. Furthermore, the Contractor may petition the City for rate adjustments on the basis of unusual changes in its costs of doing business, such as new or revised laws, ordinances or regulations; changes in the location of Designated Disposal Facilities or significantly increased fuel prices. Any fuel allowance granted the Contractor shall be taken into account, when adjusting costs by the Consumer Price Index. Beginning November 1, 2008, the CPI Rate Increase shall be computed at 70% of that referenced above. If fuel rates are reduced substantially, the City may petition the Contractor for lower rates to be charged.

D The City is a municipal corporation within Camden County, Georgia, ("County") and this Agreement is in conjunction with the Franchise Agreement for Residential Waste Collection Service between the County and the Contractor, dated May 9, 1994, for the sole purpose of increasing the quantity of Residential Units served by the Contractor in the County and City. All County and City Customers shall be charged the same amount for Residential Waste Collection Services under this Agreement unless the County or City agrees to rate changes as specified in this Agreement. The County shall not be responsible to the Contractor for payment of bills related to City Residential Units and the City shall not be responsible for payment of bills related to County Residential Units.

6. Disposal Fees and Regulations.

A. Disposal at Designated Disposal Facilities. The Contractor must dispose of all Solid Waste collected by it under the terms of the Agreement at only the Designated Disposal Facilities and the disposal fees shall be billed directly from the Designated Disposal Facility to the City and whereby the City shall pay such fees directly to said Designated Disposal Facility. Furthermore, in the event Contractor experiences a net cost for disposal of Recyclable Materials, the City shall not be responsible to

reimburse Contractor for that cost. At no time shall Recyclable Materials be disposed of in a landfill.

- B. Solid Waste Non-Returnable. No Solid Waste, once collected, may be returned to the Customer without the written approval of the City, or transported to any location other than a Designated Disposal Facility.
- C. Penalty. The penalty for disposal at any location other than a Designated Disposal Facility shall be two (2) times the applicable disposal fee, payable to the City.

7. Annual Audit Report.

- A. The Contractor shall maintain all of its books and records relating to the Agreement in accordance with United States generally accepted accounting principles.
- B. The City shall conduct an accounting waste stream analysis quarterly for the purpose of reconciling accounts versus tonnage disposed of and to determine whether or not the need exists for the submittal of an audit by the Contractor. If an audit is needed, as determined by the City in the exercise of its reasonable judgment and upon evidence set forth in the waste stream analysis, it shall so notify the Contractor in writing, and shall allow the Contractor a specific period of time to produce and submit the audit, not less than 90 days from the date of the notice. Such audit shall be prepared by an independent certified public accountant, and shall include: a Statement of Gross Receipts of the Contractor for services rendered under the Agreement, a Statement of Other Expenses incurred in sufficient detail to indicate where and how such expenses were incurred, and in Income Statement. These Statements shall be prepared in accordance with United States generally accepted accounting principles, and shall be fully audited in accordance with United States generally accepted auditing standards, and shall cover the 12 month period of time ending immediately preceding July 31, unless the City requires the inclusion of any earlier or later period.
- C. If the Contractor fails to submit its certified audit within the time prescribed in Paragraph B hereto or to obtain an extension for good cause shown fifteen (15) business days prior to the report due date, it shall pay a late charge of ten percent (10%) of the average monthly disposal fee incurred by the City for the preceding twelve (12) month period.
- D. When a certified audit report has not been filed within the prescribed time, the City shall notify the Contractor in writing of the delinquency ("Notice of Delinquency"). If the certified audit report is not filed within thirty (30) days after the Notice of Delinquency has been mailed, the City may conduct an independent audit of the books and records of the Contractor. Thereupon, the Contractor shall be liable not only for the late

charge but all reasonable costs of the audit and reasonable attorney's fees related thereto.

8. Unlawful Operation
It shall be unlawful for any Person to collect, remove, or dispose of Solid Waste for others in the incorporated area of the City. Notwithstanding the foregoing, this Agreement and any exclusivity granted to Contractor shall not be deemed to prohibit transportation and disposal by any Person of the Solid Waste generated exclusively by such Person in the pursuit of its lawful conduct and affairs.

ARTICLE 8 – INSURANCE

- A. The Contractor shall provide and keep in force a comprehensive General Liability and Property Damage Insurance Policy. Such general liability coverage shall not be less than Two Million Dollars (\$2,000,000.00) general aggregate. Said insurance shall not have limits less than One Million Dollars (\$1,000,000.00) for personal and adverse injury, and not less than One Million Dollars (\$1,000,000.00) for each occurrence. Property damage coverage shall not have a combined single limit of less than One Million Dollars (\$1,000,000.00) insuring by name the Contractor, as their interests may appear, against public liability and property damage claims. Further, the Contractor shall maintain in full force and effect at all times an excess liability umbrella having Five Million Dollars (\$5,000,000.00) minimum aggregate. The Contractor shall maintain in full force and effect at all times at least the minimum motor vehicle insurance required under the law of the state of Georgia for registration hereof, and shall provide proof of such registration to the City for each motor vehicle used by the Contractor in the performance of its Contractor obligations. The Contractor shall furnish the City with an appropriate certificate or certificates from the insurance carrier showing each insurance to be in force at all times along with an agreement from the insurance carrier to notify the City thirty (30) days prior to any modification, revocation, cancellation or non-renewal thereof.

- (1) The Contractor shall maintain, during the life of this agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law for all of its employees per Georgia Statutes.
- (2) All insurance other than Professional Liability and Workers' Compensation to be maintained by the Contractor shall specifically include the City as an "Additional Insured".

Original copies of all required insurance herein shall be provided to the City upon execution of this Agreement and renewal thereof.

- B. All vehicles used in the fulfillment of the Agreement shall be licensed in Camden County, Georgia for the duration of the Agreement. In the event of removal, replacement, and or addition of vehicles, the City will be notified in writing not less than 48 hours prior to the removal of any vehicle or 24 hours

following receipt of new vehicles to be utilized in the City. All vehicles used for Residential Waste Collection Service shall be prominently marked with the name of the Contractor and the vehicle number on the driver and passenger sides. The vehicle number shall also be marked on the front and rear of the vehicle.

- C. The Contractor shall submit a report by the fifteenth (15) of each month to the City listing all complaints and action taken in response to such complaints. The Contractor shall be reasonably available to review this report with the City if so requested.
- D. The Contractor shall make a full and prompt investigation of all customer complaints and Special Service requests. For the purposes of this Section, "Complaint" shall be construed to mean substantial objections, supported by documentation or other evidence, made to the Contractor by a Customer as to its charges, facilities, or service. A written record of each complaint received shall be kept by the Contractor. This record shall show the name and address of the complainant, and the result of any investigation, along with the disposition of the complaint and the date of such disposition. Excessive numbers of complaints, supported by documented evidence and found to be justified by Contractor, may be cause for Forfeiture of the Agreement.
- E. The Contractor shall maintain throughout the Initial term and any Renewal Term of this Agreement a designated place of business within Camden County, or within 25 miles, (refer to Article 3.1 (O) for details) as well as a local telephone number to be used by Customers regarding questions about service provided under this Agreement, unless the City, in its sole discretion, specifically approves otherwise, with any reasonable conditions it may deem appropriate, and with concurrence of the Contractor.
- F. The Contractor shall at all times conduct each and every aspect of his/her business in strict accord with the laws, ordinances, rules and regulations of the City of St. Marys, the State of Georgia and of the United States of America.

ARTICLE 9 – INDEMNIFICATION

The Contractor shall indemnify and save harmless and defend the City, its officers, its agents, servants and employees from and against any and all claims, liability, losses, and or cause of action ("Damage") which may arise from any negligent act or omission of the Contractor, its officers, its agents, servants, or employee in the performance of services under this Agreement, provided that such Damage did not arise as a result of the negligent act or omission or willful misconduct of the City, its officers, its agents, servants or employees.

1. Agreement Transfer

- A. Any person to whom the Agreement is transferred, whether for a valid consideration or not, shall be responsible for all fees owed the City.
- B. Any person desiring to assign this Agreement or the rights obtained under this Agreement in whole or in part, or a Contractor desiring to transfer a controlling interest in the Contractor shall petition the City for authority to assign the Agreement or transfer the controlling interest in Contractor.

The City may disapprove any assignment or transfer if it has reasonable grounds to believe, supported by documented evidence, that such assignment or transfer will result in a degradation of performance or service provided by the Contractor, such grounds to include issues relating to commercial or operational actions of the Contractor, or defer the assignment or transfer until all fees owed the City are paid. As used in this paragraph, the term "controlling interest" means forty (40) percent or more of the ownership or of the voting rights of the Contractor.

- C. The City Council shall have final approval of any assignment or transfer.
- D. Prior to any assignment or transfer, the Contractor must submit to the City an application with the applicable application fee.

ARTICLE 10 – TRUTH-IN NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. All wage rates and costs shall be furnished to the City upon execution of this Agreement. Said information shall be submitted by the Contractor, upon request by the City, at the time of any renewals or extensions of this Agreement.

ARTICLE 11 – TERMINATION

This Agreement may be terminated by the Contractor upon one hundred eighty (180) days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Contractor. The agreement may be terminated by the City in the event the Contractor fails to perform duties under this Agreement upon and in the exercise of the City's rights therefore as provided in this Agreement, within one hundred eighty (180) days prior written notice to the Contractor ("Termination Notice"). After receipt of Termination Notice and except as otherwise directed by the City, the Contractor shall:

- A. Stop work on the date to the extent specified in the Termination Notice.
- B. Continue and complete all parts to the work that have not been terminated pursuant to the Termination Notice.

ARTICLE 12 – SUBCONTRACTING

No portion of the work or services called for in this Agreement shall be subcontracted without City approval in writing from the City.

ARTICLE 13 – FEDERAL AND STATE TAX

The Contractor shall not be exempted from paying sales tax to their suppliers for materials used to fulfill Contractor's obligations with the City, nor is the Contractor authorized to use the City's Tax Exemption Number in securing such materials.

The Contractor shall be responsible to payment of his/her own FICA and Social Security benefits with respect to this Agreement.

ARTICLE 14 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the Contractor's reasonable control. Such cause may include, but not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; severe weather conditions.

ARTICLE 15 – ARREARS

The Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any agreement, contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this agreement.

ARTICLE 16 – INDEPENDENT RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any part of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent Contractor and not as employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 17 – CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or revealing from the award of making of this Agreement.

ARTICLE 18 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The City shall have access to such books, records, and documents, as

required in this section for the purpose of inspection or audit during normal business hours, upon five (5) days written notice.

ARTICLE 19 – NONDISCRIMINATION

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

ARTICLE 20 – ENTIRETY OF AGREEMENT

The City and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditioning contained in the Agreement may be added to, modified, superceded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees, court costs and all expenses (including taxes) even if not taxable as court costs including, without limitation, all such reasonable fees, costs, and expenses incident to appeal, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct business, and that it will at all times conduct its business in a workmanlike manner.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any person or circumstances shall, to any extent, be held invalid or unenforceable, then the remainder of the Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – AMMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE 25 – NOTICE

All motions required by this Agreement shall be certified mail, return receipt requested, receipt to be returned as follows:

To the City addressed to:

Bill Shanahan, City Manager
City of St. Marys, Georgia
418 Osborne Street
St. Marys, Georgia 31558

And if sent to the Contractor shall be to:

Dave Lavender, Area President
9798 Normandy Blvd.
Jacksonville, Florida 32221

With a copy to:

Christian B. Mills, Vice President - General Counsel
7915 Baymeadows Way, Suite 300
Jacksonville, Florida 32256

ARTICLE 26 – HEADINGS, CONSTRUCTION AND INTERPRETATION

Any headings proceeding the text of the Articles and Sections of this Agreement and any Table of Contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or affect. All words contained in this agreement importing the singular number shall include the plural in such case and vice versa, and the terms "Agreement" "herein" "hereunder" "hereby" "hereto" "hereof" and any similar terms, shall refer to this Agreement in its entirety.

ARTICLE 27 – GOVERNING LAW

This Agreement shall be construed under the laws of the State of Georgia, and the parties further agree that any litigation concerning this Agreement shall be filed and heard exclusively in the Superior Court of Camden County, Georgia.

IN WITNESS WHEREOF, the Council of the City of St. Marys, Georgia has made and executed this Agreement on behalf of the City and Contractor has hereunto set his/her hand this day and year above written. This Agreement shall be executed in five (5) copies. Each copy shall be an original.

ATTEST:

CITY OF ST. MARYS
COUNCIL

BY: Marlene M. Roellig
NAME: Marlene M. Roellig
(TYPE OR PRINT)
TITLE: City Clerk

BY: [Signature]
NAME: William P. Shanahan, Jr.
(TYPE OR PRINT)
TITLE: City Manager

SEAL

CONTRACTOR
ADVANCED DISPOSAL SERVICES
JACKSONVILLE, LLC

WITNESS:

By: [Signature]
SIGNATURE

[Signature]
SIGNATURE
Christ Mills
NAME (TYPE OR PRINT)

Warren Han
NAME (TYPE OR PRINT)
COO
TITLE

**ADDENDUM TO ARTICLE 2 OF THE
AGREEMENT FOR SOLID WASTE SERVICES FOR THE
CITY OF ST. MARYS, GEORGIA between the CITY OF ST. MARYS,
GEORGIA, (hereinafter referred to as "City") and Advanced Disposal Services
Jacksonville, LLC, (hereinafter referred to as "Contractor")**

Services shall also be provided to all Commercial Establishments and Institutional Establishments, as identified by City to Contractor as a Customer under the definitions of this Agreement, who comply with Article 2, customer compliance number 1. The Contractor shall provide Residential Waste services and obligations, outlined in this Agreement for Residential Units and Customers, to Commercial Establishments and Institutional Establishments identified as Customers. Contractor services to Commercial and Institutional Establishments shall not include collection of Recyclable Materials or Yard Trash. The obligations of Residential Units and Customers, outlined in this agreement, shall also be obligations of Commercial Establishments and Institutional Establishments identified as Customers.

IN WITNESS WHEREOF, the Council of the City of St. Marys, Georgia has made and executed this Agreement on behalf of the City and Contractor has hereunto set his/her hand this day and year above written. This Agreement shall be executed in five (5) copies. Each copy shall be an original.

ATTEST:

CITY OF ST. MARYS
COUNCIL

BY: Darlene M. Roellig

BY: 

NAME: Darlene M. Roellig
(TYPE OR PRINT)

NAME: William P. Shanahan, Jr.
(TYPE OR PRINT)

TITLE: City Clerk

TITLE: City Manager

SEAL

CONTRACTOR

WITNESS:

DAVE SHEDLER
NAME (TYPE OR PRINT)

Darlene M. Roellig
SIGNATURE

District Man
TITLE

Darlene M. Roellig
NAME (TYPE OR PRINT)

Dave Sheld
SIGNATURE

CITY COUNCIL MEETING

November 21, 2011

TITLE: REFERENDUMS: *Discussion*

PURPOSE: To discuss the next steps in changing the City Charter and other applicable chapters to reflect the constituent's passage of majority voting and election dates.

RECOMMENDATION: To authorize the City Attorney to draft the required ordinances as passed by the City of St. Marys voters.

HISTORY/ANALYSIS: On November 8th, St. Marys' residents passed and approved two Charter amendments on the election ballot. The first amendment requires the date of election of City Councilmembers and Mayor to be held in even numbered years as to coincide with state and national elections. A second amendment requires that a candidate for City Council or Mayor must receive at least a simple majority of all votes cast to be elected.

Department

Director:

Marlene M. Roellig

City

Manager:

[Signature]

Mike Wilson, 11 Yellow Bluff Trace: Spoke in support of the appeal being in by the deadline when the City Manager would not respond to the hearing question.

CONSENT AGENDA (*)

Councilmember Trader moved to approve the consent agenda item B under Old Business and under New Business items F, H, I, & J. Councilmember Bird seconded the motion. Voting was unanimous in favor of the motion.

OLD BUSINESS:

A. MAJORITY RULE FOR VOTERS:

Revision to the language for local legislation on a binding referendum to change to majority voting and election dates

Councilmember Trader moved to approve the revised language for the local legislation and resolutions. Councilmember Bird seconded the motion.

Councilmember Trader read the first question as follows:

- "() Yes Shall the Charter of the City of St. Marys, Georgia be amended so as to require the date of election of city council members and mayor to be held in even numbered years so as to coincide with state and national elections?"
- () No

Councilmember Bird read the second question as follows:

- "() Yes Shall the Charter of the City of St. Marys, Georgia be amended so as to require that a candidate for city council or mayor must receive at least a simple majority of all votes cast to be elected?"
- () No

Council discussed the terms and election cycle. Councilmember Trader amended the motion to include recommended changes. The City Attorney stated the approved Acts would be presented to the local delegation in Georgia General Assembly for approval. Once approved, the US Department of Justice would need to pre-clear in accordance with the Voting Right Act of 1965, and then the referendum could take place, and be in effect at the next city election. Voting was unanimous in favor of the motion.

B. REVCO DISCOUNT DRUG CENTER, INC D/B/A CVS PHARMACY #4206 NEW ALCOHOL LICENSE: (*)

Revco Discount Drug Center, Inc. requests approval of a 2010 Alcohol License for sale of beer and wine, off-premise consumption, without food.

Councilmember Trader moved to approve Revco Discount Drug Center, Inc. D/B/A CVS Pharmacy #4206 new Alcohol License. Councilmember Bird seconded the motion. Voting was unanimous in favor of the motion.

1
2
3 **AN ACT**

4 To amend an Act providing for a new charter for the City of St. Marys, Georgia,
5 approved April 9, 1981 (Ga. L. 1981, p. 4763), as amended, particularly by an
6 Act approved March 4, 1993 (Ga. L. 1993, p. 3961), and as further amended by
7 an Act approved April 4, 1996 (Ga. L. 1996, p. 4100), so as to provide for
8 elections of the mayor and councilmembers in even numbered years; to provide
9 for adjusted and staggered terms for certain offices to accommodate elections in
10 even-numbered years; to provide for related matters; to provide for a certain
11 submission; to repeal conflicting laws; and for other purposes.

12 **BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:**

13
14 **SECTION 1.**

15
16 An Act providing for a new charter for the City of St. Marys, Georgia, approved
17 April 9, 1981 (Ga. L. 1981, p. 4763), as amended, particularly by an Act
18 approved March 4, 1993 (Ga. L. 1993, p. 3961), and as further amended by an
19 Act approved April 4, 1996 (Ga. L. 1996, p. 4100), is amended by adding a new
20 Subsection (d) and (e) of Section 3-102, relating to elections of the mayor and
21 councilmembers in even-numbered years and to provide for adjusted and
22 staggered terms for certain offices to accommodate elections in even-numbered
23 years to read as follows:

24
25 "(d) The term of all council members elected to city council posts by election in
26 2011 shall be for a term of three years. The next succeeding election to fill those
27 posts shall be held in 2014 and the terms for council members elected to those
28 posts in that election and subsequent elections shall be four years. The term of
29 all council members elected to city council posts by election in 2013 shall be for a
30 term of three years. The next succeeding election to fill those posts shall be held
31 in 2016 and the terms for council members elected to those posts in that election
32 and subsequent elections shall be four years.

33
34 (e) The term of the mayor who shall be elected in 2013 shall be for a term of
35 three years. The next succeeding election for mayor shall be held in 2016 and
36 the terms for those positions in that election and subsequent elections shall be
37 four years."

38
39 **SECTION 2.**

40
41 Unless prohibited by the federal Voting Rights Act of 1965, as amended, the
42 election superintendent of the City of St. Marys, Georgia shall call and conduct
43 an election as provided in this section for the purpose of submitting this Act to the
44 electors of the City of St. Marys for approval or rejection. The election
45 superintendent of the City of St. Marys shall call for such election upon the
46 earliest date permitted for a general or special election following approval of this

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

Resolution Number: *2010-RO12*
Reading and Adoption: *8/23/10*

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

Present:

William DeLoughy, Mayor
Greg Bird, Councilman, Post 1
Deborah Hase, Councilwoman, Post 2
Chuck Trader, Councilman, Post 3
Keith Post, Councilman, Post 4
John Morrissey, Councilman, Post 5
Sidney Howell, Councilman, Post 6

On the motion of Councilman Chuck Trader which carried unanimously the following Resolution was adopted:

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

WHEREAS, electors of the City of St. Marys have expressed a desire to have elections for the mayor and council members of the City of St. Marys held in even-numbered years to coincide with state and national elections, and

WHEREAS, the mayor and city council of the City of St. Marys recognize that a change to elections in even-numbered years would result in a substantial savings in the cost of elections, and

WHEREAS, the mayor and city council of the City of St. Marys recognize that a change to elections in even-numbered years would be beneficial to the citizens of the City of St. Marys, and

WHEREAS, the city council of the City of St. Marys has caused to be prepared a proposed act for the Georgia General Assembly to consider providing that subsequent elections for mayor and council members be held in even-numbered years.

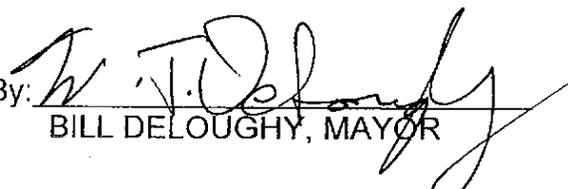
NOW, THEREFORE, BE IT RESOLVED by the St. Marys City Council, acting in its capacity as the governing authority of the City of St. Marys, that the Council endorses the proposed Local Act attached hereto as Exhibit A and authorizes the Mayor of St. Marys to send a copy of this Resolution and that

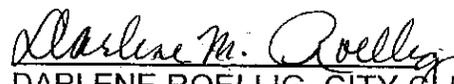
47 proposed act to the members of the Georgia General Assembly representing the
48 citizens of St. Marys encouraging them to introduce and work for passage of
49 such act.

50
51 This Resolution shall be effective upon adoption.

52
53 This the 23rd day of August, 2010.
54

55
56 **ST. MARYS CITY COUNCIL**

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60 By: 
61 **BILL DELOUGHY, MAYOR**
62

63
64 ATTEST:
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66 
67 **DARLENE ROELLIG, CITY CLERK**
68 **CITY OF ST. MARYS, GEORGIA**
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AN ACT

To amend an Act providing for a new charter for the City of St. Marys, Georgia, approved April 9, 1981 (Ga. L. 1981, p. 4763), as amended, particularly by an Act approved March 4, 1993 (Ga. L. 1993, p. 3961), and as further amended by an Act approved April 4, 1996 (Ga. L. 1996, p. 4100), so as to provide for election of the mayor and councilmembers by a simple majority of voters of the entire City of St. Marys; to provide for related matters; to provide for a certain submission; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act providing for a new charter for the City of St. Marys, Georgia, approved April 9, 1981 (Ga. L. 1981, p. 4763), as amended, particularly by an Act approved March 4, 1993 (Ga. L. 1993, p. 3961), and as further amended by an Act approved April 4, 1996 (Ga. L. 1996, p. 4100), is amended by striking Subsection (a) of Section 3-102, relating to election of the members of the City Council of the City of St. Marys, Georgia in its entirety and inserting in lieu thereof the following:

"(a) For the purpose of electing council members, the City of St. Marys shall consist of one election district with six numbered posts. Each person seeking election as a council member shall designate the post for which he or she seeks election. The candidate receiving a simple majority of the votes cast for the designated city council post shall be elected. All council members shall be elected for terms of four years and until their successors are elected and qualified."

SECTION 2.

Said Act is further amended by striking subsection (b) of Section 3-102, relating to the election of the mayor in its entirety and inserting in lieu thereof the following:

"(b) The mayor shall be elected from the city at large by a simple majority of the votes cast to fill such office for a term of four years and until his or her successor is elected and qualified."

SECTION 3.

Unless prohibited by the federal Voting Rights Act of 1965, as amended, the election superintendent of the City of St. Marys, Georgia shall call and conduct an election as provided in this section for the purpose of submitting this Act to the electors of the City of St. Marys for approval or rejection. The election

47 superintendent of the City of St. Marys shall call for such election upon the
48 earliest date permitted for a general or special election following approval of this
49 Act by the Governor or upon its becoming law without such approval, and
50 compliance with the federal Voting Rights Act of 1965, as amended, as certified
51 by the City Attorney for the City of St. Marys, Georgia. The election
52 superintendent shall cause the date and purpose of the election to be published
53 once a week for two weeks immediately preceding the date thereof in the official
54 organ of Camden County. The ballot shall have written or printed thereon the
55 words:

56
57 Yes Shall the Charter of the City of St. Marys, Georgia be
58 amended so as to require that a candidate for city council or
59 No mayor must receive at least a simple majority of all votes
60 cast to be elected?"

61
62 All persons desiring to vote for approval of the Act shall vote "Yes," and all
63 persons desiring to vote for rejection of the Act shall vote "No." If more than one-
64 half of the votes cast on such question are for approval of the Act, Section 1 of
65 this Act shall become of full force and effect on the next and all subsequent
66 municipal elections in the City of St. Marys following approval by the electors
67 unless prohibited by the federal Voting Rights Act of 1965, as amended.

68
69 This amendment shall not be effective until approved by a majority of the electors
70 of the City of St. Marys and any necessary approval pursuant to the federal
71 Voting Rights Act of 1965, as amended has been procured by the City Attorney
72 of St. Marys.

73
74 **SECTION 4.**

75
76 Except as otherwise provided in Section 2 of this Act, this Act shall become
77 effective upon its approval by the Governor or upon its becoming law without
78 such approval.

79
80 **SECTION 5.**

81
82 All laws and parts of laws in conflict with this Act are repealed.

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

Resolution Number: *2010 - R011*
Reading and Adoption: *8/23/10*

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

Present:

William DeLoughy, Mayor
Greg Bird, Councilman, Post 1
Deborah Hase, Councilwoman, Post 2
Chuck Trader, Councilman, Post 3
Keith Post, Councilman, Post 4
John Morrissey, Councilman, Post 5
Sidney Howell, Councilman, Post 6

On the motion of Councilman Chuck Trader, which carried unanimously the following Resolution was adopted:

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

WHEREAS, electors of the City of St. Marys have expressed a desire to have the mayor and council members of the City of St. Marys elected by simple majority instead of a plurality of the votes cast in any future such election, and

WHEREAS, the mayor and city council of the City of St. Marys desire for the citizens of St. Marys to decide this issue, and

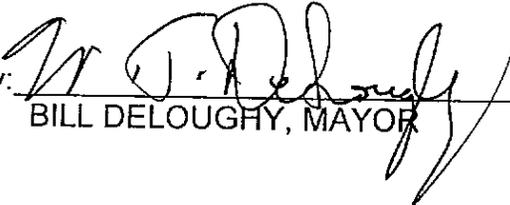
WHEREAS, the city council of the City of St. Marys has caused to be prepared a proposed act for the Georgia General Assembly to consider providing that subsequent elections for mayor and council members be decided by simple majority vote.

NOW, THEREFORE, BE IT RESOLVED by the St. Marys City Council, acting in its capacity as the governing authority of the City of St. Marys, that the Council endorses the proposed Local Act attached hereto as Exhibit A and authorizes the Mayor of St. Marys to send a copy of this Resolution and that proposed act to the members of the Georgia General Assembly representing the citizens of St. Marys encouraging them to introduce and work for passage of such act.

This Resolution shall be effective upon adoption.

This the 23rd day of August, 2010.

ST. MARYS CITY COUNCIL

By: 
BILL DELOUGHY, MAYOR

ATTEST:


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

CITY COUNCIL MEETING

November 21, 2011

TITLE: Gaines Davis Subdivision Sewer Extension

PURPOSE: To authorize the additional expenditure of funds for engineering re-design of a gravity sewer system for the Gaines Davis Subdivision area.

RECOMMENDATION: Approval.

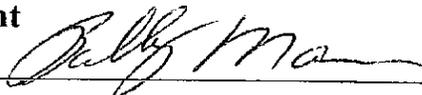
HISTORY/ANALYSIS:

Council previously directed staff not to spend any additional funds on the Gaines Davis utility project until further discussion with the community was able to be held. A City Council workshop was held on November 10, 2011 to discuss the sanitary sewer options for the Gaines Davis Subdivision area. The result of the meeting was that the gravity sewer option was the preferred method of service delivery. However, the gravity sewer option would need to be re-designed to minimize the number of easements necessary for construction as well as alternative sites for lift stations investigated to minimize the impact on existing residences. Initially, the design parameters did not contemplate the alternative of placing the sewer lines in the streets in order to limit the costs of the project. This decision was based on the assumption that all, or a majority of, the required easements would voluntarily be provided to the City. In order to reduce the number of easements and lift stations, staff will investigate the alternative of locating more of the sewer lines in the streets, which will also require street reconstruction (which is something which is needed anyway).

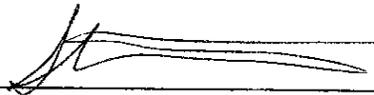
In order to accomplish this engineering re-design, additional funds will be necessary. The engineer has submitted a cost of \$27,398.00 to cover the engineering re-design. The additional design funds will be taken from Sewer Contingency.

In addition to the above referenced meeting, various community input sessions were held including: May 23, 2007; March 24, 2010; March 7, 2011; September 12, 2011; and November 10, 2011.

Department

Director: 

City

Manager: 

**St. Marys Spur Sewer Revision Design
Engineering Fee Estimate**

ITEM	TASK	Hourly Rate	Estimated Hours							Hours	FEE	
		\$ 135	\$ 120	\$ 105	\$ 95	\$ 65	\$ 120	\$ 120	\$ 80	Sub-Total	Sub-Total	
1	General Consulting/Concept											
	City of St. Marys Meetings		8								8	\$ 1,080
	Kick Off										0	\$ -
	Status Update emails										0	\$ -
2	Survey										0	\$ -
	Information Gathering										0	\$ -
	Topo Survey										0	\$ -
	Utility Locations										0	\$ -
	Easement Plats 10 parcels										0	\$ -
4	Preliminary Design										0	\$ -
	Preliminary Plans		8	40	2	80	2				132	\$ 13,820
	Pump Station Calculations (New and Revised)			20								\$ 2,400
	Project Design Meetings & Update Emails										0	\$ -
	NPOES		2	4		20	2				28	\$ 2,780
5	Permit Phase										0	\$ -
	City of St. Marys		2	4		4					10	\$ 1,130
	EPD			4		4						\$ 860
	LDA			8		3	1					\$ 1,310
	GDOT											\$ -
6	Final Design										0	\$ -
	Final Plans		2	8	2	16	4				32	\$ 3,220
	Div 2 - Final Plans										0	\$ -
	Bid Services										0	\$ -
7	Construction										0	\$ -
	Pre-Construction										0	\$ -
	Shop Drawings										0	\$ -
	Construction Observation										0	\$ -
	Final Inspection										0	\$ -
	Closeout										0	\$ -
	Record Survey										0	\$ -
	Closeout										0	\$ -
Sub-Total - Personnel			22	88	4	127	9	0	0	0	210	\$ 26,600
Reimbursables												
Printing, Travel, Materials, Reproduction (Approx 3% of Personnel Cost)												\$ 798.00
Sub-Total - Reimbursables												\$ 798.00
Total												\$ 27,398.00

Memorandum

To: Steve Crowell, City Manager
From: Jennifer Brown, Finance Director
Cc: Bobby Marr
Date: 11/16/2011
Re: Gaines-Davis Sewer

Funds are being requested on the Council Agenda for November 21, 2011 to authorize the additional expenditure for preliminary engineering re-design of a gravity sewer system for the Gaines Davis Subdivision area. I understand the additional funds for the re-design will be taken from Sewer Contingency.

To date, the City has secured funds for the completion of the Lift Station 13 upgrade, which has to be done before the Gaines Davis project can be completed. To date funds have not been secured to complete the Gaines Davis project.

Funding to complete the Gaines Davis project will need to be determined by the City. The City can seek funding for the project from a loan, Georgia Environmental Financing Authority (GEFA), use SPLOST VI funds if available, use future SPLOST funds or a combination thereof.

Please keep in mind that SPLOST VI funds have been drastically reduced due to the actual amount of tax collected. If the City desires to use SPLOST VI for the Gaines Davis project, other projects covered under SPLOST VI will have to be delayed until further funding is available.

It is Staff's understanding that Council's desire is to allow the Gaines Davis residents to hookup to sewer services at the capital recovery rate that was in place in 2000. The rate for sewer hookup at that time was \$1,500.00. At this point, staff has not been able to locate the motion that implemented this rate, therefore this needs to be addressed by council.

The capital recovery rate for water was \$750.00 in 2000. Water was available to the majority of residents before they were annexed into the City. Some residents are not connected to water and would be required to connect before they receive sewer service. Staff needs direction on what these residents will be required to pay for water connection.

Staff recommends that Gaines Davis customers be given six (6) months to connect to the city's infrastructure. Current rates will apply if the customer does not connect within the six (6) month time frame.

Bobby Marr

From: Stovall, Chris [stovall.c@thomasandhutton.com]
Sent: Monday, November 14, 2011 4:58 PM
To: Bobby Marr
Subject: RE: engineering cost
Attachments: spur40sewer revision_engineering fees.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Bobby-

Attached is our budget cost for shifting the gravity sewer to reduce the number of easements, especially along the street r/w easements. Basically we will plan to shift to be under the road in most locations. Trench box construction will be utilized along the low side cross-street easements to reduce the widths of those easements.

I am assuming that we will be relocating the 4th/Mike Street Station (potentially onto the Winston Barlow 1350-026 tract), so have included new calcs for it as well as design of a new pump station at 2nd Street. By installing the 2nd Street station, the sewer along Mike Street (and former Mike Street extension area), while still necessary, will be reduced to 20'. While we have existing permits from EPD/NPDES, we will have to spend a little time updating approval letters.

Basically it will be 52 new plan and profile sheets, so trying to be as effective as possible with the revisions. It will be extremely important to make sure the routing is determined up front. I've included coming down for the day and going over each line/easement area with you and the councilman you discussed so we can be sure we only have to do one revision. We may need to meet with the individuals where easements are inevitable on that day as well. Once we have the route locked down, I think we can finish the drawings in 3 weeks.

Call if you have any questions and thanks.

Chris Stovall, P.E., LEED[®]AP
Thomas & Hutton
www.thomasandhutton.com
stovall.c@thomasandhutton.com
(P) 912-721-4155 (F) 912-721-4255

From: Bobby Marr [<mailto:Bobby.Marr@stmarysga.gov>]
Sent: Monday, November 14, 2011 2:06 PM
To: Stovall, Chris
Subject: engineering cost

Chris,

How soon do you think that you will be able to get me an engineering cost as we discussed earlier?

Bobby

Bobby Marr

From: Steve Crowell
Sent: Monday, November 14, 2011 1:41 PM
To: Bobby Marr
Cc: Artie Jones; Darlene Roellig; Donna Folsom; Jennifer Brown; Rodger Wooten; Robert Horton; Roger Weaver; Steve Crowell
Subject: FW: Service Requirements

From: Gary Moore [<mailto:GMoore@tosclaw.com>]
Sent: Monday, November 14, 2011 1:01 PM
To: Bill DeLoughy; Chuck Trader; Deborah Hase; Greg Bird; John Morrissey; Keith Post; Sidney Howell; Steve Crowell
Subject: FW: Service Requirements

Good afternoon, everyone.

Here is a copy of the email Steve is referring to:

"You have asked me if St. Marys is required to provide water or sewer services to Gaines Davis Subdivision.

Georgia law (O.C.G.A. § 36-36-92) requires that the extension of water and sewer services to annexed areas such as Gaines Davis is to be done "according to the policies in effect in such municipal corporation for extending water and sewer lines to individual lots and subdivisions." Hence, we have to treat the properties in Gaines Davis in the same way as we would treat other subdivisions. There is no special requirement that we extend water and sewer lines to Gaines Davis simply because they were annexed into the city. In other words we cannot discriminate against them, but they have no special right to have water and sewer extended to them.

Please let me know if I can be of further assistance."

From: Steve Crowell [<mailto:Steve.Crowell@stmarysga.gov>]
Sent: Monday, November 14, 2011 10:41 AM
To: Gary Moore
Subject: Service Requirements

At the meeting last week on Gaines Davis, a citizen gave the Council a copy of a state law (I do not have it) indicating that the City was REQUIRED to provide services (water and sewer) to the area within one year of annexation. Would you please send to Council again your opinion of the requirement to provide such services. Thanks.

CITY COUNCIL MEETING

November 21, 2011

TITLE: December 19th and January 2nd City Council Meetings

PURPOSE: To discuss whether to cancel or reschedule the meetings due to Christmas vacations and New Year's Day holiday

RECOMMENDATION: To cancel the December meeting. Reschedule the January 2nd meeting on the January 3rd for the Newly Elected Officials Oaths of Office, Organizational and City Council meetings.

HISTORY/ANALYSIS: Council consideration is needed to either cancel or reschedule the respective meetings due to the holidays, which might lead to a lack of quorum in attendance at the meetings.

Department

Director:

Marlene M. Roelley

City

Manager:

[Signature]

CITY COUNCIL MEETING

November 21, 2011

TITLE: Southeast Georgia Health System building permit and construction fee waiver request.

PURPOSE: Southeast Georgia Health System has requested a fee waiver for all, or a portion of, the building permit and construction fees related to the hospital expansion.

RECOMMENDATION: Staff recommendation denial.

HISTORY/ANALYSIS: Attached is a request from the Southeast Georgia Health System to waive all, or a portion of, the permit and construction fees for the hospital expansion project. The fees, based on the current project, are \$247,106.50. Attached is a break-down of the fees.

Staff has worked closely with hospital representatives on various issues related to this expansion. Staff has made several suggestions to help reduce the fees; however, nothing significant enough to offset the above referenced fees.

Typically, if building permit, and certainly water and sewer related fees (which are essentially related to water and sewer debt) are "waived," those costs should be reimbursed or allocated "made up" from other sources. I would defer to the City Attorney on this matter.

If an alternative source of funding had to be identified, one possible source would be to use available fund balance from various funds. Staff does not recommend this alternative. A second source of replacement funding would be to seek funding from grants or perhaps state or Camden County Economic Development sources; however, I do not think those alternatives will be successful (and would take time to ascertain). Another alternative might be to allow a portion of the fees to be paid on an extended period of time. Staff would be supportive of this alternative depending on the amount of funding to be developed in the time frame for such deferral.

I understand that representatives from Southeast Georgia Health System will be attending the Council Meeting and can certainly provide more detail.

Department

Director: _____

City

Manager:  _____



**SOUTHEAST GEORGIA
HEALTH SYSTEM**

November 17, 2011

Steven Crowell, City Manager
City of St. Marys
City Hall
418 Osborne Street
St. Marys, Georgia 31558

RE: Southeast Georgia Health System – Camden Campus Medical Office Building
Application No. 11-027
Job Address: 2000 Dan Proctor Drive, St. Marys, GA 31558

Dear Steve:

Thanks to you and your team for all the help you have provided to the Health System throughout our plummeting process. As you and I discussed, the Health System wishes to submit a variance request to the permitting fees and expenses associated therewith for the construction of a Medical Office Building adjacent to Southeast Georgia Health System's Camden Campus.

The variance request that the Health System is respectfully submitting involves Section 98-57, entitled "Construction Fees". The grand total for the fees for the project-wide permit was \$247,106.50. Based upon our previous construction projects in the City of St. Marys, the Health System had budgeted \$25,000.00 for the project-wide permit for the construction of this Medical Office Building. The Health System asks you to consider a reduction in these fees in line with the amount budgeted for this project. In the alternative, the Health System would appreciate any relief that you and the Council are able to provide to the fees for this project-wide permit and aid to construction fees.

If you have any questions, require any further information, or wish to discuss this any further, please do not hesitate to contact me via my direct dial 912-466-3269. Thank you in advance of your consideration of this variance request and for the valuable insights and guidance you and your team members have provided to those of us at the Health System.

Sincerely,



Carlton A. DeVooght, FACHE
Vice-President, General Counsel/Government Relations

cc: Gary R. Colberg, FACHE President & CEO
Michael D. Scherneck, Executive Vice President & CFO
Howard W. Sepp, Jr., Vice President & Administrator – Camden Campus
Marjorie A. Mathieu, FACHE, Vice President

CAD/yr



City of St. Marys/County of Camden

418 Osborne Street
St. Marys, Georgia 31558
912-510-4032 Fax 912-510-4014

PROJECT WIDE PERMIT

Application #:	110209	BUILDING & ALL APPLICABLE FEES	
CONTRACTOR:	BRASFIELD & GORRIE LLC	DATE:	0/00/0000
JOB ADDRESS:	2060 DAN PROCTOR DR Medical Addition	LOT #:	

Water Capital Recovery Fee	<u>21,200.00</u>	3" Water line
Sewer Capital Recovery Fee	<u>70,570.00</u>	
Deposit	<u>40.00</u>	
Equipment Costs	<u>2,300.00</u>	3" Water
Aid to Construction Fees	<u>127,490.00</u>	
Total Fees	<u>221,600.00</u>	<u>221,600.00</u>

DESCRIPTION	AMOUNT
BUILDING - COMMERCIAL	\$22,350.00
ELECTRICAL	\$2,514.00
ELECTRICAL LOW VOLTAGE	\$ 45.00
HVAC	\$ 395.00
PLUMBING - COMMERCIAL	\$ 202.50

TOTAL FEES \$25,506.50

Grand Total 247,106.50