

Work Sessions:

- Work Session August 7 @ 4:00PM to discuss St. Marys Maritime Center and Enterprise Fleet program.
- Work Session August 21 @ 5:15PM to discuss Community Development/Code Enforcement.

City Clerk:

- Council work requests
- Day to Day issues
- Open Records

Personnel:

- Police Officer Positions open.
 - One prospective cadet scheduled for the September Academy.
- Positions open in Public Works and Water Department.
- Planner Position Open
- Employee survey being developed
- Working with Directors on 2018 Safety and Wellness Grant applications.
- **Scheduling a Job Fair, coordinating with the Department of Labor and other agencies, to be held August 4th, 11am-2pm, at the St. Marys Senior Center.**
- Senior Center Roof: Leaks have been reported and Bobby Marr investigated. Roof is over 20 years old and in need of replacement. I am keeping the Hospital Authority informed through Chairman Frasca.
 - Center was closed for three days for maintenance and cleaning.

Police

- Grant was awarded for Body Cameras on 16th of June. All communities have accepted the grant and cameras have been purchased. No cost amendment to purchase additional items, cameras came in under budget, as approved. Training and Public outreach programs are underway.
- Continuing to emphasize Community Policing.

- GDOT looking at option of a possible Hawk Light pedestrian crossing at the Middle School. Discussed with GDOT during STIP meeting and they are 50% completed on the study.
- Police are investigating hit and run incident.
- Cops and Bobbers was a success.
- Two lightning strikes at the police building caused considerable damage to electronics. Repairs being completed and insurance claim filed.
 - Grounding system is being improved for the entire building as part of the electronic improvements.
- Schools opened on Thursday, August 3. Timing on flashers updated based on new school times. Signs are being replaced.

Finance

- Trash dumpster removed from front of Lang's and new site and type of dumpster being utilized.
- Preparing for audit
- Anticipating Tax Digest from County
- Cost of Issuance of the Bond refinancing was \$20,793 less than anticipated. These funds are paid to Ameris Bank, only bond holder, to be applied toward payment of the 2017 Bond.
- Working with County on Payment of TAD funds
- Waste Fee Comparison for Trash Contract

	○ July 2017	August 2017
▪ Solid Waste	\$7.01	\$7.01
▪ Yard Trash	\$2.04	\$2.04
▪ Recycling	\$2.35	\$3.10 (+.75)
▪ White Goods	\$0.00	\$0.00
- Advanced Disposal met with City staff to coordinate:
 - Trash receptacles along St. Marys Street
 - Updating and coordination of web site information.
 - Notifications of rules governing trash/recycling collection to residents.

Community Development

- City Master/Visioning Plan: Work session scheduled for August 28th at 4:00PM.
- FEMA: The new flood map is expected to become effective on December 21, 2017. Residents are invited to come to the Community Development Office to see how the new map impacts their property.



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- Projects/Businesses:
 - Barnett Southern six month project is underway. Approved meeting of March 6, 2017
- Planner 1 and Planner 2 positions have been advertised and posted. Job descriptions will be placed on the August 21st meeting for approval. This is only one hire and whether Planner 1 or 2 will depend on the qualifications of the individual.
- Villages at Winding River Phase II: Development agreement on August 7 meeting agenda for consideration.
- Walmart Parking Lot: Code enforcement has addressed the issue of the pothole located on private property with the owner/property manager and it has been repaired. Last report on this issue.
- Newspaper Kiosks: Mr. Canning raised this question. This will be addressed under the Streetscape project working in cooperation with the publishers and proper review of proposed design by HPC.
- St. Marys Children's Theater provided an update report to Messrs. Adams and I. Copy of the information is attached.



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Fire Department

- Emergency Management Action plans are being updated for the City.
- Chief Horton and Chief Hatch serve on the Radio review Committee.
 - Issues involve VHS verses 700/800 MHZ system. Federal government is moving public safety agencies to the 700/800 MHZ range from the VHF range. Update provided meeting of March 6, 2017.
 - Barrow County Article submitted under separate correspondence dated 3/13/17
 - 911 meeting held at the police station at 1:00PM on May 1 to review MHZ proposal.

- Working on St. Marys preliminary costs for review and looking at grant option.
- Working with County 911 Committee.
- Promotions have been completed to position of Lieutenant.
- Applied for Emergency readiness grant funding for generators at the end of May 2016. Advised that package for emergency generators is ready to be forwarded by the State for final review. We have had the preliminary application accepted and have submitted the full application for consideration. We have been asked for additional information and said information has been submitted.

Public Works

- Water Meter Testing: Awarded second grant for professional services to complete flow testing. Mr. Marr is working to complete this project.
- Water System Operation Permit (10 Year Permit)
 -  SKM_C654e17072414050.pdf
 - Boil Water Advisory: Presentation on the August 7 agenda.
 - Items learned:
 - Restaurants can have plans. City developed and provided an informational brochure to food service/preparation commercial establishments. Available on City web site.
 - County Health Department has at least one submitted and is reviewing regulations for approval.
 - Prior to the late 2015 rules review there were no exceptions to closing if a boil water alert was issued. Filing a plan was part of the change approved and the County Health Department is doing further research.
- Ready Street Drainage Project: Corps of Engineers Permitting will be looking at the outfall structure under a National permit.
 - DNR has put this project out for public notice with end date for written comments of **July 17, 2017. No Update.**
- Gateway Redevelopment Project: Contract awarded May 15, 2017 Council meeting and starts July 1, 2017.
- HODAG: Douglas Drive
 - Developed budget for Easements, Legal, Engineering complete.

- Attorney has sent letters to homeowners based on surveys and appraisals. We are providing additional contact information as needed.
 - Four of six easements have been obtained. Mr. Moore is following up on the two remaining properties.
 - Resolutions for the two remaining property easements will be placed on the August 21st meeting agenda. All required advertisements and postings have been completed in accordance with State statutes.
- Orange Hall: Recommendation for award of engineering contract approved at the July 3, 2017 Council meeting.
 - Testing began on August 2, 2017 and included lead based paint sampling, asbestos, brick and other tests in order to prepare plans and specifications for structural repairs.
 - Top floor and basement of Orange Hall have been closed to visitors due to safety concerns with the railing and staircase.
- City Hall: Architectural and engineering design is underway, approved meeting of December 5, 2016. This is to meet ADA, safety and security standards with construction funds to be proposed in the 2017/18 budget. Project moved to 2019 Capital budget due to emergent repairs at Orange Hall.
- Clear Wells: Three in the City. Engineering contract awarded meeting award of July 3, 2017. GEFA funding application has been submitted for this project and is scheduled to be reviewed for approval by the GEFA Board at the November 2017 meeting.
- **GDOT State Transportation Improvement Plan Projects (St. Marys):** Projects applied for by St. Marys or can be initiated by the State. Contacted GDOT Regional office for updates this week and they have advised that they will check on the current status of all the projects.
 - **Motion for STIP approved meeting of July 3, 2017 and presented at the STIP meeting of July 11 by Mr. Marr, Mayor Morrissey and I. Local projects have been included as GDOT may have alternative funding sources.**
 - Sewer Line repaired on Route 40 across from St. Marys Seafood. Repairs completed by City work force.
 - Tide Clock: Mr. Marr working with Ms. Myers to build base for the tide clock.
 - Colerain Road widening project from West of I 95 to East of Kings Bay Road to start in 2017 (Project #0007414) \$27,713,546. Clearing of areas

to be worked is to be 50% complete in August 2017. The City's utilities are included as part of the project.

- SR Spur 40- RRX Warning Device (Project 0009346) \$159,181. This was reviewed in the STIP meeting of July 11, 2017.
- Improved lighting at the intersection (Project PI0015194)
 - Joint request submitted by Kingsland and St. Marys in April 2016.
 - Preliminary engineering funds (\$250,000) are programmed now.
 - Construction funding (\$2M) programmed in FY 2019. This was reviewed in the STIP meeting of July 11, 2017.
 - Fully executed agreement between GDOT and City attached.



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- Interstate 95 Exit 1 Improvement Requests from City to GDOT (City Request)
 - This was reviewed in the STIP meeting of July 11, 2017.

Grant Opportunities/Applications:

- NOAA Community Base Marine Debris Removal Grant: Jeff Adams. Will resubmit in October to obtain funding to remove sunken boats. Usually due by November 2nd. GDOT Roadside Enhancement and Beautification Grant: Bobby Marr: Need to look at for Route 40 and Spur 40.
- LMIG: Notice of grant for 2018 grant year in the amount of \$220,328.30 was received from GDOT. These funds are programmed for the SHRIMP project. City match will be \$72,709.00. This is scheduled for the August 7th Council meeting.
- LMIG 2017 Local Maintenance & Improvement Grant for Off-System Safety Program: Grant in the amount of \$25,000, over and above the normal LMIG Grant has been awarded to the City. City matches with 30%. Safety projects, street markings, submitted as part of grant application. Placed on August 21, 2017 Council meeting.



Message from
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- Coastal Regional Commission: \$17,800 awarded to the City and PSA towards construction of a bathroom facility at the Tabby Ruins. Ribbon cutting scheduled for August 30, 2017 at 10:00AM at the new Trail Head facility.
 - Submitted 2017 application on July 28, 2017. This would be a widening project from Point Peter Road and Osborne to Sweetwater Park.

- BIG Grant – September 26, 2017. DNR, City Staff, Engineer for the Gilman Dock.
 - Grant submitted for DNR review and comments on August 3, 2017. Final submission due August 15, 2017.
 - DNR Permit being addressed. Consideration for Maritime Engineer to complete permit work approved meeting of March 6, 2017.
 - Big Grant \$100,000K or less is a smaller version of the BIG grant and would require a 1 to 1 match. Application time frame is September 2017. Looking at funding boat ramp engineering plans and specifications for rehabilitating the boat ramp on Wheeler Street.
- DNR Clean and Resilient Facility Grant: Next application will be for the Gateway Dock which will be submitted if the BIG Grant is awarded.
- DOD OEA – Applications accepted cyclically. Awarded funding for the Master Visioning Plan in the amount of \$75,000.00. Submitted application for funding for future repurposing of the Airport site.
 - Second application prepared and submitted for Airport repurposing.
- Section 319 Water Quality Grant: Recommended for award by Georgia DNR Environmental Protection Division (\$382,333). This would include green areas, rain gardens, some storm water (improve storm water discharge quality), and permeable pavers.



Section 319 Grant -
SHRIMP Project.msg

- Funding available Fall 2017
 - Anticipate signing of Grant funding contract no later than October 1, 2017 as discussed in meeting of June 6, 2017 with EPD.
 - Construction estimated start date of March 2018
 - Language for professional services contracts have been amended and approved by Grant administrator. These are on the August 7 meeting agenda for approval.
- Bullet Proof Vest Grant: 2016 award is \$2,749.75.

Main Street/Economic Development

- Sidewalk Hydro Road Improvement Maintenance Project (SHRIMP) moving forward:
 - Funding Sources:
 - LMIG \$400,000
 - Section 319 Water Quality Grant \$382,333 (Recommend for Award)



Section 319 Grant -
SHRIMP Project.msg

- General Fund \$600,000 (May be low interest loans)
 - Allows for matching funds for grants and allowance for non-grant items.
- Waste Fund \$50,000 (Trash and Recycling Cans)
- Private Donations (Brick and bench campaign)
- Concept plan and elements approved meeting of 4/17/17. Will have a 75% review. Engineering planning will be restarted as requested by DNR/EPD.
- Mid October 2017 for storm water permits (tentative).
- Construction estimated for March 2018.
- TAD: All documentation was submitted to the State Department of Revenue. No further action required for approval or filing. Working on application process.
 - Notification of assessed value of the District based on 2016 Digest information has been received. Estimated funding amount \$12,000.
 - Ms. Brown is working with the County Finance Officer and Tax Assessor on the proper transfer of these funds.
- Wayfinding: Mr. Marr will provide a schedule for installation of the signs. Looking to purchase an additional sign for Rte. 40 and St. Marys Road exit. This would make a total of six signs.
- Weed Street Sewer Plant: Traveled to New Smyrna Beach, Florida, to visit a STEM/Discovery Center on July 14 and 15th. Councilmembers Reilly and Williams were in attendance along with representatives from Georgia Southern University. This is one option for a future use of the Weed Street site.
- VA Center: Will be relocating from its current site to the Kings Bay Shopping Center. Interior work is underway and should be completed first week of August 2017. Economic development incentives approved at the April 3, 2017 Council meeting.
- Sweetwater Park: PSA working on Improvements. Cost of these improvements can be used as a match for the CSR 2017 Trail grant application.
- Tidal Clock: Draft Design is attached. This is being purchased and installed through the DDA with funds raised by the Rustapalooza events.



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Maritime Matters:

- City Maritime Facilities: Maritime engineer contract awarded at the November 21 meeting to Ball Maritime Group, LLC out of Savannah to review City owned maritime docking facilities including buoys and docks. We are looking to understand current conditions, acceptable mooring of vessels and planning for future repairs and needs. Both underwater and above surface inspections have been completed and the report has been submitted and is under review by staff. Draft copy of report sent under separate cover.
 - Working with DNR to develop funding options for this work.

Docks:

1. **MEETING STREET DOCK:** This is a DNR facility. They will extend the aluminum at North River boat ramp to accommodate more vessels for temporary service dock usage. Project is supposed to start soon but no hard date has been set. They are applying for a permit and work estimated to begin in August of 2017.
2. **WHEELER STREET DOCK:** The DNR permit for this City dock and ramp is **ONLY** for launching and retrieving boats. There are to be no boats attached to this dock unless they are launching or retrieving. This is strictly enforced since the USCG uses this dock for their access to the water.
 - a. Working with DNR on possible submission of a CIG Grant for engineering and design costs for boat ramp improvements.
3. **DNR PIER and DOCK:** This is the dock directly behind the bait/snack shop that is also known as the kayak dock which connects to the “fireworks” dock. DNR is planning on providing two kayak cradles for easier access, see attached PDF. DNR has them ready to go but are checking to see if a permit modification is required.



kayak launch.pdf

Records indicate that the “fireworks” dock is owned by the City and predates the DNR/kayak dock. When the DNR/kayak dock was permitted, the “fireworks” dock was attached to the end of the floating portion of the DNR/kayak dock.

At present, the DNR dock is a 30 minute dock and the connecting fireworks dock is a 6 hour limit with no overnight docking.

4. **GILMAN/GATEWAY DOCK**: The DNR dock permit is active. It is a 72 hour limit, no live-aboard dock. It has a fixed and floating portion. Working on a Boating Infrastructure Grant.

- a. Boat dock plans are ready for permit will be ready for submission to the DNR after meeting with DNR officials. Permit will be for entire project but this would be a three phase project.



Gateway Pier Update
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- b. **Will apply for BIG Grant in August 2017.**

5. **PAVILION DOCK**: This dock wraps around the existing pavilion. Revised ordinance will be provided for Council consideration as this dock has changed from fishing to boating.
6. **FISHING DOCK**: This dock is owned and maintained by DNR. This dock is for fishing only, with no provision for the docking of boats.
7. **NORRIS MARSH WALK**: This structure is City owned and for observing the marsh and no physical changes are anticipated.
8. **LANG'S PIERS/DOCKS**: These are privately owned and the City has no authority over their operation. We do inspect to ensure they meet the minimum of the Building Maintenance Code.
9. **NPS DOCKS**: These are owned and operated by the National Park Service for the Cumberland Island ferries and the NPS work boats.
10. **BUOYS**: These are city owned and permitted in Florida. They are currently at the Point Peter Waste Water Facility.

Administration:

- o **Request for transfer of property: Ashley Street response from Staff.**



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- o IT Strategic Planning: Part of the award of contract to NEOS included developing a five year plan for improving the municipalities IT systems. This project has started.
- o St. Marys Airport: The City was advised by Representative Carter's office that "The National Defense Appropriation Act" was signed by the president. The act included the funding for closing the airport for aviation use. The Navy is working on the appraisal, environmental study and survey of the property. Mr. Adams and

I are working on a plan to present to Mayor and Council for repurposing the property.

- DOD has completed Title review and City is owner in fee simple of the property.
- **The survey and appraisal work is complete.**
- Costs to the City at this time that I foresee are staff time and attorney review costs as well as closure costs.
- City received letter from DOD advising that closing date will be September 14 at 11:59PM as opposed to, July 14, 2017 at 11:59PM. This is due to a delay in the 90 day federal notice requirement due to the late adoption of the FY 2017 Federal budget. Notice of revised closing date posted at the Airport terminal and sent to the Airport Authority



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- **FOD Inspection Report**

- RFP for assistance in identifying highest and best use for the Airport property has been advertised. RFP deadline is April 1, 2017. Since this is an Industrial site, zoned AI, the DASM would be the Authority overseeing this project with final recommendations to Mayor and Council.
- Agreement and Easement approved meeting of May 18th.
- Conditional Release received from FAA by staff on July 14, 2017.



FW Conditional Release.msg

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- St. Marys Railroad: Mr. Paul Pleasant is offering a training opportunity for the City Council to learn about the RR and its operations. He can provide this at any time, but during the daytime is best as this will be done as part of a riding tour of the rail line.
- St. Marys Service Memorial: This idea was presented by Council Member Nutter and will be placed on the next Council meeting for discussion. This should be a private/public partnership led by a volunteer group strongly motivated and committed to this project. I have met with MOAA and the Eagles. Eagles have agreed to be the fiduciary group for this project. Mr. Marr and I met with the Masons on March 9 and they want to participate.
- Solar Power: Hannah Solar appreciates the City Councils approval of the non-binding letter of intent on July 12, 2017. They have begun working on the submission of the REDI application to Georgia Power.
- Mill Site:
 - General partnership agreement approved May 18th 2017.
 - **Maritime Center Development work session 4:00PM on August 7, 2017.**
- County Letter regarding Hotel and Motel tax program. Staff has sent a letter requesting further information. No formal reply as of the date of this report.
- Gilman Park WIFI and Video: Council requested that this be put out to formal bid as a question arose as to information provided to companies quoting. Formal bids are being prepared and will be sent out and advertised.

- Storm Water Enterprise Fund: Council requested that RFQ/RFP be developed for review. Staff has met and is developing this documentation for Mayor and Council review.
- JDA Draft Economic Incentive Proposal (MOU) for Wildlife Defense Systems is attached.



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- Festival/Event Approvals Alcohol or Street Closing:
 - Wee Pub Jon Lanston Concert 8/4/17 in parking lot and will use stage (8PM to 11:30PM). Alcohol sales approved in Parking lot in front of Wee Pub. **Event Cancelled.**
 - First Friday, August 4, 2017 (Alcohol).
 - First Friday, September 1, 2017 (Alcohol).
 - First Friday, October 6, 2017 (Alcohol).
 - Intracoastal Gateway Property 10/21/17. Wedding Reception (Alcohol).
 - George Washington Memorial Reenactment, February 2, 2018. Sponsored by Masonic Lodge. St. Marys St. and Osborne (1/2 Street Closing).
 - **Retreat: Information to be forthcoming.**

Respectfully submitted,

John J. Holman, ICMA-CM
City Manager



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
115-I

June 21, 2017

The Honorable John F. Morrissey
Mayor, City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558

Community: City of St. Marys,
Camden County, Georgia
Community No.: 130027
Map Panels Affected: See FIRM Index

Dear Mayor Morrissey:

On September 8, 2016, you were notified of proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of St. Marys, Camden County, Georgia. The statutory 90-day appeal period that was initiated on September 22, 2016, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed FHDs for your community in the *Tribune and Georgian*, has elapsed.

FEMA received no valid requests for changes in the FHDs. Therefore, the determination of the Agency as to the FHDs for your community is considered final. The final FHDs will be published in the *Federal Register* as soon as possible. The modified FHDs and revised map panels, as referenced above, will be effective as of December 21, 2017, and revise the FIRM that was in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the maps and must be used for all new policies and renewals.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to December 21, 2017, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(e) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(e) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(e);
2. Adopting all the standards of Paragraph 60.3(e) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(e).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

Director Munoz
Chief, Mitigation Division
FEMA, Region IV
3003 Chamblee Tucker Road
Atlanta, Georgia 30341
(770) 220-5200

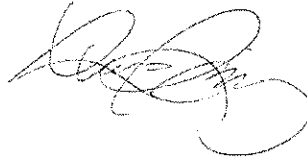
To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment [LOMAs], Letters of Map Revision [LOMRs]) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the Special Flood Hazard Area as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based is being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA-MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, we urge you to call the Director, Mitigation Division of FEMA Region IV, in Atlanta, Georgia, at (770) 220-5200 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the toll free number shown above. Additional

information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Use of Flood Insurance Study (FIS) Data as Available Data*, *Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <http://www.floodmaps.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luis Rodriguez', with a stylized flourish at the end.

Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosure:

Final Summary of Map Actions

cc: Community Map Repository
Michelle Wood, CFM, Community Flood Plain Manager, City of St. Marys
Haydn Blaize, NFIP State Coordinator

FINAL SUMMARY OF MAP ACTIONS

Community: ST. MARYS, CITY OF

Community No: 130027

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs) and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on December 21, 2017.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Name	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

LOMC	Case No.	Date Issued	Project Name	Original Panel	Current Panel
LOMR-F	903-070	06/29/1990	Lot 215, Block A, Crooked River Subdivision	13039C0390C	13039C0415G
LOMR-F	03-04-6366A	07/17/2003	A PORTION OF LOTS 51-60, OSPREY COVE, PHASE 3-A	13039C0390D	13039C0415G
LOMA	03-04-7218A	08/20/2003	A PORTION OF LOT 244, OSPREY COVE, PHASE ONE - 1022 GREENWILLOW DRIVE	13039C0455D	13039C0480G
LOMA	05-04-1639A	03/16/2005	OSPREY COVE, PHASE ONE REPLAT, LOT 147 -- 241 CARDINAL CIRCLE WEST	13039C0390D	13039C0415G
LOMA	07-04-0550A	11/30/2006	OSPREY COVE, PHASE II-A, LOT 19 -- 1410 TANAGER TRAIL	13039C0435D	13039C0460G
LOMA	09-04-5257A	07/07/2009	WINDING RIVER, PHASE I, LOT 266 -- 205 EDGEWATER DRIVE	13039C0415F	13039C0415G
LOMA	16-04-6941A	08/18/2016	OSPREY COVE SUBDIVISION, PHASE ONE, LOT 151 -- 233 CARDINAL CIRCLE WEST	13039C0415F	13039C0415G

FINAL SUMMARY OF MAP ACTIONS

Community: ST. MARYS, CITY OF

Community No: 130027

3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Name	Reason Determination Will be Superseded
			NO CASES RECORDED	

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Name	Original Panel	Current Panel
			NO CASES RECORDED		

[GO BACK TO MANAGER'S REPORT](#)

Workshop / Camp Registration Form

Program _____ Dates _____

Students Name _____

Age _____ Grade _____ M _____ F _____

School _____

Guardian _____

Address _____

Zip _____ Cell _____

Home Phone _____

Work Phone _____

E-Mail _____

Alt E-Mail _____

Emerg Contact Name _____

Emerg Contact # _____

Vocal Experience _____

Acting Experience _____

Dance Experience _____

Current Classes for above _____

Additional info we should know _____

Guardian Signature _____

Date _____

By signing I give permission to the use of any videos, photos or recordings taken, and will complete a "Code of Conduct" form upon acceptance.

How Can You Help?

Volunteer!!

Help shape the actors of tomorrow, be an adult mentor at the theatre!

Donate!!

We would appreciate any donations that might help grow this wonderful opportunity for so many of the youth in our area.

Come to our Benefit Events!!

The Price is Right

Silent Auction Benefit

Shows Next Up?

Summer 2017



James & the Giant Peach Jr.

Performances

July 14-15

The King & I

Willy Wonka

Broadway Camp

June 19-30 (9a-1p)

Performance 6 pm on 6/30

Fall 2017



hairspray

Performance Dates

Nov 3, 4, 10, 11 @ 7 pm

Nov 4, 11 @ 1 pm

Nov 5, 12 @ 2 pm

Workshop

Aug 14 - Dec 11

Production

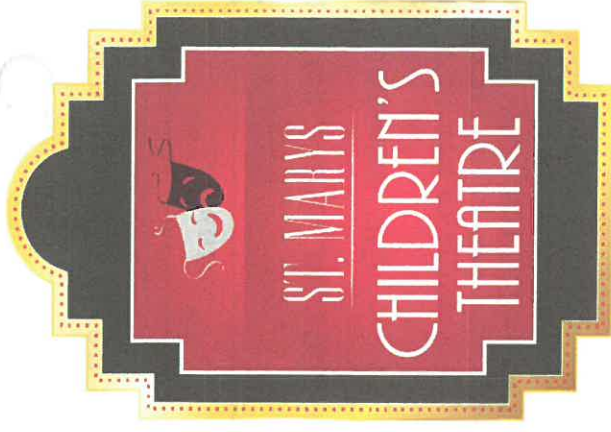
Jan 19 & 20

Spring 2018



Stay tuned for exciting announcements

Fall 2018



November 3-12

hairspray
- THE BROADWAY MUSICAL -



Come along on the adventure!

Workshop starts Aug 14,

runs thru Dec 11

Production January 19 and 20

For ages 5-9

Call 912-510-9700 for Information

Or visit:

www.stmaryschildrenstheatre.org

**Call 912-510-9700 for information
or to register for a Workshop
www.stmaryschildrenstheatre.com**

St Marys Children's Theatre Workshop, Camp & Rehearsal & Performance Schedule

"Hairspray"

"Hairspray" Auditions:

July 1, 2017 12-4 pm @ Lisa Allen's Dance Works

"Hairspray" Rehearsals (2017)

Aug 7 - Oct 26, 2017

- Mon's 5:30-7:00pm at Lisa Allen's
- Thurs's 5:30-7:00pm at The Friese Studio
- Some Fri's 6:00 - 7:00 at The Friese Studio
- Sat's 11:30am-3:00pm at The Friese Studio
- Dress Rehearsal Oct 28-Nov 2, Nov 6-9

Performance Dates (2017):

- Fri & Sat: Nov 3, 4, 10, 11 @ 7 pm**
Sat: Nov 4, 11 @ 1 pm Sun: Nov 5, 12 @ 2 pm
- Show is double-casted
 - Alternating performances
 - Each cast gets One Friday, One Saturday, One

SMCT Year-Round Classes

Theatre Costume and Craft Beginning Sewing and Theatre Crafts Tues' 4:30-5:15 Min Age 6 (\$100 per Month)

Theatre Production Management and Design In-termed.-Adv. Technical Theatre Wed's 4:00-5:00 pm Min Age 9 (Tuition \$100 per month)

Do you have a favorite show?

What shows, classes or workshops would you like to see SMCT bring to the stage or studio? Send us an email at:

info@stmaryschildrenstheatre.com

What is "St Marys Children's Theatre"?

St Marys Children's Theatre is a collaboration of performing arts programs offered to area youth ages 6 to 18. It provides an opportunity for aspiring actors to experience the wonderment of the theatre in full-scale theatrical productions performed on stage in front of a public audience. This is a volunteer based entity and there is no fee to participate in the productions.

The youth are involved in all aspects of the art including: stage management, costumes, hair and make-up, lighting and sound and general house management under the guidance of theatre mentors.

As a 501(c)(3) volunteer organization, SMCT gladly accepts donations to assist in procuring materials for the shows and providing scholarships to the workshops.

Through fee-based workshops offered at The Friese Studio of Music & Performing Arts and Lisa Allen's Dance Works, participants can hone their skills in preparation for the upcoming productions.

"Summer Broadway Camps"

Broadway Camp (\$200 + reg fee \$25)

June 2018

9:00 am - 1:00 pm At Lisa Allen's
Work on material from upcoming shows

Tech Camp (\$200 + reg fee \$25)

9:00 am - 1:00 pm At Lisa Allen's
Work on technical production

For more detailed information go to
www.stmaryschildrenstheatre.org or call
912-510-9700

"Willy Wonka"

"Willy Wonka" Musical Auditions

Jan 6, 2018 12:00 noon - 4:00pm at LADW

Willy Wonka Rehearsals (2018)

Jan 29 - Apr 12, 2018

- Mon's 5:30-7:00pm at Lisa Allen's
- Thurs's 5:30-7:00pm at The Friese Studio
- Sat's 11:30am-2:00pm at The Friese Studio
- Dress Rehearsal Apr 14-19, Apr 23-26

Willy Wonka Performance (2018)

Apr 20, 21, 27, 28 at 7:00 pm,
Apr 21, 28 at 1pm, Apr 22 & 29 at 2 pm

- Show is double-casted
- Alternating performances
- Each cast gets One Friday, One Saturday, One Saturday Matinee and one Sunday Matinee

"Madagascar" SMCT Jr. Workshop

Workshop (\$200.00) (\$25.00 Reg Fee)

Aug 14 - Dec 11, 2017

- Mondays 4:00 pm - 5:00 pm
- At The Friese Studio of Music

Madagascar Jr. Rehearsals & Production

Rehearsals Jan 8-Jan 29 Mon 4-5:30, Thurs 4-5:30
Feb 2 & 3, 2017 @ 6:30 pm

To offer opportunities for you to improve your theatre skills, SMCT offers a number of very specific skill-enhancement classes. These are beneficial to making you a stronger performer and to provide insight into the requirements of theatrical performances.

• Our Story •

St Marys Children's Theatre is committed to providing theatrical opportunities, unlike any other, through arts programs that uplift youth, teens, young adults and families in our community.

SMCT is a driving force behind performing arts, offering a season of two productions, multiple acting and theatre tech workshops, summer programs and local "arts in schools" programs. For those in front of the curtain, they experience, first hand, the thrill of a standing ovation and multiple curtain calls. For those behind the curtain they see the fruits of their labor in splendid costume designs, set creations, sound and lighting applications.

SMCT's productions engage entire families as we build self-esteem, confidence, strong work ethic and socialization skills. Participation in the productions and programs serves to increase reading, language and memorization skills, as well as, physical agility and mobility. The technical side of the theatre provides additional training in sound and lighting, costuming and makeup, and set design and construction.

Imagine the worlds of opportunity that appear when the curtain rises at the St. Marys Children's Theatre.



Spring 2016



Fall 2016



Spring 2017

St Marys Children's Theatre, Inc.
204 Arrow Dr
St Marys, GA 31558



ST. MARYS
CHILDREN'S
THEATRE

Phone: 912-510-9700
info@stmaryschildrenstheatre.org



www.stmaryschildrenstheatre.org

● Our History ●

St Marys Children's Theatre, Inc. (SMCT) was founded by Megan Kaufman in January 2014, in response to the growing need for family-oriented arts education programs for Southeast Coastal Georgia and Northeast Florida. Through her vision she created a theatre arts program for youth ages 6-18 that involves their families and the surrounding community.

SMCT achieved its tax exempt status in December of 2015 as a 501(c)(3) non-profit charitable organization enabling us to engage in fund-raising, allowing us to continue offering programs for many years to come.

● Our Mission ●

The mission of St Marys Children's Theatre is to provide a performing arts education that inspires and enhances the cultural life of the Southeast Coastal communities by offering a stimulating, creative and supportive outlet to children and youth, helping them build self-confidence and character, while developing self-expression, independence and responsibility.

● Board of Directors ●

Megan Kaufman - President
Lisa Allen - Vice President
Jan Shiff - Treasurer
Pam Unger - Secretary
Polly Johnson - Director
Susan Richardson - Director
Kevin Knight - Director

● Core Values ●

Today's Youth to Tomorrow's Leaders

SMCT believes that every child has the potential to be a leader or positive force in society.

Reaching Out - SMCT believes that all children and families deserve an opportunity to discover their full potential through programs that engage the entire community.

Diversity and Inclusion - SMCT believes in the value of every individual, and that diversity and inclusion creates a global understanding of the importance of acceptance.

Cultural Heritage - SMCT believes that providing a cultural education develops passion, creativity, imagination and confidence, which are critical to coping with society's challenges.

● Getting Involved ●

We invite you to join our Executive Board Members, instructors and talented youth in maintaining strong and vibrant programs.

Donations - Cash Gifts, Honorariums, Matching Gifts, Planned Giving, Stock Gifts, Corporate Sponsorships.

Volunteer - Help shape the youth of tomorrow, by becoming an adult mentor at the theatre or volunteer your talents to create a vibrant theatre experience.

Go to www.stmaryschildrentheatre.org, or call **912-510-9700** for additional details and giving opportunities.

● Yes! I want to help.. ●

Name _____

*Address _____

City _____ ST _____ *Zip _____

*Phone _____

E-Mail _____

Enclosed is my gift of...

_____ \$2500 _____ \$1000 _____ \$500 _____ \$250

_____ \$100 _____ \$50 _____ \$25

_____ Other Amount \$ _____

Paid Via _____

_____ Check (Payable to SMCT)

_____ Credit Card

*Exp _____ *CVC code _____

* required for CC transactions

I would like to give this gift in

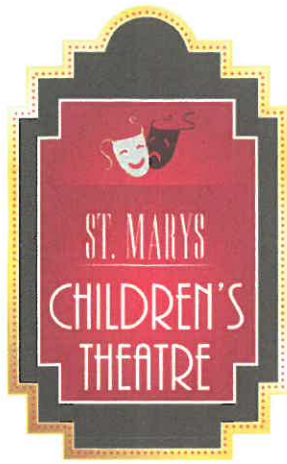
_____ memoriam _____ honor _____ consideration

For: _____

Please return completed form to:

St Marys Children's Theatre, Inc.
204 Arnow Dr
St Marys, GA 31558

This is considered a tax deductible donation and a receipt will be provided for tax purposes.



Presentation to:
Mayor John Morrissey
City Manager John Holman
Jeff Adams Community Development Dir.

July 31, 2017

Introductions

January 2014 - St Marys Children's Theatre, Inc established for youth ages 6-18

January 2015 - Received 501(c)(3) designation

January 2017 – St Marys Children's Theatre Junior program established for youth ages 5-9 - First Workshop and Production had 21 participants

Growth of SMCT	First show in 2014	Most recent show in 2017
Shows	4	8
Ticket Sales	500	1,200
Performers	29	63
Technical Students	4	13
Volunteers	28	59

Represents a diverse population from area schools

Impact on local businesses and economy

The Arts Education Partnership list of benefits

For success in school:

- Improves literacy and English language arts
- Advances math achievement
- Engages students in school and motivates them to learn
- Develops critical thinking
- Improves culture

Phone: 912-510-9700 info@stmaryschildrenstheatre.org www.stmaryschildrenstheatre.com
St Marys Children's Theatre, Inc. 204 Arnow Dr. St Marys, GA 31558

For success in work:

- Equips students to be creative
- Strengthens problem solving ability
- Builds collaboration and communication skills
- Increases the capacity for leadership

For success in life:

- Strengthens perseverance
- Facilitates cross cultural understanding
- Builds community and supports civic engagement
- Fosters a creative community

Technical hands-on training - Scholarships

Volunteerism and family engagement

Savannah College of Art and Design Support

2017 Grants:

GCA Grant Award \$7000.00

Submarine Officers Spouses Association \$1200.00

Community Endorsement – Governor Deal

Meet the kids!

Midtown Renaissance

This area has the potential to be redeveloped as a commercial center for the City of St. Marys. Centrally located, this area sits at the crossroads of Hwy 40, Osborne Street, and Charlie Smith Jr. Highway and currently includes an underutilized shopping center as well as an aging and aesthetically unappealing warehouse/office building. This area includes a commercial corridor from the shopping center north to the SUBASE and east on Osborne Street to the downtown district. Development should focus on restaurants, services, neighborhood-scale commercial establishments, and family-friendly activities. Aesthetic improvements are needed to provide an attractive environment for shoppers, and multi-modal connections to residential areas should be provided where feasible. The orientation of the buildings along this corridor should be to the road, with parking largely on the sides or behind the building. Architectural standards for future development and façade renovations for existing structures is recommended. With appropriate planning and investment, this area could become a shopping destination, providing retail, restaurant, and entertainment opportunities for the residents of and visitors to St. Marys.



Issues

There is a need for more family-friendly activities within St. Marys. There is a consumer need for more diverse retail opportunities. The Kings Bay Village Shopping Center and the midtown to downtown corridor have significant vacant commercial space. Two five-lane State roads intersect within this area, and make walking safely a challenge. The aesthetics of this corridor are lacking. There are existing light industrial and residential uses along this corridor that do not fit the desired character.

Opportunities

Continue to work with the Navy to explore opportunities to open the South Gate.

Foster improved relations with the JDA and work with the JDA to recruit clean industries and/or marina-based businesses.

Develop the Gateway Intracoastal property.

Attract intracoastal boating traffic by constructing docks with overnight slips and support services like marine supplies.

Capitalize on the population that visits Cumberland Island daily.

Create a business-friendly permitting and licensing process.

Develop a city-wide beautification program.

The Mill Site and airport properties offer opportunities for jobs and economic development.

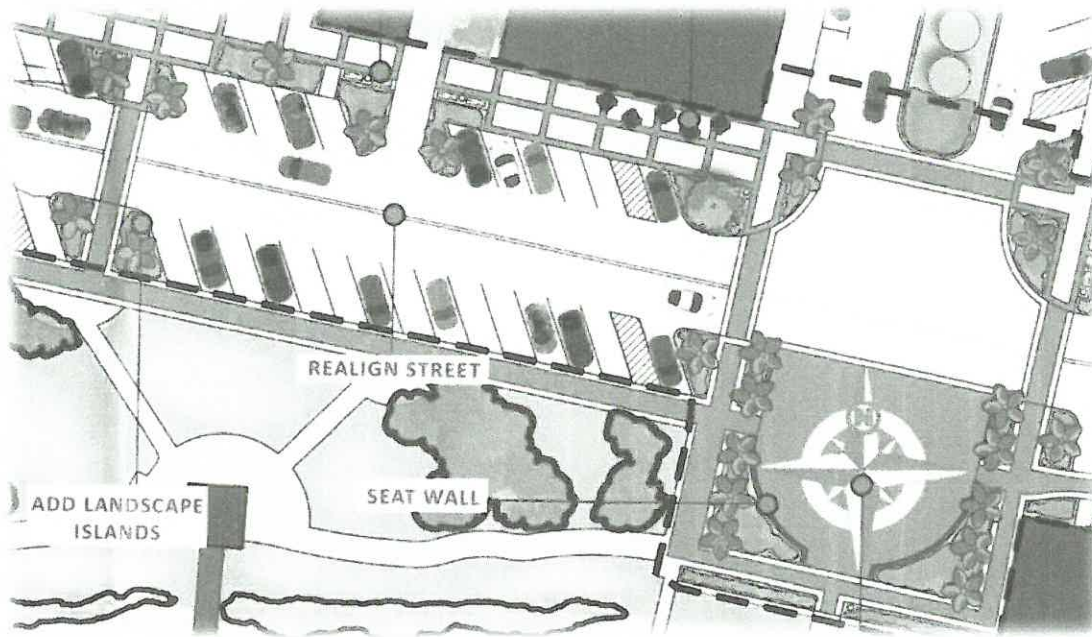
Initiate a mutually beneficial connection with Fernandina Beach.

Leverage ecological and historical assets to foster economic growth.

Crooked River and other waterways provide ample locations for commercial aquiculture and fisheries.

Wedding, boating and marine activities can bring more tourists to the City.

The figures on the following page illustrate the City's vision for Midtown commercial corridor beautification and revitalization. By adopting and/or enforcing standards for landscaping, parking, and property maintenance in the Midtown area, the City can foster the type of aesthetic improvements illustrated. Realization of this vision is likely to require some up-front public investment by the City of St. Marys, similar to the sidewalk improvement project that is planned for the downtown area.



Concept Drawing of Sidewalk Hydrologic Redevelopment and Improvement Project (SHRIMP) with Bio-Retention Landscaped Islands, courtesy of Goodwin, Mills, and Cawood, Inc.

Military Relationship

Needs

The City's ongoing relationship with the changing military leadership is important to achieving mutual objectives for creating a healthy community.

It is difficult to involve the members of the military in the St. Marys community when they are only in St. Marys for a few years.

The SUBASE provides on-site services for members of the military that are often superior to similar services in St. Marys, thus competing with local businesses.

The SUBASE operations can be affected by adjacent land uses in St. Marys.

Look for ways to make the rail line a multi-user resource as noted in the JLUS.

Provide more family-friendly activities for military members in the community, including teenagers, families, and couples.

Opportunities

Consider how the recommendations in the JLUS can be integrated into the Master Plan.

Find ways to partner with the military facilities to better integrate military family lives with community beyond the school system.

Continue dialogue with military leaders to open the South Gate for lunch hours.

Community Health

Needs

Food deserts exist in several areas of the City.

Mental health services are inadequate to meet the needs of the community.

It is difficult to attract physicians to St. Marys due to the small patient pool.

Many residents of St. Marys travel to Jacksonville or Brunswick for medical services.

St. Marys has an aging population that will need aging in place services.

There is a lack of support centers to assist caregivers.

Opportunities

Support campus style medical developments addressing the stated needs, in collaboration with the hospital.

Acknowledge the need for and support opportunities for providing healthy food and resources to underserved areas.

Support businesses seeking to bring in facilities to serve seniors.



St. Marys Community Market Courtesy of VisitStMarys.com.

St. Marys Children's Theatre earns prestigious state grant

Jill Helton

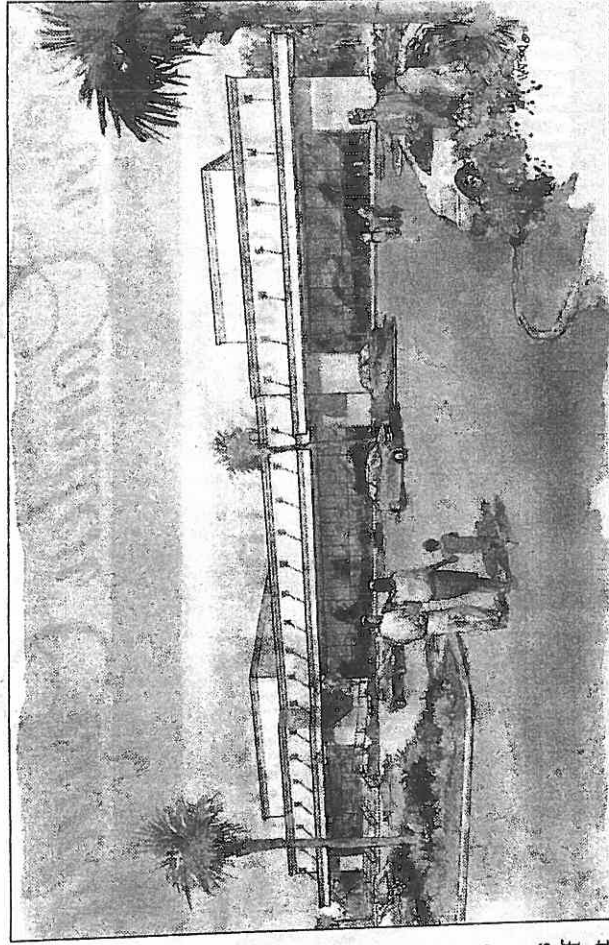
publisher@tribune-georgian.com

The St. Marys Children's Theatre recently received a prestigious state grant and kudos from the governor, but organizers of the nonprofit organization say the program needs long-term community support to reach its full potential.

The Georgia Department of Economic Development's Georgia Council for the Arts is awarding \$7,000 to the local theater program.

The grant application was submitted with the help of the Savannah College of Art and Design, which selected the St. Marys Children's Theatre from a group of grant applicants that had previously been unsuccessful in seeking a state grant.

The students worked with the theater to revamp their grant application and do a better job of telling the story of what the theater program does for its children and the community. Not only was the effort successful, those



Submitted photo

This conceptual drawing depicts the future vision for St. Marys Children's Theatre. Representatives from the nonprofit are talking to local civic groups and speaking out in other public forums in an effort to rally support for their long-range plans.

evaluating the grant said it was one of the best applications they had seen that year.

"Receipt of this highly competitive award is a testament to the quality of programming delivered by your organization and your continued support of arts

peers."

The theater program also recently received a \$1,200 grant from the Submarine Officers' Wives Association.

As with many small nonprofits, funding is an ongoing challenge. St. Marys Children's Theatre formed in 2014, performing just

four shows a year compared to the eight shows a year it now presents. During that time, ticket sales and the number of volunteers have more than doubled. The number of performers and technical students has tripled.

There were 1,200 people who enjoyed their spring production of "Beauty and the Beast," Jan Shiff said.

"We had people from all over the country come to 'Beauty and the Beast.' Bringing those people here is a benefit that can't be denied," she said.

Serving that many kids with an authentic theater experience also requires a facility. The program operated at Theatre by the Trax until last fall when the two organizations severed ties, leaving the children's theater without a permanent home.

Future shows will be presented at other local venues, but there are limitations with operating in a temporary space, said Shiff, who works with both the

children's theatre and the Friese Studio of Music in St. Marys.

Shiff and her husband, Hal, have been visited local civic organizations and even held a town hall meeting at the College of Coastal Georgia to spread awareness about the organization and its needs.

Their dream is to one day operate a full-service arts education complex where children can be trained, props can be stored and audiences can enjoy their shows. In addition to Friese Studio, Lisa Allen Dance Works also has

been instrumental in supporting the nonprofit youth arts program.

Along with financial support, Shiff said the theater program needs letters of endorsement from the community that will help them to compete for future grant funding.

For more information about St. Marys Children's Theatre, call (912) 510-9700 or visit the organization online at stmaryschildrenstheatre.com.



STATE OF GEORGIA
OFFICE OF THE GOVERNOR
ATLANTA 30334-0090

Nathan Deal
GOVERNOR

July 1, 2017

Jan Shiff
Treasurer and Director of Operations
St. Marys Children's Theatre, Inc.
204 Arnow Drive
St. Marys, Georgia 31558

Dear Jan Shiff:

Congratulations on receiving your FY2018 grant award from the Georgia Council for the Arts. Receipt of this highly competitive award is a testament to the quality of programming delivered by your organization and your continued support of arts education, local growth and economic development in Georgia communities.

Georgia's arts industry helps to cultivate our state's rich cultural identity and serves as an important economic driver. More than 13,000 businesses employ 140,000 Georgians in the arts and creative businesses across the state, generating \$62.5 billion in annual revenue. The programs and services that your organization offers to local communities, the state, the region and tourists alike contribute to our identity of place and the vitality of the creative industries in Georgia.

It is a significant honor to have been ranked as one of the strongest organizations in the state by a panel of your peers. Your award underscores the success of your programs to exemplify the role of the arts in economic and community development. Your continued service to this vital industry has helped to convey Georgia's distinctive identity, build connections amongst our communities and foster new opportunities on both the state and local levels.

Sincerely,

A handwritten signature in black ink that reads "Nathan Deal".

Nathan Deal

The Movement

8 reasons to partner with the arts



Research: AARP

Employees want to live and work in a vibrant community

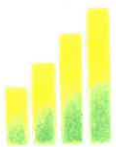
When you partner to support local theater, music, museums, dance and public art, you help to make your community more attractive to current and future employees. Happier employees make for a happier workplace. But you knew that already, naturally.



Art Start Company: The Art of Business

The arts help you build market share, enhance your brand and reach new customers.

Celebrating the arts is a way to build a powerful presence and engage with multiple stakeholders quickly and effectively. Museums, symphonies, dance performances, festivals and more allow you to reach customers and are venues to entertain prospective and current clients. Businesses agree that the arts increase name recognition (79 percent) and offer networking opportunities to develop new business (74 percent).



Advanced Corporate Communications: Art Matters

The arts help you get your message across in engaging ways.

The arts can educate the public and your employees about core business issues such as informing them about your products or teaching them to make healthy choices.



Boost Your Creativity

Did you know that creativity is among the top applied skills sought by employers?

More often than not, business leaders say creativity is of high importance when hiring. The arts are about critical thinking, solving and reframing problems and facts in ways that reveal insights and opportunities. Music, creative writing, drawing and dance provide skills sought by employers of the third millennium. In fact 72% of companies that give to the arts recognize that it stimulates creative thinking, problem solving and team building.



Engage Your Employees

The arts challenge employees to be their best.

Whether it's showing off their own creative talent in a company art show or battle of the bands, or volunteering for a local arts group, the arts let your employees use their current skills and develop new ones. For instance, sitting on an art organization's board is great training for sitting on your company's board. In fact, studies show that millennials who frequently participate in workplace volunteer activities are more likely to be proud, loyal and satisfied employees.



Build a Diverse & Inclusive Workplace

The arts create an environment that blends backgrounds, ethnicities and cultures.

Through exhibitions, performances and workshops, the arts provide opportunities for employees to grapple with workplace concerns and become more familiar with their coworkers in the next cubicle or around the world. What's more, committing to the arts lets people inside and outside your company know that you value (and promote) innovative thinking and a creative culture.



Say Thanks

The arts are a great way to show you appreciate your employees.

Providing tickets to events, museum memberships and other arts experiences is the perfect way to inspire employees and say “thanks.”

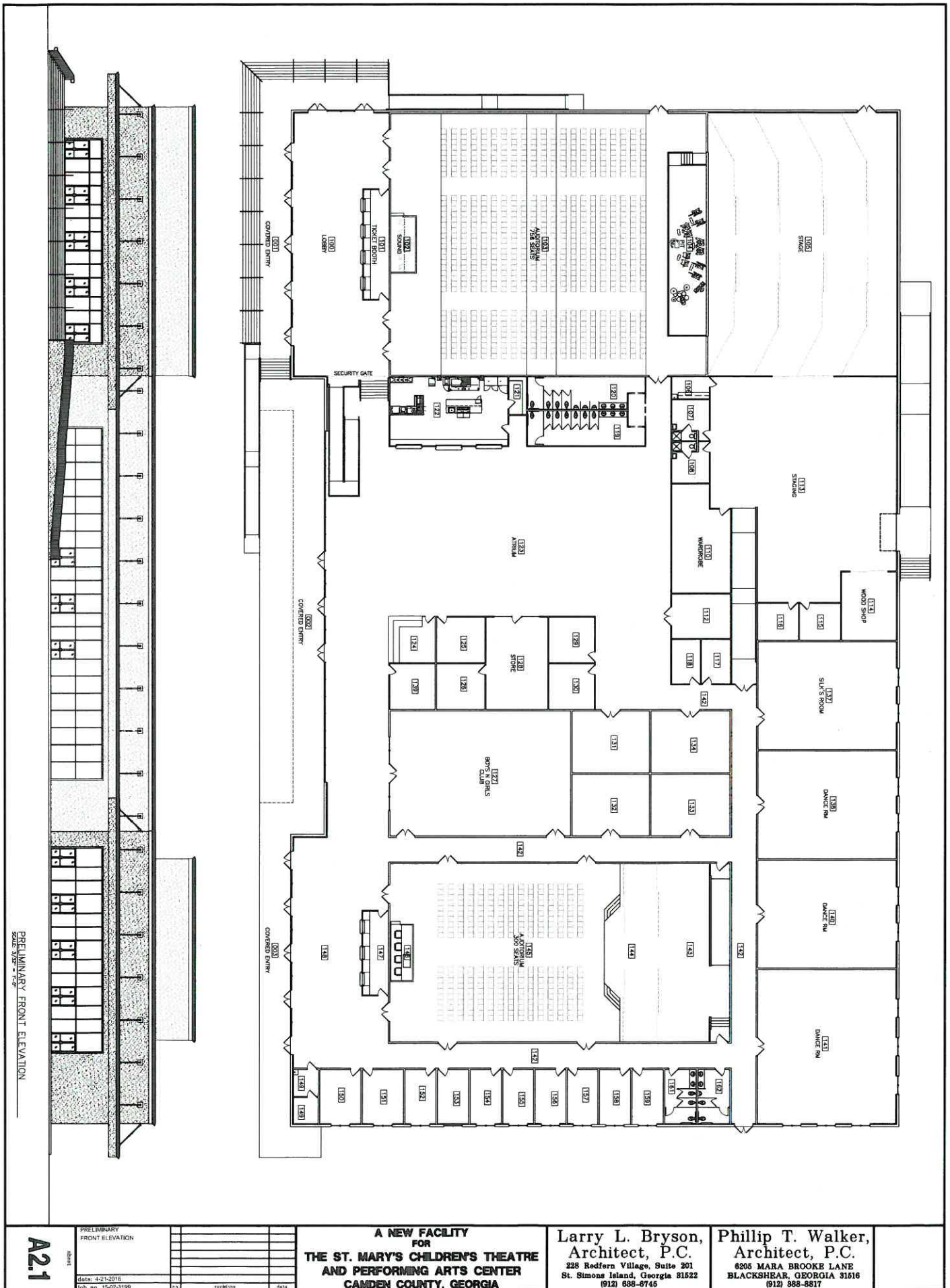


Countdown to the Economy 4.1. 2009 2010

When you partner with local arts, you partner with the whole city.

The arts are essential to the health and vitality of neighborhoods, cities, states and our nation. They enhance community development, create jobs, spur urban renewal, attract new businesses, draw tourism dollars, and create an environment that attracts skilled and educated workers.

Nationally, the nonprofit arts and culture industry generates \$135.2 billion in economic activity every year—\$61.1 billion in spending by organizations and an additional \$74.1 billion in event-related spending by their audiences.



[GO BACK TO MANAGER'S REPORT](#)



ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Watershed Protection Branch

2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334
404-463-1511

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

JUN 21 2017

Re: **St. Marys Water System**
WSID# 0390001
Camden County

Dear Mayor Deloughy:

In accordance with the Georgia Safe Drinking Water Act of 1977, as passed by the Georgia General Assembly, and the Rules for Safe Drinking Water, Chapter 391-3-5, a permit to operate the St. Marys Water System, a public water system located in Camden County, Georgia has been issued by the Environmental Protection Division (EPD) and is hereby enclosed. The specific conditions for operation of the water system are outlined in the pages attached to the permit. **Please provide a copy of this permit to anyone directly involved in the operation or sample collection for this water system.**

The Rules for Safe Drinking Water, Chapter 391-3-5, specify the number and frequency of microbiological, chemical, and radiological samples that must be analyzed for your water system. These compliance samples must be analyzed by EPD's Laboratory or any other commercial laboratory certified by EPD to conduct the analyses. If you participate in EPD's "Drinking Water Laboratory and Related Services", sample bottles with instructions for sample collection, preservation, and return shipping will be mailed to you as sampling is required. If you do not utilize the services of EPD's Laboratory for testing, you are responsible for complying with all applicable monitoring schedules in the Rules for Safe Drinking Water. Please visit <http://gadrinkingwater.net> to view your required monitoring schedules and other pertinent water system information.

Please remember that all bacteriological and chemical samples, reports, and other information for this system that are submitted to EPD should be identified by the water system identification number, WSID# 0390001.

Sincerely,

Adriana R. Bustillos
Acting Drinking Water Manager
Phone: (404) 463-8010

Enclosure

cc: Coastal District Brunswick Office, EPD
Camden County Health Department
File: SR3-A

PERMIT NO. CG0390001

ISSUE DATE: JUN 21 2017



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

PERMIT TO OPERATE A PUBLIC WATER SYSTEM

In compliance with the provisions of the **GEORGIA SAFE DRINKING WATER ACT** of 1977, O.C.G.A. 12-5-170 et. seq., and the **RULES, CHAPTER 391-3-5**, adopted pursuant to the ACT

City of St. Marys

is issued a **PERMIT TO OPERATE A PUBLIC COMMUNITY WATER SYSTEM** named

St. Marys Water System

and located at

St. Marys, Camden County, Georgia

THIS PERMIT to operate the above public water system shall become effective on August 15, 2017 and shall have a fixed term of ten (10) years, absent any prior revocation or modification.

THIS PERMIT is issued subject to the terms, conditions and schedules of compliance as follows:

1. **THE PERMITTEE** shall at all times operate the public water system in full compliance with the **GEORGIA SAFE DRINKING WATER ACT** of 1977, and the **RULES, CHAPTER 391-3-5**, adopted under the ACT. **THE DIRECTOR** may modify, suspend or revoke this permit as provided therein.
2. **THIS PERMIT** is transferable only with a change of ownership. **THE PERMITTEE** shall notify the succeeding owner by letter of the existing permit and surrender the original permit to the Director. The succeeding owner shall apply to the Director for a permit transfer within 30 days of receiving title to the property.
3. **THIS PERMIT** is further subject to the terms, conditions and schedules of compliance specified on the attached pages.



Richard E. Dunn, Director
Environmental Protection Division

STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

OWNER: City of St. Marys

PERMIT NO.: CG0390001

SYSTEM: St. Marys Water System

PERMIT CONDITIONS

4. **This permit is for the operation of a public water system using four (4) wells as sources of water supply** as indicated on your application. Any additional sources must have written approval from the Director before use. **The total amount of water produced must not exceed the limits imposed by your groundwater withdrawal permit, #020-0002.** The approved sources of water are:

Well #2, Source 102, Dandy Street
Well #3, Source 103, Douglas Road
Well #5, Source 105, Point Peter Subdivision (EMERGENCY ONLY)
Well #6, Source 106, Colerain Road

5. The permittee must provide continuous disinfection by chlorinating all water distributed by the system to maintain a detectable residual of free chlorine in the recommended amount of 0.2 milligrams per liter in all parts of the distribution system, or as specified in Section 391-3-5-.14, as amended, of the Rules for Safe Drinking Water.

6. **The permittee shall analyze or have analyzed all microbiological and chemical samples required by the Rules for Safe Drinking Water, Chapter 391-3-5. Monitoring for each contaminant must be performed as scheduled by the Georgia Environmental Protection Division's (EPD) Watershed Compliance Program (WCP). The supplier must provide all test results to the WCP within the time frames established in the schedules.** The permittee may use the laboratory services of the EPD's certified laboratory or any other laboratory certified by the WCP to perform the specific analysis. If a laboratory other than the EPD's certified laboratory is used, the laboratory results must be submitted to the following address as specified in Section 391-3-5-.30:

Environmental Protection Division
Watershed Protection Branch Compliance Program
Drinking Water Compliance Unit
2 Martin Luther King, Jr. Drive, SE, Suite 1152 East
Atlanta, Georgia 30334

The format used to report results must be approved by the WCP and must identify the system by the water system identification number, WSID# 0390001, and the laboratory performing the analysis. The laboratory's certification number must be included on the report. Results requiring immediate notification should be reported to the WCP by telephone at (404) 463-1511 or fax at (404) 651-9590.

STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

OWNER: **City of St. Marys**

PERMIT NO.: **CG0390001**

SYSTEM: **St. Marys Water System**

PERMIT CONDITIONS

7. Reports must be maintained by the permittee on the premises of the water system and be available for inspection. **A true and correct copy of the operation records and other reports must be sent to the following address, by the tenth day of the month following the month being reported,** unless otherwise stated in Section 391-3-5-.30 or elsewhere in the Rules:

Environmental Protection Division
Coastal District Brunswick Office
400 Commerce Center Drive
Brunswick, GA 31523-8251
Phone: (912) 264-7284
Fax: (912) 262-3160

8. **The permittee shall ensure that this public water system is operated in compliance with the Georgia Certification of Water and Wastewater Treatment Plant Operators and Laboratory Analysts Act**, as amended, and the Rules adopted thereunder. The certification classification must be consistent with the public water system classification specified in Section 391-3-5-.39 of the Rules for Safe Drinking Water.
9. The permittee shall comply with O.C.G.A Sections 12-5-7 and 12-5-8 regarding limitations on outdoor irrigation, local variances from state restrictions on outdoor watering, and any rules and regulations related to drought management promulgated thereafter. This condition applies to any water system that holds a water withdrawal permit, or uses water provided by a system with a withdrawal permit.
10. Drinking water distributed by the permittee should not contain any impurity which will cause offense to the sense of sight, taste or smell and should not be excessively corrosive as to cause degradation of the water quality or deterioration of the distribution system, as specified in Section 391-3-5-.19 and .26 of the Rules for Safe Drinking Water.
11. The permittee is required to have a water conservation and cross-connection control plan on file with the Division.
12. **The permittee is required to provide continuous fluoridation to all water distributed by the system**, as specified in Section 391-3-5-.16 of the Rules for Safe Drinking Water.
13. The permittee shall comply with Section 391-3-5-.40, Wellhead Protection and the approved Wellhead Protection Plan, which is incorporated herein by reference as a condition of this permit.
14. The permittee shall meter all water sources and all service connections connected to the public water supply system, and shall report the system's water usage to the EPD's Coastal District Brunswick Office.
15. The permittee shall provide sanitary protection for each source of water supply, as specified in Section 391-3-5-.07 of the Rules for Safe Drinking Water.
16. This permit replaces all Permits to Operate a Public Water System previously issued for the operation of this public water system.

STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

OWNER: **City of St. Marys**

PERMIT NO.: **CG0390001**

SYSTEM: **St. Marys Water System**

SPECIAL COASTAL PERMIT CONDITIONS

A. The permittee shall administer a **water conservation education program** in accordance with the guidelines provided by the Georgia Environmental Protection Division. The program must be updated at intervals determined by the Director.

B. The permittee shall administer a conservation-oriented **water rate structure** for all of its customers, in accordance with the guidelines provided by the Georgia Environmental Protection Division. This program must be updated at intervals determined by the Director.

C. The permittee shall continue to evaluate **reuse feasibility** in accordance with the guidelines provided by the Georgia Environmental Protection Division.

D. The permittee shall continue to **evaluate alternate water sources** as a substitute for the groundwater used. This assessment shall be conducted in accordance with the guidelines provided by the Georgia Environmental Protection Division.

E. The permittee shall administer a **meter calibration, repair, and replacement program** that includes: (1) a schedule for installing meters for all water supply sources and service connections that are not currently metered; and, (2) annual calibration for meters for those users representing at least the top 10% of water users. This program must be updated at intervals determined by the Director.

F. The permittee shall administer a **water loss control program** in accordance with the guidelines provided by the Georgia Environmental Protection Division. The permittee shall administer the minimum standards and best management practices for improving efficiency and effectiveness of water use, if subject to the provisions of O.C.G.A. Section 12-5-4.1, as amended.

[GO BACK TO MANAGER'S REPORT](#)

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

February 2, 2017

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

RE: High mast lighting assistance for I-95 @ CS 532/ST MARYS Road - Lighting - P.I. No. 0015194; Camden County

Dear Mr. Holman,

The Department will require a signed agreement for high mast lighting installed as part of the above referenced project. The lighting shall be administered in the form of a *Local Government Lighting Project Agreement (LGLPA)*. It will be the responsibility of the City to provide the Energy, Operation and Maintenance for the system. The Department shall be responsible for the design and installation, including all costs of materials for the system.

Attached for your review are four (4) original copies of the proposed LGLPA between the Georgia Department of Transportation and the City of St. Marys, for City and State participation. It is requested that a Resolution be secured from the City Council before entering into the Agreement. By virtue of the Resolution, the City can then enter into the Agreement. The Resolution/Agreement process can be done concurrently. If you concur with the terms of this Agreement, please attach an official copy of the Resolution (including all signatures and seals) to each of the Agreements. Then, please obtain the necessary signatures and appropriate seals from the City Council on all 4 copies of the Agreement and return all 4 copies to the Office of Design Policy & Support for further handling. *Please do not fill in the date on the first page of the Agreement as this will be completed upon execution by the Department. We will return one copy of the executed Agreement for your files.*

If you have any questions or need any additional assistance, please contact Robert Graham at (404) 631-1684.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. Story".

FOR: Brent A. Story, P.E.
State Design Policy Engineer

BAS: BQ: rg

cc: Ann R. Purcell, *Secretary*; State Transportation Board, Congressional District 1
Meg Pirkle, Chief Engineer
Bradford W. Saxon, P.E., District 5 Engineer
Hiral Patel, Director of Engineering

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF ST. MARYS

This Agreement is made and entered into this 28th day of February, 2017, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the CITY OF ST. MARYS, GEORGIA acting by and through its City Council, hereinafter called the **CITY**.

WHEREAS, the CITY has represented to the DEPARTMENT a desire to obtain high mast lighting as part of the *I-95 @ CS532/ST MARYS Road - Lighting* project, said lighting to be installed under P.I. No. 0015194, Camden County;

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in: 1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for high mast lighting as part of the *I-95 @ CS 532/ST MARYS Road - Lighting* project, said lighting to be installed under P.I. No. 0015194, Camden County as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the CITY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The CITY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The CITY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the CITY.

5. It is understood by the CITY that the DEPARTMENT has relied upon the CITY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the CITY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the CITY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the CITY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the CITY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the CITY with a statement of material costs upon completion of the installation.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day
and year first above written.

RECOMMENDED:

CITY OF ST MARYS

BY:

[Signature]
Mayor

(SEAL)



DEPARTMENT OF TRANSPORTATION

BY

[Signature]
Commissioner

(SEAL)

[Signature]
WITNESS



This Agreement
approved by the City Council at a
meeting held at City Hall (Council Chambers)
4180 Shennel Street, St. Marys, GA 31558
this 16th day of February,
2017.

ATTEST:

[Signature]
Treasurer

[Signature]
City Clerk

Attachment "A"



Project Location Map

I-95 @ CS 532/ST MARYS Road – Lighting (NB I-95 & Eastside of Interchange only)
City of ST. MARYS (Camden County)
P.I. No. 0015194

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

July 20, 2017

John Morrissey, Mayor
City of St. Marys (Camden County)
418 Osborne Street
St. Marys, Georgia 31558

RE: 2017 Local Maintenance & Improvement Grant for Off-System Safety Program

Dear Mayor Morrissey:

The Department has approved the County/City application for additional LMIG funding assistance for the *Off-System Safety Improvement Program*. The Department will commit up to **\$25,000.00** or **70%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. Construction of the repairs must begin before December 31, 2017 or the approval may be cancelled.

These funds will be in addition to the County/City 2017 LMIG allocation. In order to receive the funds, the City/County will need to submit a low bid amount awarded for the projects and return to the address shown below:

**Georgia Department of Transportation
Office of Local Grants – 17th Floor
One Georgia Center
600 West Peachtree Street NW
Atlanta, Georgia 30308**

If you have any questions, please feel free to call me at (404) 347-0240.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry L. Gable".

Terry L. Gable
Local Grants Administrator

cc: Mr. Russell McMurry, P.E.; Mr. Mike Dover, P.E.; Mr. Brad Saxon, P.E.; Ms. Ann Purcell; Hon. John Corbett; Hon. Jason Spencer; Hon. William Ligon, Jr.; Mr. Brent Moseley; General Files

[GO BACK TO MANAGER'S REPORT](#)

From: John J. Holman
To: [John Morrissey](mailto:John.Morrissey@stmarysga.gov); CityCouncilMembers@stmarysga.gov
Cc: becky.myers@stmarysga.gov; [Jeffrey Adams \(Jeff.Adams@stmarysga.gov\)](mailto:Jeffrey.Adams@stmarysga.gov); Jennifer.Brown@stmarysga.gov; [Courtney Reich \(courtney@ecologicalplanning.net\)](mailto:Courtney.Reich@ecologicalplanning.net); Bobby.Marr@stmarysga.gov; [Jim Vaughn \(jim.vaughn@jmcnetwork.com\)](mailto:Jim.Vaughn@jmcnetwork.com)
Subject: Section 319 Grant - SHRIMP Project
Date: Saturday, May 06, 2017 11:41:00 AM
Attachments: [SKM_C654e17050609210.pdf](#)
[image001.jpg](#)

I am happy to announce that the City of St. Marys has been recommended for award of a “Section 319(h) Nonpoint Source Implementation Grant – FY 17” application. The amount of the award is \$382,333 with a match in the amount of \$423,006. The following table explains where the source of the match funding is being provided:

Funding Source	Cash Amount	Required Match	Source
319(h)	\$382,333		NPSIG-17
		\$143,386	In-kind City Personnel Cost
		\$215,720	LMIG
		\$63,900	City Cash Reserve
Sub-Total	\$382,333	\$423,006	
Total			\$805,339

This was the final grant for which the City was awaiting notice on for the SHRIMP Project. The total cost provided is only for the grant and match and not the total cost of the project.

The GAEPD should receive the Section 319(h) FY17 award in the next few weeks. We have already begun revising the project proposal into an acceptable Scope of Work which was part of our preliminary engineering.

I want to thank staff, Mr. Vaughn and Courtney Reich for their assistance in this project funding request.

Mayor and Councils support and forward planning; RSVP, Sea Rise Study, Master Plan/Visioning etc. provided the basic building blocks for the success of this application recommendation.

I will work with Ms. Myers on Monday morning to prepare a press release.

Again, thank you to everyone for working together on this successful application.

John J. Holman, ICMA-CM

City Manager

seal.JPG



City of St. Marys

418 Osborne Street
St. Marys, GA 31558

Office: 912-510-4043

Email: john.holman@stmarysga.gov

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From: Executive Copier
Sent: Saturday, May 06, 2017 9:22 AM
To: John J. Holman
Subject: Message from KM_C654e

May 2, 2017

John J. Holman, ICMA-CM
City Manager
City of St. Marys
418 Osborne Street
St. Marys, GA 31558

RE: Section 319(h) Nonpoint Source Implementation Grant - FY17 Application
Project: Coastal Urban Stormwater BMP Retrofits in Downtown St. Marys using GI/LID

Dear Mr. Holman:

The Georgia Environmental Protection Division (GAEPD) has reviewed your Section 319(h) Nonpoint Source Implementation Grant application for FY17 funding. Congratulations, your grant application has been recommended to the U.S. Environmental Protection Agency (USEPA) for funding. Final approval for funding of this project will be contingent upon the USEPA's review of the Section 319(h) FY17 Grant application. Following the USEPA review, all approved applicants will be notified of the comments and recommendations provided by the USEPA. Your project has been recommended for funding with a federal budget of \$382,333 and a required local match of \$423,006.

Ms. Mary Gazaway, the Section 319(h) Grants Unit Project Administrator assigned to manage your project will contact you soon to discuss any modifications, comments, and suggestions that arose during our application review process. Based on discussions with your Project Administrator, please begin revising your project proposal into an acceptable Scope of Work to expedite the contracting process.

Dependent upon review and final approval by the USEPA and funding by Congress, the GAEPD should receive the Section 319(h) FY17 award within the next few weeks. If additional information is required, please do not hesitate to contact your Project Administrator at 404-651-8522.

Sincerely,



Veronica Craw
Grants Unit Manager

From: John J. Holman
To: [John Morrissey](mailto:John.Morrissey@stmarysga.gov); CityCouncilMembers@stmarysga.gov
Cc: becky.myers@stmarysga.gov; [Jeffrey Adams \(Jeff.Adams@stmarysga.gov\)](mailto:Jeffrey.Adams@stmarysga.gov); Jennifer.Brown@stmarysga.gov; [Courtney Reich \(courtney@ecologicalplanning.net\)](mailto:Courtney.Reich@ecologicalplanning.net); Bobby.Marr@stmarysga.gov; [Jim Vaughn \(jim.vaughn@jmcnetwork.com\)](mailto:Jim.Vaughn@jmcnetwork.com)
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City Manager

seal.JPG



City of St. Marys

418 Osborne Street
St. Marys, GA 31558

Office: 912-510-4043

Email: john.holman@stmarysga.gov

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

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Sincerely,



Veronica Crow
Grants Unit Manager

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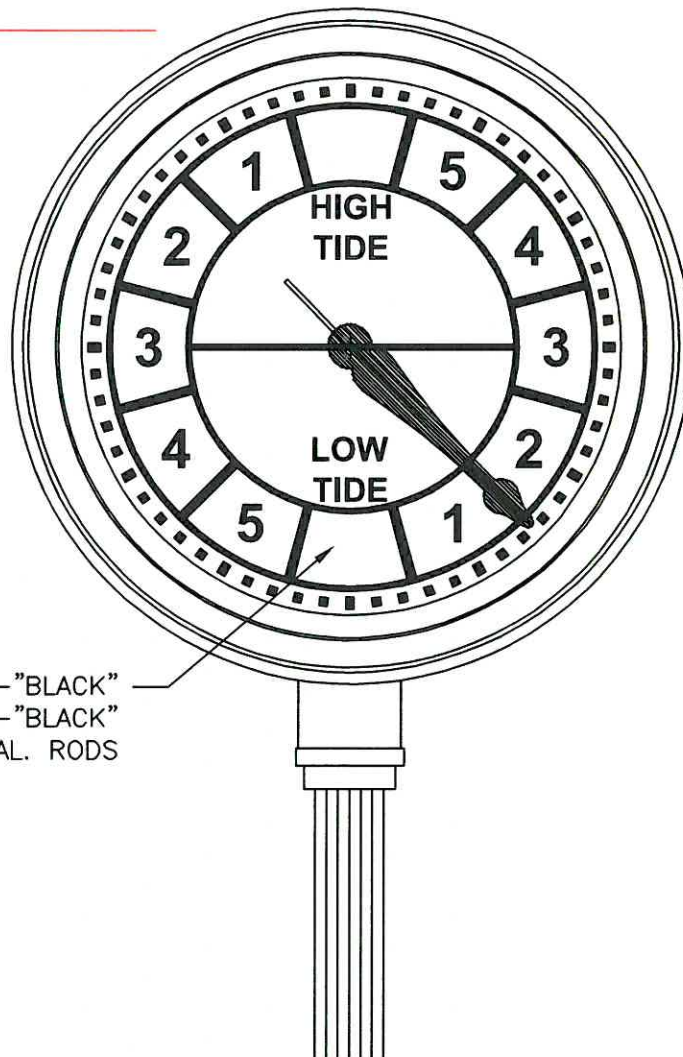
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Date _____



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W/ "WHITE" BAL. RODS

MODEL No. 4N
TIDE CLOCK

NOTES:

1. JOB No. 171405
CITY OF ST. MARY'S
ST. MARY'S, GA
2. POSTCLOCK COLOR: "BLACK"



VERDIN DESIGN GROUP

THE VERDIN COMPANY
CORPORATE HEADQUARTERS
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1-800-543-0488
sales@verdin.com
www.verdin.com

3900 KELLOGG AVENUE
CINCINNATI, OHIO 45226
(800) 217-2256
MAIN FAX (888) 389-5019
clocks@verdin.com

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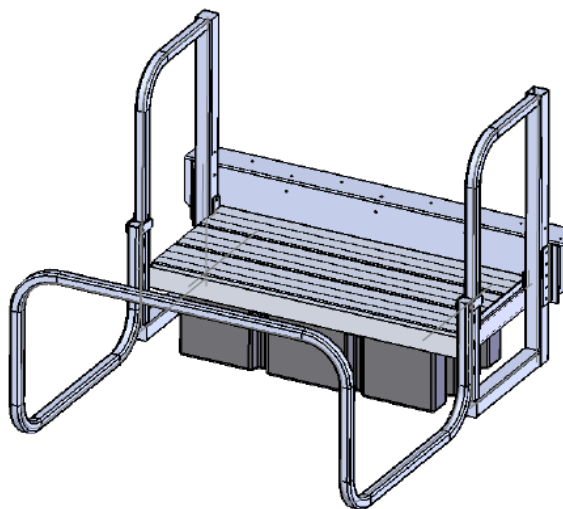
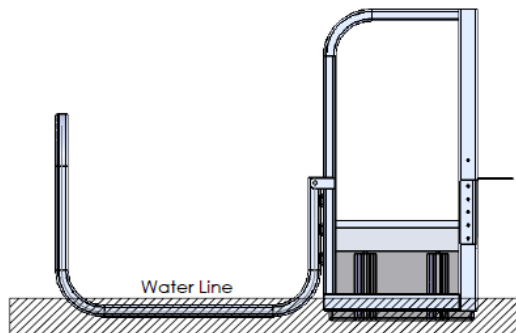
SCALE: $1\frac{1}{2}" = 1'-0"$ DRAWN BY: WCC

DATE: Apr 24, '17 REVISED:

DRAWING NUMBER:

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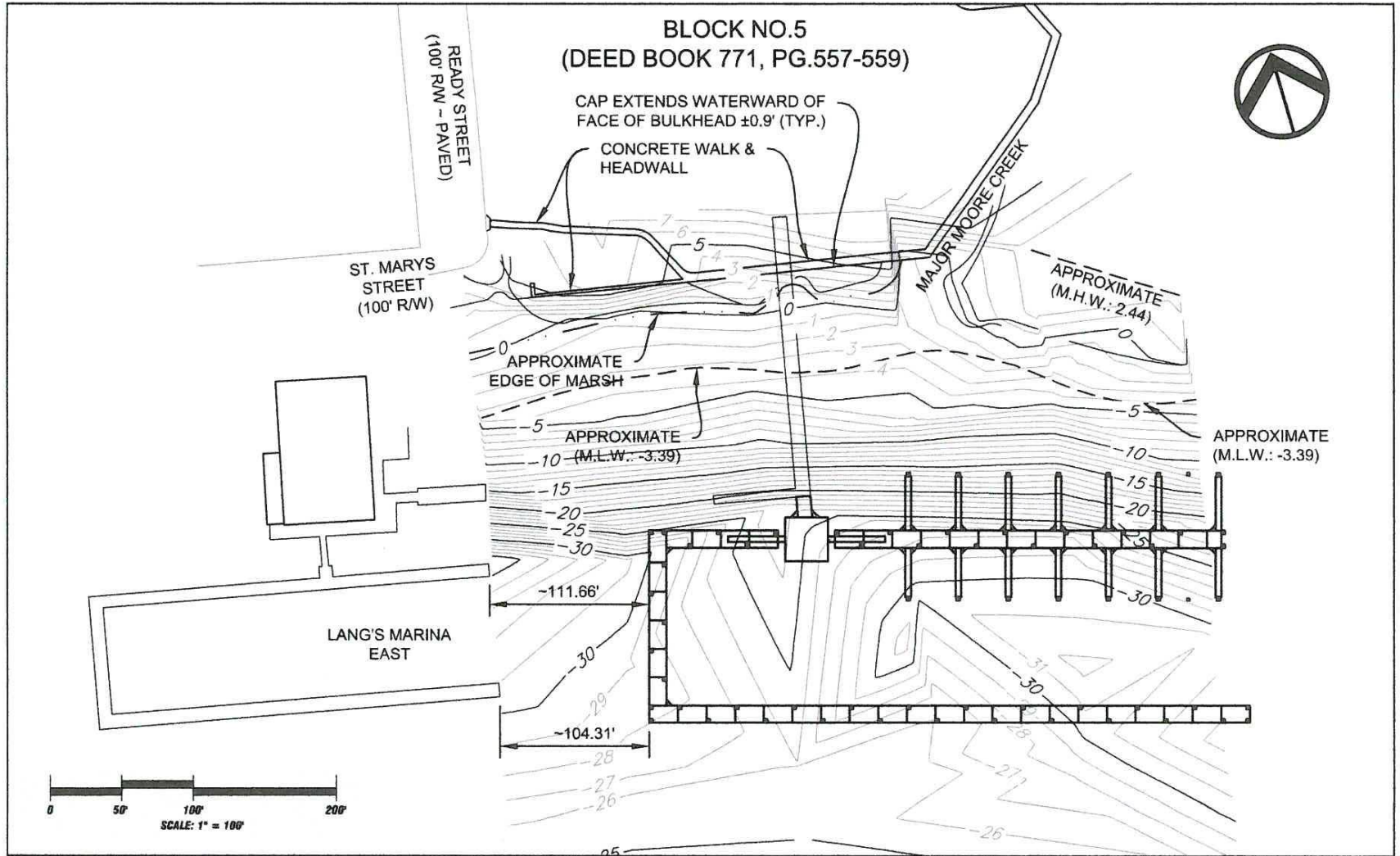


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Gateway Pier Update

St. Marys Intracoastal Gateway
Committee Meeting

5-11-2017



Location Map

St. Marys, Georgia

St. Marys Intercoastal Gateway Project

PROPOSED ACTIVITY: Dock Improvements

Applicant: City of St. Marys

Date: 05/02/2017

County: Camden

JOB#: 17-1005 DATUM: MSL

SCALE: 1"=100' SHEET: 2 of 8

GENERAL NOTES:



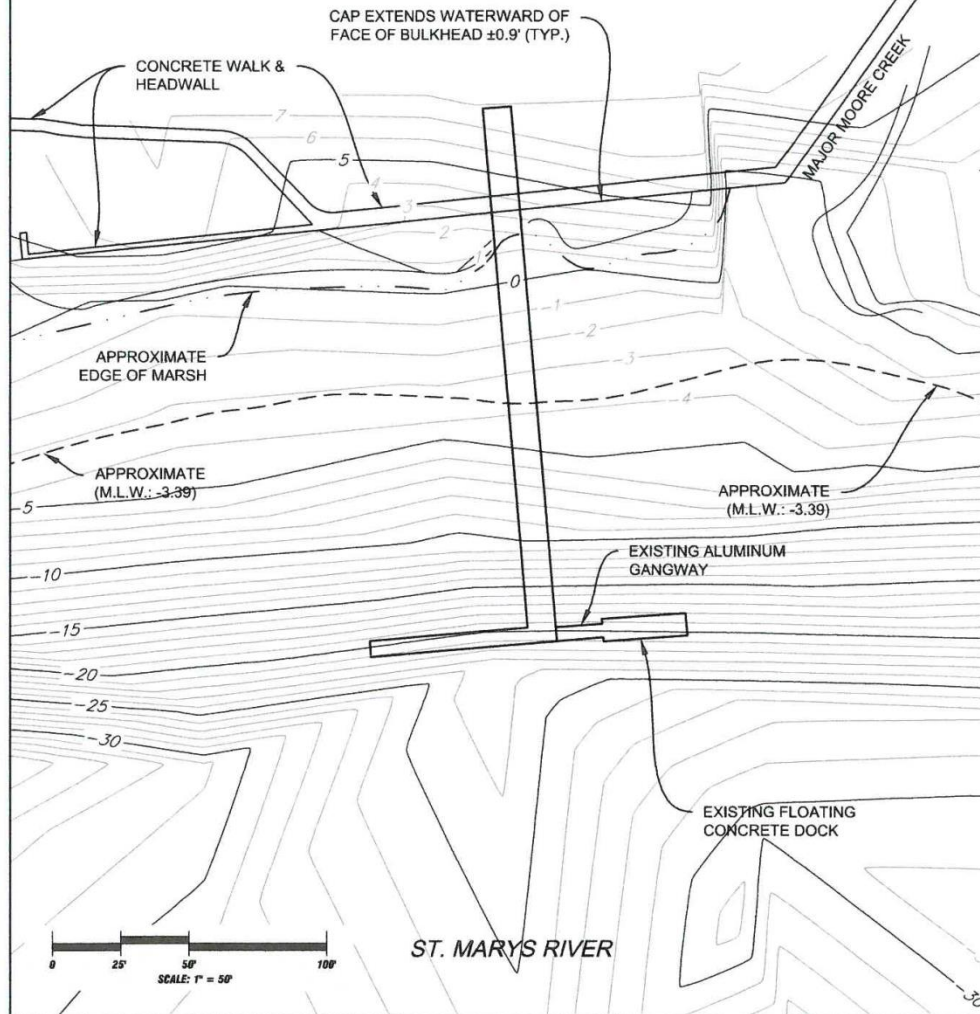
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www.ballmaritime.com

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BLOCK NO.5
(DEED BOOK 771, PG.557-559)



Existing Conditions

**St. Marys Intercoastal
Gateway Project**

St. Marys, Georgia

PROPOSED ACTIVITY: Dock Improvements

Applicant: City of St. Marys

Date: 05/02/2017

County: Camden

JOB#: 17-1005 DATUM: MSL

SCALE: 1"=50' SHEET: 3 of 8

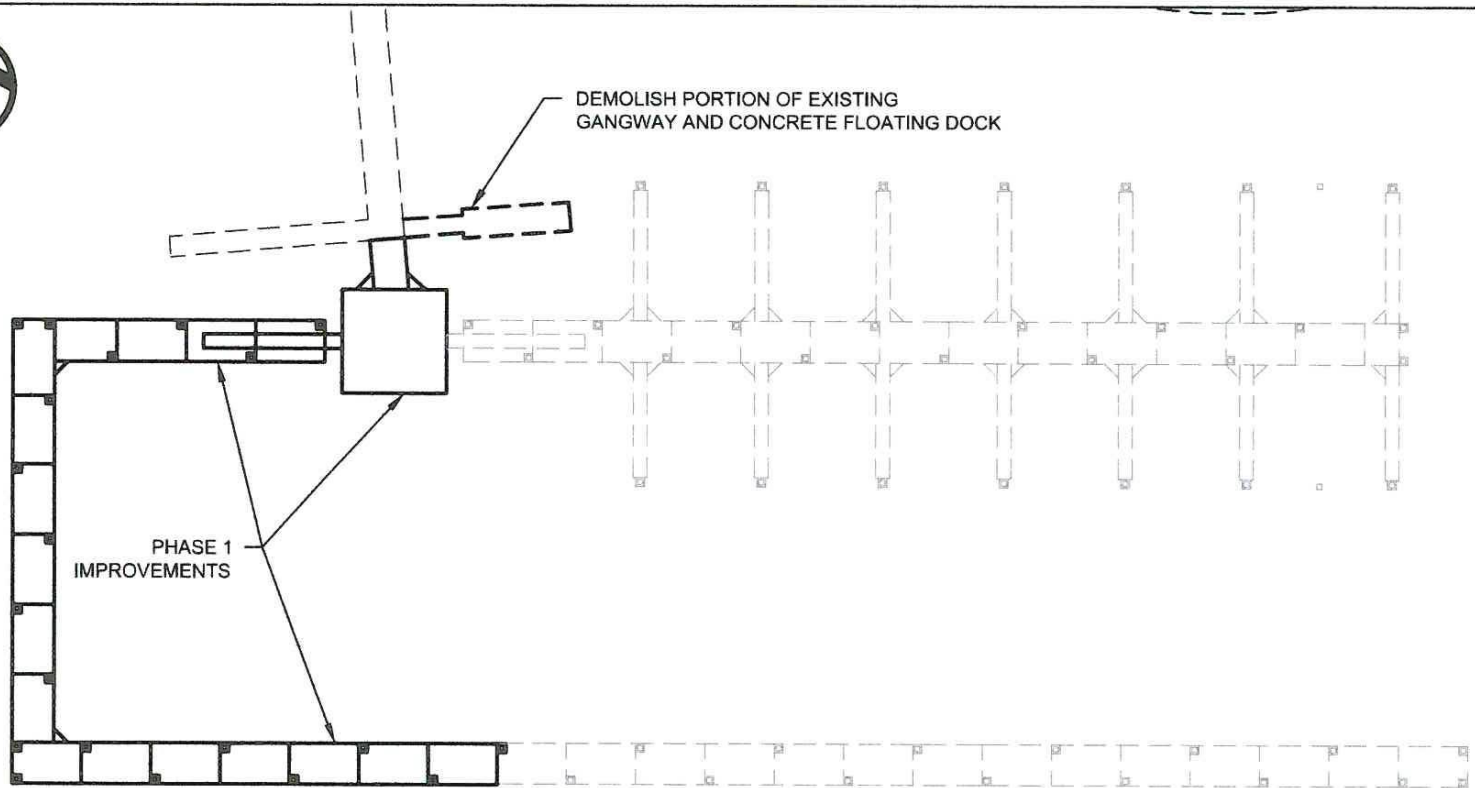


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www.ballmaritime.com

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DOCK MEASUREMENTS:	
PHASE 1.....	5,190 SF
PHASE 2.....	4,366 SF
PHASE 3.....	4,456 SF
TOTAL.....	14,011 SF

Dockage Plan - Phase 1 St. Marys Intercoastal Gateway Project

St. Marys, Georgia

PROPOSED ACTIVITY: Dock Improvements

Applicant: City of St. Marys

Date: 05/02/2017

County: Camden

JOB#: 17-1005 DATUM: MSL

SCALE: 1"=50' SHEET: 4 of 8

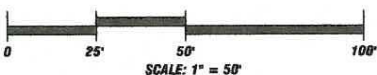
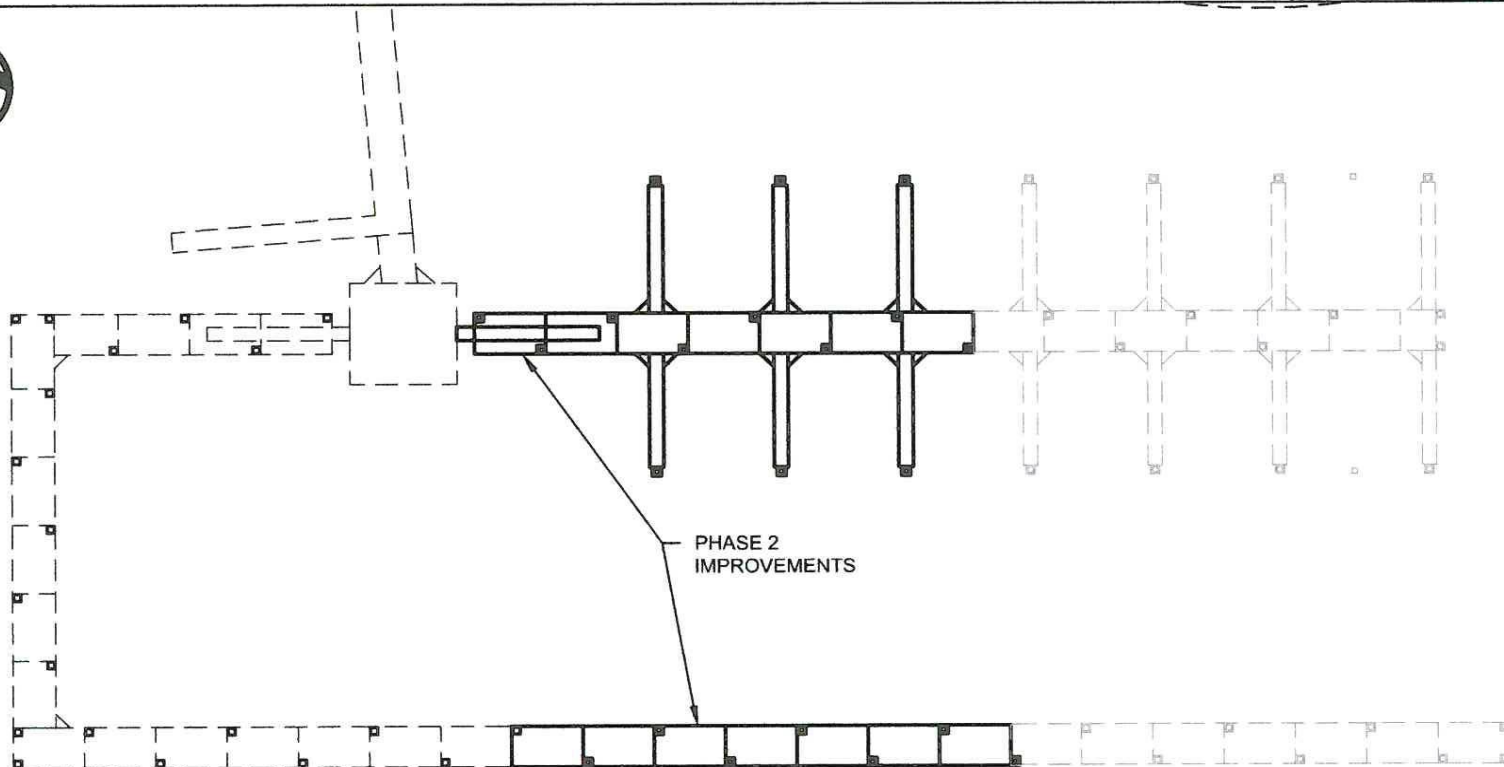
GENERAL NOTES:



Ball Maritime Group, LLC

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DOCK MEASUREMENTS:	
PHASE 1.....	5,180 SF
PHASE 2.....	4,366 SF
PHASE 3.....	4,455 SF
TOTAL:.....	14,011 SF

Dockage Plan - Phase 2 St. Marys Intercoastal Gateway Project

St. Marys, Georgia

PROPOSED ACTIVITY: Dock Improvements

Applicant: City of St. Marys

Date: 05/02/2017

County: Camden

JOB#: 17-1005

DATUM: MSL

SCALE: 1"=50'

SHEET: 6 of 8

GENERAL NOTES:

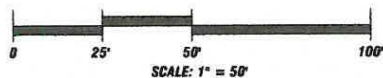
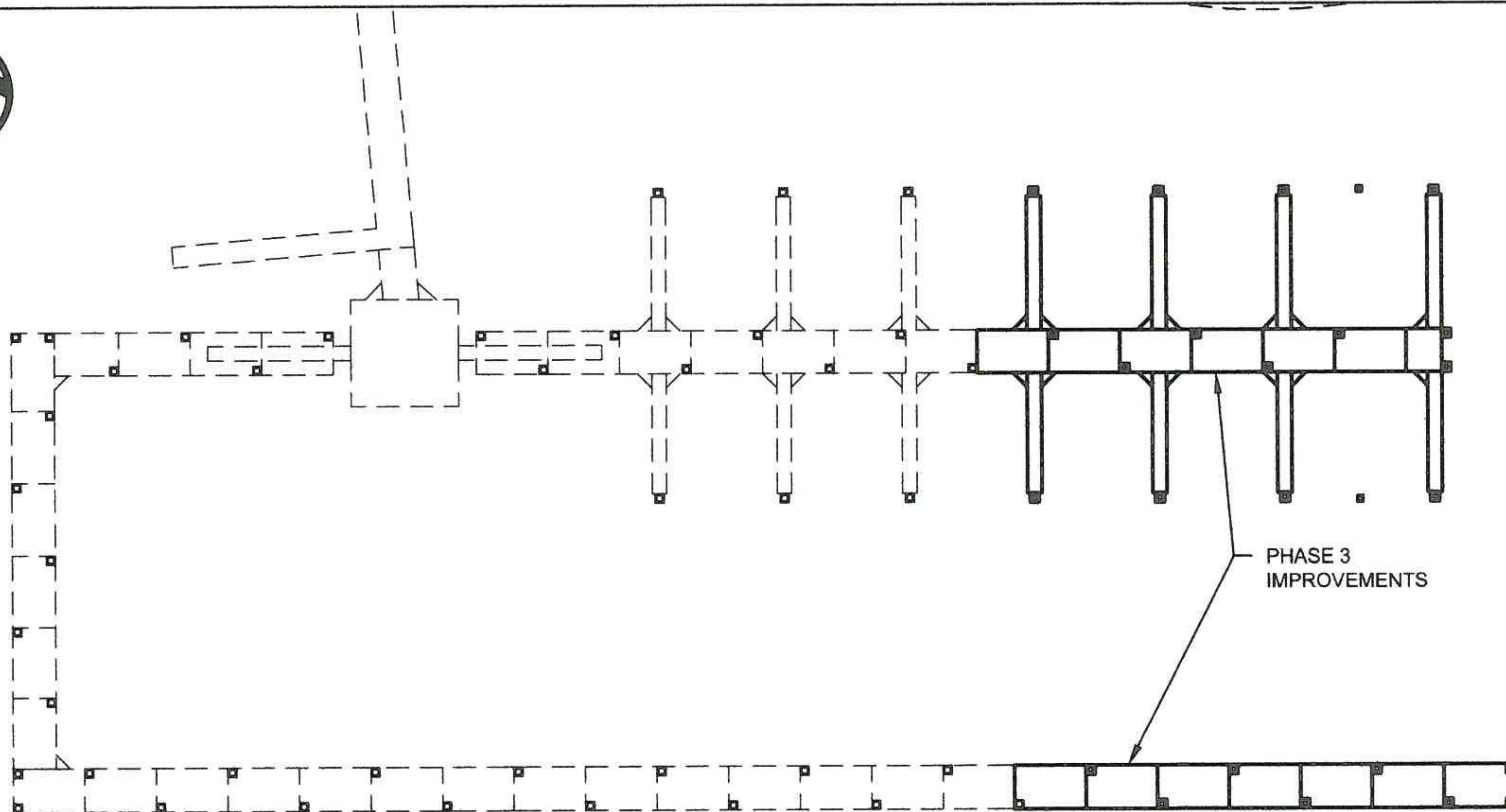


Ball Maritime Group, LLC

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DOCK MEASUREMENTS:	
PHASE 1.....	8,190 SF
PHASE 2.....	4,368 SF
PHASE 3.....	4,455 SF
TOTAL.....	14,011 SF

Dockage Plan - Phase 3 *St. Marys Intercoastal Gateway Project*

St. Marys, Georgia

PROPOSED ACTIVITY: Dock Improvements

Applicant: City of St. Marys

Date: 05/02/2017

County: Camden

JOB#: 17-1005

DATUM: MSL

SCALE: 1"=50'

SHEET: 7 of 8

GENERAL NOTES:

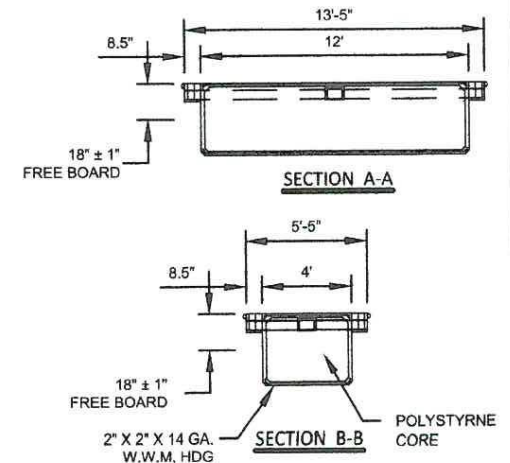
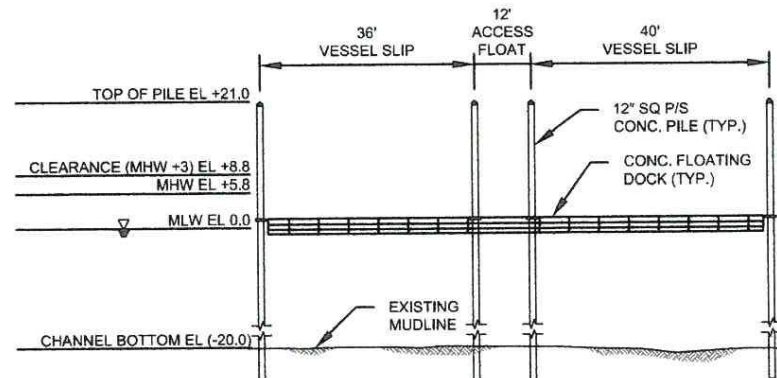
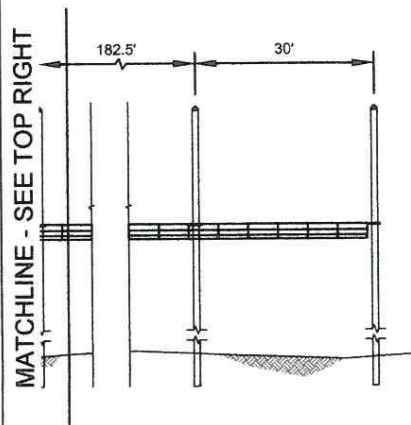
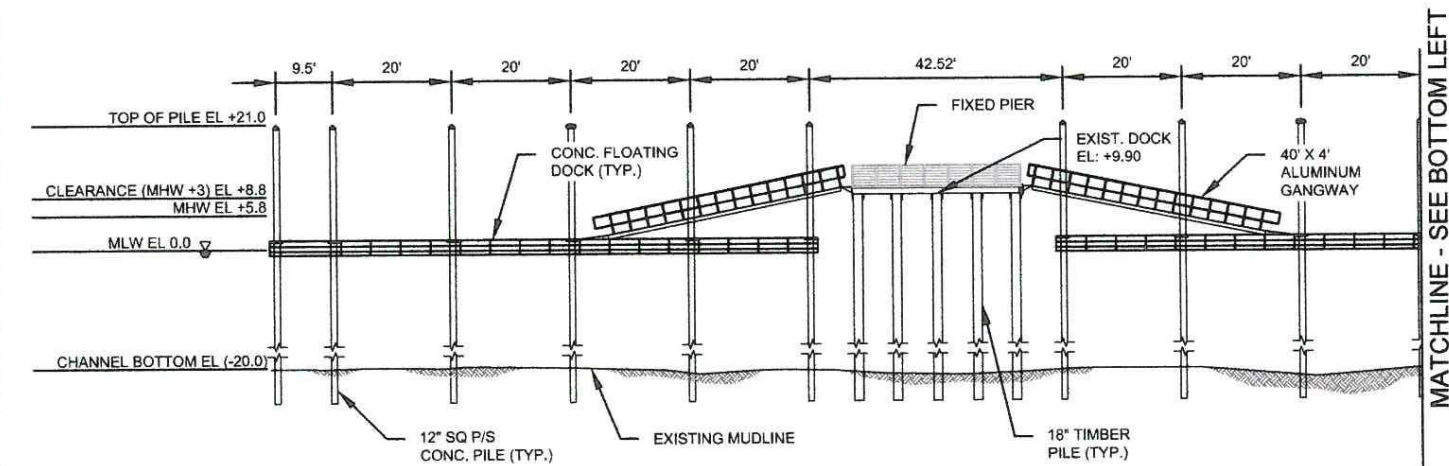


Ball Maritime Group, LLC

4 Cedar View Court | Savannah, Georgia | 31410 | (912) 662-2914
www.ballmaritime.com

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This map illustrates a general plan of the development, which is for discussion purposes only. It does not limit or bind the owner and is subject to change and position locations are for illustrative purposes only and are subject to an accurate survey and property description. The information contained in this map is subject to change with all indications are for illustrative purposes only and as such the producer assumes no legal responsibility.



NOTES:

GENERAL NOTES:

1. VERTICAL DATUM FOR ELEVATIONS SHOWN IS MEAN LOW WATER (MSL).
2. LENGTH OF FLOAT SECTIONS SHALL BE DETERMINED BY FLOAT MANUFACTURER.
3. BOTTOM OF GANGWAY SHALL BE OUTFITTED WITH WHEELS THAT HAVE STAINLESS STEEL AXLES.
4. ALUMINUM SHALL BE TYPE 6061.



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Elevations & Sections

St. Marys Intercoastal Gateway Project

St. Marys, Georgia

PROPOSED ACTIVITY: Dock Improvements

Applicant: City of St. Marys

Date: 05/02/2017

County: Camden

JOB#: 17-1005

DATUM: MSL

SCALE: N.T.S.

SHEET: 8 of 8



**City of St. Marys
418 Osborne Street
St. Marys, GA 31558
(912) 510-4000**

July 24, 2017

Mr. Wiley B. King
Post Office Drawer 340
St. Marys, GA 31558

Re: Unopened Ashley Street

Dear Mr. King,

The city is in receipt of your letter with regards to abandonment of the unopened portion of Ashley Street from Norris Street to the marsh. The city has had several requests with regards to streets from Norris Street to the marsh line over the past couple of years. These requests have been denied for a number of reasons including the need to maintain the aesthetic view, need to maintain public ownership due to public utilities, and for future plans for a marsh walk.

I note that this area includes storm water, electric, phone and sewer utilities. Since these are public utilities then a recommendation for approval will not be forthcoming from staff to city council.

I appreciate your offer of accepting this land, but cannot recommend that it be approved by council.

Please do not hesitate to contact me if you have any further questions with regard to this matter.

Very truly yours,



John J. Holman, ICMA-CM
City Manager

Cc: John Morrissey, Mayor
Council
Management Team

[GO BACK TO MANAGER'S REPORT](#)

City Manager

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

City of St. Marys
FOD Inspection Form[illegible]

GO BACK TO MANAGER'S REPORT

From: [John Morrissey](#)
To: [John J. Holman](#)
Subject: FW: Conditional Release
Date: Thursday, July 13, 2017 4:37:12 PM
Attachments: [Mayor Morrissey's signed letter.pdf](#)
[image001.png](#)
[image002.jpg](#)

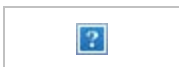
You did not get copied in on this. fyi

Thank you,

John F. Morrissey
Mayor
City of St. Marys, Georgia



418 Osborne Road
St. Marys, Georgia 31558
Phone: 912-510-4041
Fax: 912-510-4013
www.stmarysga.gov



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From: Larry.Clark@faa.gov [mailto:Larry.Clark@faa.gov]
Sent: Thursday, July 13, 2017 3:03 PM
To: John Morrissey
Cc: ccomer@dot.ga.gov; Steven.Hicks@faa.gov; timothy.mcquillen@navy.mil
Subject: Conditional Release

Mayor Morrissey,
Attached is the FAA Conditional Release letter for the St. Marys Airport. You should receive the original copy next week.
This document will be included in the Inter-Governmental Agreement between the Navy, GDOT, FAA, and the City of St. Marys.
Once the conditions of this release are met, we will follow up with the final Notice of Release.

Larry F. Clark
Manager, Atlanta Airports District Office
(404)305-6799
F (404)305-6798



U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of the Associate Administrator
for Airports

800 Independence Ave., SW.
Washington, DC 20591

JUL 13 2017

The Honorable John F. Morrissey
Mayor of St. Marys
St. Marys City Hall
418 Osborne Street
St. Marys, GA 31558

Re: St. Marys Airport, St. Marys, Georgia
Conditional Release of All Federal Airport Improvement Program Obligations

Dear Mayor Morrissey:

The Federal Aviation Administration (FAA) has completed its review of the actions taken by the city of St. Marys, Georgia, to initiate the release of all Federal Airport Improvement Program (AIP) obligations associated with St. Marys Airport. Upon completion of the actions discussed under the FAA's response, the FAA hereby releases the city from its Federal AIP obligations and outlines the basis for the FAA's decision below:

1. Statutory Requirement

The National Defense Authorization Act for Fiscal Year 2017 (NDAA) (P.L. 114-328) requires the FAA to release the city from all restrictions, conditions, and limitations on the use, encumbrance, conveyance, and closure of the airport once:

- The Secretary of the Navy transfers funds, as specified in the law, to the Georgia Department of Transportation (GDOT) for developing a general aviation airport in Georgia;
- The city grants a restrictive use easement prohibiting future use of the real property that comprises the existing airport for all aviation-related purposes and any other purposes the Navy deems incompatible with the operations, functions, and missions of the Naval Submarine Base Kings Bay;
- The Secretary of the Navy obtains an appraisal to determine the fair market value of the real property that comprises the existing airport; and
- The FAA fulfills its obligations under the National Environmental Policy Act (NEPA) in connection with this release of airport grant obligations.

2. Release and Closure Process

The FAA supports airport development and preservation throughout the United States. The National Plan of Integrated Airport Systems identifies nearly 3,400 existing and proposed airports that are significant to national air transportation and thus eligible to receive Federal AIP grants. It also includes estimates of the amount of AIP money needed to fund infrastructure development projects that will bring these airports up to current design standards and add capacity to congested airports. Title 49 United States Code (U.S.C.), § 47101, *et seq.*, provides for Federal airport financial assistance for developing public use airports under the AIP established by the Airport and Airway Improvement Act of 1982 (AAIA), as amended. The statute sets forth assurances to which an airport sponsor agrees as a condition precedent for the receipt of Federal finance assistance.

Upon acceptance of an AIP grant, the assurances become a binding obligation between the airport sponsor and the Federal Government. In accepting Federal financial assistance, the city has agreed to specific Federal obligations, including the commitment to keep the airport open and make it available for public use as an airport. Since the airport land was acquired without Federal financial assistance, there are no obligations running with the land.

The FAA considers each request to close an entire airport on a case-by-case basis. The FAA's consideration of such a request is based on the applicable Federal obligations associated with the airport, the demonstrated benefits to civil aviation, and any additional statutory requirements that may compel the FAA to act upon the request. The FAA's decision to grant or deny a closure request is informed by the statutes, regulations, and the FAA policies applicable to the specific types of agreement involved. The FAA's review and decision follow the guidance contained in chapter 22 of FAA Order 5190.6B, FAA Airport Compliance Manual. In most cases where a request to close an airport has been granted by the FAA, that transaction has included the development of a replacement airport of equal or greater value to the local and national aviation systems.

In this specific case, the NDAA requires the FAA to release the city from all Federal obligations once specified actions are completed. The Secretary of the Navy, the FAA, the State of Georgia (acting through GDOT), and the city have been working cooperatively to comply with the NDAA. The mutual agreement of the parties was memorialized in an Inter-Governmental Agreement.

3. Background on Airport

The city owns St. Marys Airport. This nontowered, general aviation airport consists of approximately 285 acres and includes 15 based aircraft.¹ The airport property is located in Camden County, Georgia, in the vicinity of the Naval Submarine Base Kings Bay.

¹ Land survey records for St. Marys Airport on file in the Atlanta Airports District Office indicate that approximately 177 acres of airport property was disposed of prior to 1976. The disposal occurred prior to the city's acceptance of Federal aid for airport development under the Airport and Airway Development Act of 1970 (ADAP).

In 1943, the United States Government entered into a lease for the sole and exclusive use, control, and jurisdiction of the airport, which then consisted of 462 acres.² Per the city's resolution authorizing execution of the lease with the United States Government, the city held good title to the subject property. On October 9, 1945, the lease was amended to establish joint Federal Government and municipal use of the airport. On October 24, 1952, the United States Government canceled the lease; the cancellation includes no obligations running with the land.³

After the terrorist attacks of September 11, 2001, the airport was closed for approximately 2 months. During that time, the Secretary of the Navy encouraged the city to seek permanent closure of the airport. Prior to reopening the airport, the FAA, in consultation with the Secretary of the Navy, established flight restrictions around the Naval Submarine Base Kings Bay and altered the airport's flight procedures to direct pilots away from the restricted airspace. Since 2001, the city considered different options regarding the future of the airport. However, various efforts to plan and fund an airport to replace the existing airport have not resulted in consensus.

Subsequent to the enactment of the NDAA, the city advised the FAA of its intent to permanently close the airport on July 14, 2017.

4. Federal Investment and Obligations

All obligations, with the exception of exclusive rights associated with a 1981 grant issued under the ADAP, expired in 2001.⁴ The ADAP obligation related to exclusive rights continues as long as the airport is operated as an airport.⁵ Since 2002, the city has received a total of \$1,394,787 in AIP grants.

² See footnote 1.

³ Federal funding assistance was provided to local governments in the late 1930s and early 1940s as an incentive to construct and pave airport facilities that would be leased by the military for flight training. FAA Order 5190.6B, FAA Airport Compliance Manual, section 3.18, explains that after considering the types of improvements, design standards, construction methods, and normal deterioration, the FAA administratively determined that the useful life of all improvements on airports subject to AP-4 land agreements has expired. Termination of an AP-4 land agreement relieved the airport sponsor only of the contractual Federal obligations imposed in the agreement. However, the airport sponsor remains subject to the exclusive rights prohibition for as long as the airport is operated as an airport.

⁴ ADAP Project No. 5-13-0103-01 provided \$60,000 for installing medium intensity runway lights, a lighted wind cone, and segmented circle.

⁵ Grants issued under the AIP pursuant to AAIA, as amended, contain the same obligation regarding exclusive rights. [See title 49 U.S.C., § 47101, *et seq.*]

Year⁶	Purpose	Amount	Unamortized Amount
1982	Medium Intensity Runway Lights	\$ 60,000	\$ 0
2001	Overlay Runway 4/22	92,000	0
2002	Acquire Easement for Approaches	54,200	0
2002	Remove Obstructions	37,800	0
2004	Conduct Airport Master Plan Study	197,498	0
2005	Conduct Environmental Study	295,925	0
2006	Environmental Assessment	25,842	0
2008	Site Selection Reevaluation	38,760	3,876
2009	Property Appraisals	42,750	8,550
2010	Environmental Surveys – New Airport	26,264	7,879
2010	Install Medium Intensity Taxiway Lights and Medium Intensity Runway Lights; Remove Obstructions	368,291	110,487
2014	Crack Seal and Remark Field	155,457	0
Total		\$1,394,787	\$130,792

5. Disposal and Future Airport Development

Per the requirements of the NDAA, the Secretary of the Navy has retained a qualified appraiser to determine the fair market value of the airport property. The FAA has determined that the appraisal meets all Federal requirements applicable to the acquisition and disposals of real property interests of the United States. The FAA accepts the conclusion of value of \$5,043,000.00 from the appraisal report dated June 6, 2017.

Future plans to redevelop or reuse the airport property will be subject to a restrictive use easement granted by the city to the United States Government. The easement, which must be acceptable to the Secretary of the Navy, will prohibit all aviation-related purposes and any other purposes the Navy deems incompatible with the operations, functions, and missions of the Naval Submarine Base Kings Bay.

Future plans to redevelop or reuse the airport property may be subject to additional environmental review by the relevant agencies.

The FAA and GDOT intend to engage in efforts to develop a new general aviation airport in Georgia. The consideration of any potential airport sites in southeast Georgia will be coordinated with the Secretary of the Navy.

Any environmental review associated with the planning and development of a new general aviation airport in Georgia will be conducted through a separate environmental review

⁶ On October 15, 2008, the FAA accepted the State of Georgia into the FAA Block Grant Program. After this date, the GDOT administered all AIP grants for St. Marys Airport.

process. Per the NDAA, this separate environmental review process will not be deemed connected to the closure and release of St. Marys Airport.

The following funds will be made available by the Secretary of the Navy for planning and developing a new general aviation airport in Georgia:

- The fair market value of the airport property established on June 6, 2017, is \$5,043,000.00.
- An amount equal to the unamortized portion of any AIP grants provided to the city to assist in developing the airport. This amount is \$130,792.00.
- An amount equal to the airport revenues for St. Marys Airport on December 23, 2016, and otherwise due to, or received by, the city through July 14, 2017, or the date upon which the airport is closed.

The Secretary of the Navy will provide these amounts on the day that all parties bound by the Intergovernmental Agreement fulfill their respective obligations.

6. Public Notice

On February 27, 2017, the city advised the FAA of its intent to permanently close St. Marys Airport on July 14, 2017. The FAA determined that the city complied with its requirements under title 49 U.S.C., § 46319(a). Pursuant to title 49 U.S.C., § 46319(b), the FAA published a notice of this permanent airport closure in the Federal Register on April 5, 2017.

7. Environmental Findings

The GDOT, in accordance with FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, and FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, determined that the proposed release of all Federal AIP obligations associated with the airport does not individually or cumulatively have a significant effect on the human environment. The GDOT documented its categorical exclusion (CATEX) on January 31, 2017. The FAA's Atlanta Airports District Office reviewed and certified that no further NEPA review is required on March 13, 2017.

FAA Response

Based on the facts presented herein and the statutes, regulations, FAA policies, and obligations applicable to the St. Marys Airport, the FAA is documenting its decision to release the city of St. Marys, Georgia, from all restrictions, conditions, and limitations on the use, encumbrance, conveyance, and closure of the airport. As a condition to granting the release, the city must take the following actions prior to permanent closure of the airport, which will be verified by the Atlanta Airports District Office:

1. Take all reasonable actions to ensure all airworthy aircraft are removed from the airport prior to permanent closure of the airport;

2. Grant a restrictive use easement to the United States Government, the form and content, which has been deemed acceptable to the Secretary of the Navy;
3. Issue any Notice to Airmen that may be needed to facilitate the airport closure, as agreed upon and approved by the Atlanta Airports District Office; and
4. Complete the physical closure of the airport in accordance with FAA Advisory Circular 150/5340-1L, Standards for Airport Markings, § 5.6 - Marking and lighting of permanently closed runways and taxiways.

Upon verification of the actions listed above, the Atlanta Airports District Office shall provide notice of release to all parties bound by the Inter-Governmental Agreement between the Secretary of the Navy, the FAA, the State of Georgia (acting through GDOT), and the city.

Should you have any questions or need additional information, please contact Mr. Larry Clark, Manager, Atlanta Airports District Office, at (404) 305-6799.

Sincerely,



Winsome A. Lenfert
Acting Associate Administrator
for Airports

cc: Kevin C. Willis, Director, Office of Airport Compliance and Management Analysis
Elliott Black, Director, Office of Airport Planning and Programming
Steven E. Hicks, Director, Southern Regional Airports Division
Larry Clark, Manager, Atlanta Airports District Office
Carol Comer, Director, Intermodal Division, Georgia Department of Transportation
Kisa D. Pangburn, Transportation Counsel, Georgia Department of Transportation
Commanding Officer, NAVFAC Southeast, Department of the Navy
Michael Fineman, Attorney, Airports and Environmental Law Division, Southern Region
John J. Holman, City Manager, City of St. Marys

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Agreement**”) is entered into as of _____, 2017 (the “**Effective Date**”), by and between the **CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY** (the “**Authority**”), a joint development authority and public body corporate and politic duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* (the “**Act**”), particularly O.C.G.A. § 36-62-5.1, and activated by resolutions of the governing bodies of Camden County, Georgia (the “**County**”), the City of St. Marys, Georgia (the “**City**”), the City of Kingsland, Georgia, and the City of Woodbine, Georgia, and **WILDLIFE DEFENSE SYSTEMS, INC.**, a Georgia corporation (the “**Company**”), each a “**Party**” and collectively the “**Parties**.” The **COUNTY**, the **CITY**, the **BOARD OF TAX ASSESSORS OF CAMDEN COUNTY** (the “**Board of Assessors**”) and the **TAX COMMISSIONER OF CAMDEN COUNTY** (the “**Tax Commissioner**”) are each executing an Acknowledgment hereof attached to this Agreement in order to acknowledge their respective agreements to the provisions hereof which are applicable to them, but they are not considered to be Parties.

1. THE PROJECT.

1.1. Description of the Project. The project (the “**Project**”) shall consist of (i) one or more buildings and related improvements located on the below-described Site (the “**Improvements**”), (ii) the Site described in Section 1.4 below, on which the Improvements are located, (iii) building fixtures and other building equipment (the “**Building Equipment**”), and (iv) production equipment (“**Production Equipment**”) for use by the Company in its manufacturing of green, non-lethal sound energy platforms for bird and nuisance animal control (the Building Equipment and Production Equipment are sometimes hereinafter referred to as the “**Equipment**”). The Project will be owned by the Authority and leased to the Company under the Bond Lease (defined below).

1.2. Total Project Costs. “**Total Project Costs**” include all reasonable costs, fees and expenses incurred before or after the Closing by the Company in connection with the Project and the issuance of the Project Bonds (defined below). The Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns) to the extent that proceeds of the Project Bonds are not available or are not sufficient to pay such costs.

1.3. Closing. As used herein, the “**Closing**” is the event at which the Project Bonds are issued and the other transactions contemplated herein are consummated. References herein to a “**Closing Condition**” are to the optional right of a party hereto, based on a Closing Condition, to exercise a right provided herein in its favor and to avoid the Closing and terminate this Agreement as provided in Sections 5.4 and 5.5, respectively, below. In connection with the issuance of the Project Bonds, the signatories hereto will also enter into an Economic Development Agreement (the “**EDA**”) to reflect any amendments hereto agreed to prior to Closing (or to reflect that there are no such amendments).

1.4. The Site. The Site is located at 1600 Osborne Road, St. Marys, Georgia 31558, and is more particularly described on Schedule 1.4 attached hereto and incorporated herein by reference. In connection with the issuance of the Project Bonds, the Authority will become the owner of the remainder of the Project as it then exists, which will be leased to the Company through the Bond Lease. The Bond Lease will provide that, at the closing of any conveyance pursuant to the purchase option provided for in Section 2.8, below, the Authority will, upon performance by the Company of its related obligations, deliver to the Company a Limited Warranty Deed and Bill of Sale or similar documents satisfactory to the Company which conveys to the Company all of its right, title, and interest in and to the property with respect to which such option was exercised (including, without limitation, the Site and the Equipment), subject to the following: (i) those liens and encumbrances (if any) to which such title in and to said property was subject when conveyed to the Authority; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented in writing; (iii) those liens, security interests and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained herein or in the Definitive Documents; and (iv) Permitted Exceptions other than the Definitive Documents.

1.5. Environmental Phase I. Reasonably prior to the Closing, the Company shall provide to the Authority, at the Company's expense, an environmental site assessment report (the "**Phase I Report**") that summarizes the results of an environmental site assessment (the "**Phase I Assessment**") of the Site. The Phase I Assessment shall have been conducted by an environmental engineering or consulting firm reasonably acceptable to the Authority and shall be dated less than 180 days prior to the Closing. In addition, the Phase I Report and the Phase I Assessment shall comply with ASTM International Designation E1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," as the same may be amended, modified or supplemented from time to time. The Phase I Report shall expressly authorize reliance on its contents, including its conclusions and any recommendations for further assessment, by both the Company and the Authority. If the Phase I Report contains a recommendation for further assessment, or if additional assessment or investigation is reasonably requested by the Authority, the Company shall, at its own expense, commission such further assessment (the "**Phase II Assessment**"). Any Phase II Assessment shall be performed by an environmental engineering or consulting firm reasonably acceptable to the Authority, be conducted and provided to the Authority less than 180 days prior to the Closing, and comply with ASTM International Designation E1903-11, "Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process," as the same may be amended, modified or supplemented from time to time (the "**ASTM Phase II Standard**"). Any report prepared to summarize the results of such Phase II Assessment shall be prepared in accordance with the ASTM Phase II Standard, be dated less than 180 days prior to the Closing, and expressly authorize both the Company and the Authority to equally rely on its contents, including its conclusions. The Authority's satisfaction with the Phase I Assessment and any Phase II Assessment conducted pursuant to this Section 1.5, together with the Authority's satisfaction with the environmental condition of the Site, shall be Closing Conditions in favor of the Authority.

1.6. Development of the Project.

1.6.1. Utilities. The Company shall be responsible for the Project being served by adequate water, sewer, natural gas, and telecommunications connections. The Company's ability to acquire governmental approvals or permits to allow for actual delivery of adequate water, sewer facilities, natural gas, telecommunications, or electricity by acceptable providers, and to obtain such utilities in quantities and at pressures which are acceptable to the Company in its sole discretion, shall each be a Closing Condition in favor of the Company.

1.6.2. Design. The Company shall be responsible for the design of the Improvements and the selection of the Equipment.

1.6.3. Construction, Generally. The Company will be responsible for the construction of the Improvements. Without limitation, the Company will select the contractor ("**Contractor**") for such construction and enter into an agreement, as principal and not as agent of the Authority, with the Contractor for the construction of the Improvements. The Improvements shall be constructed in compliance with applicable laws, including applicable zoning laws, building codes, environmental laws and other restrictions.

1.6.4. Acquisition and Installation of Equipment. The Company will be responsible for the acquisition and installation of the Equipment, including, without limitation, payment of the costs thereof. The Bond Lease will provide for the Company to convey title to the Equipment to the Authority from time to time by one or more bills of sale as the items of the Equipment are acquired and installed at the Site.

1.6.5. Permitted Exceptions. Without limitation, the Company shall keep the Project free and clear of all liens and encumbrances attributable to the Company, except for Permitted Exceptions, and shall in any event indemnify, hold harmless and defend the Authority, the County, the City and their respective officials, members, officers, employees and representatives from any claim, liability or loss arising out of or related to any such lien or encumbrance. The indemnity contained in this Section 1.6.5 shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement. As used herein, "**Permitted Exceptions**" shall be defined as the Definitive Documents (defined below), and any liens, encumbrances or exceptions contained on Schedule 1.4 hereto or otherwise specified in this Agreement as being acceptable, or defined as such in the Bond Lease, and shall include liens securing future debt financing related to the Project and purchase money security interests on Equipment which may be subsequently titled to the Authority.

1.7. Indemnity by the Company. The Company shall indemnify, hold harmless, and defend the Authority, the County, the City and their respective officials, members, officers, employees, and representatives from and against any and all loss, liabilities, and claims (including, without limitation, liens, and encumbrances resulting from construction and

installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Company or its vendors, contractors or subcontractors, agents, employees, or representatives, related to the Project; or (b) this transaction, including the Project Bonds or the issuance thereof, or the ownership or operation of the Project. The indemnity contained in this Section 1.7 shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement, but at Closing shall be superseded (provided, such supersession shall not affect any accrued liability hereunder) by the indemnities in the Definitive Documents.

1.8. Year 1. For all purposes of this Agreement, including, without limitation, any Schedules and “Exhibits” hereto, “**Year 1**” shall be 2018, and Years thereafter shall be numbered sequentially.

2. FINANCING OF THE PROJECT.

2.1. Project Bonds. In order to establish the bond-financed sale-leaseback structure that is necessary for the provision of certain of the incentives contemplated herein, including, without limitation, *ad valorem* property tax savings for the Project, the Authority will issue the Authority’s revenue bonds (the “**Project Bonds**”) to the Company. In connection therewith, the Authority will acquire legal title to the Project. The Bond Lease (defined below) and related nominal purchase option will evidence the Company’s beneficial ownership of the Project.

2.2. Maximum Principal Amount of Project Bonds. Without limitation, the principal amount of the Project Bonds shall in the aggregate accommodate Total Project Costs for the Project. Such accommodation shall be made through structuring the Project Bonds as draw-down bonds in an appropriate maximum principal amount, presently estimated at \$2.5 million.

2.3. Transaction Costs. Except as provided in Section 3.3 below, the Company shall be responsible for all transactional costs of the issuance of the Project Bonds and other matters related hereto, provided that such costs shall be subject to the Company’s approval, which shall not be unreasonably withheld. Subject to any applicable limits of federal tax law, cash proceeds of the Project Bonds, if any are available for such purpose, may be used to pay such costs or to reimburse the Company for transaction costs previously paid by it. Such transaction costs include, without limitation: (i) reasonable legal fees and disbursements of Bond Counsel related to the closing of the issuance of the Project Bonds and the preparation and distribution of this Agreement and of transcripts; (ii) the reasonable fees and disbursements of the Authority’s Issuer’s Counsel related to the transaction; (iii) the court costs relating to validation of the Project Bonds and recording and filing fees; and (iv) the Authority’s normal financing fee for the issuance of revenue bonds.

2.4. Tax Status of the Project Bonds. The interest on Project Bonds issued to the Company will not be exempt from federal income taxation. Whether or not the interest on any other series of the Project Bonds will be exempt from federal income taxation shall be as determined by the federal income tax law.

2.5. Roles of Counsel. The law firm of Seyfarth Shaw LLP, Atlanta, Georgia, Bond Counsel to the Authority, shall serve as Bond Counsel and as the Authority's Issuer's Counsel in connection with the issuance of the Project Bonds and this Agreement. Counsel for the Company shall be its in-house counsel or an outside law firm selected by the Company, and shall provide a customary legal opinion regarding the Company's organization, existence, and good standing, and the enforceability and due authorization, execution and delivery of the Definitive Documents.

2.6. Repayment of the Project Bonds. The Company shall be responsible for the payment of rent under the Bond Lease which shall be equal to the debt service payable under the Project Bonds. As such, the payment of rent under the Bond Lease and debt service under the Project Bonds shall be deemed a 'wash' transaction. Without limitation, the Project Bonds shall not be a general obligation of the Authority, but shall be a special and limited obligation payable solely from the payments received under the Bond Lease and other pledged security. Neither the Authority, the City, the County, the State of Georgia (the "**State**") nor any other public body shall have any obligation or liability for repayment of the Project Bonds.

2.7. The Bond Lease. The Authority and the Company shall enter into a lease (the "**Bond Lease**") at the Closing. Pursuant to the Bond Lease, the Authority will lease the Project to the Company. The Bond Lease shall contain terms and provisions substantially of the type normally included in bond leases between governmental "conduit" bond issuers and users of bond-financed property. The Bond Lease will be a triple net type lease.

2.8. Purchase Option. Subject to the bond purchase agreement related to the Project Bonds, the Authority, in the Bond Lease or by separate instrument, shall grant the Company the option to purchase the Project, to the extent that the Authority holds title thereto at the time, exercisable for (i) an option exercise price of \$10; (ii) plus any other amounts due to the Authority that must be paid at such time, including, without limitation, Recovery Payments (defined below) then due; and (iii) if all of the Project Bonds have not theretofore been retired, the Company shall cause all of the Project Bonds to be retired or cancelled. Payment of the amounts so required is a condition to the closing under such purchase option. In the event the Company exercises the purchase option, this Agreement shall remain in effect. In accordance with its normal practice, Bond Counsel will provide in the Definitive Documents for the Project Bonds to be secured by a pledge to the holder thereof of a security title to and a security interest in the Project, not including certain "**Unassigned Rights**" of the Authority which, in general, consist of the Authority's rights under this Agreement and all of the rights of the Authority, (i) to receive reimbursements and payments, (ii) to receive notices, (iii) under certain consensual and enforcement rights, and (iv) to be indemnified as provided in the Definitive Documents.

2.9. Definitive Documents. The term "**Definitive Documents**" means and includes the Project Bonds, the Bond Lease and related purchase option, the EDA, the above-mentioned bond purchase agreement, and any other related documents necessary to implement the transaction described herein. The Definitive Documents shall be prepared by Bond Counsel and shall be subject to the approval of the Authority, the Company and the purchaser of the Project Bonds, and the legal counsel thereof. The Parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents. It shall be a Closing Condition in

favor of each of the Company and the Authority that they reach an agreement on such terms and conditions.

2.10. Transfers.

2.10.1. Transfer of this Agreement. All rights and benefits of the Company under this Agreement and under the Authority's resolution authorizing this Agreement may be transferred and assigned by the Company, in whole or in part, to: (a) upon prior written notice to the Authority, any Affiliate of the Company, or (b) with the written approval of the Authority, which approval shall not unreasonably be withheld, conditioned or delayed, to any one or more persons or entities which propose to acquire the Project, in either case with the same effect as if such Affiliate or such persons or entities were named as the "Company" in this Agreement and in the Authority's resolution authorizing this Agreement. Unless otherwise agreed to in writing by the Authority, the assignment of the Company's rights shall not release the Company from its obligations for costs and indemnification and following any such assignment, the Company and such assignee shall be jointly and severally liable for costs and indemnification hereunder. As used herein, "**Affiliate**" means any person or entity (as used herein "entity" includes, without limitation, any public body) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a specified person or entity. As used herein, the term "control" of a person or entity means the possession, directly or indirectly, of the power: (A) to vote 10% or more of the voting securities of such person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such person or entity, or (B) to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

2.10.2. Transfer of the Project, the Bond Lease and the Other Definitive Documents. Except as expressly provided in this Section, the Company may not, without the prior written consent of the Authority, which may not unreasonably be withheld, conditioned or delayed: (a) transfer the Project; or (b) assign its interests and rights under the Bond Lease or other Definitive Documents or sublease any part of the Project. However, the Company may transfer or sublease the Project to an Affiliate of the Company or as otherwise may be provided in the Definitive Documents. The Company, as tenant, may, subject to approval by the Authority, as landlord, which may not unreasonably be withheld, conditioned or delayed, sublease the Project for a term which does not extend beyond the term of the Bond Lease minus one day, provided that the sublease is expressly subject and subordinate to the Bond Lease and that the Company is not released from its obligations under the Bond Lease. No transfer and assignment shall relieve the Company from primary liability for any of its obligations hereunder, and in the event of any such assignment, the Company shall continue to remain primarily liable for payment of the rent obligations under the Bond Lease and for the payment, performance, and observance of the other obligations and agreements on its part herein provided to be performed and observed by it.

3. INCENTIVES TO BE PROVIDED.

3.1. Purpose of Incentives. In order to induce the Company to locate the Project in the County, the following economic inducements will be provided for the Project by the Authority and other entities, as applicable.

3.2. Community Grants. Subject to all provisions of law, and to the terms and conditions provided below, the Authority agrees, through the lease structure related to the Project Bonds that is contemplated herein, to provide a grant for each new full-time job (as defined in Schedule 4.2 below) created at the Project (such funds, collectively, the “**Community Grants**”) during the Years 1 through 3 (the “**Job Creation Period**”). The total amounts paid as Community Grants pursuant to this Section shall not exceed \$390,000 in the aggregate. The amount of the Community Grant for each new full-time job shall be based on the hourly wage paid for such new full-time job as follows:

AMOUNT OF COMMUNITY GRANT	HOURLY WAGE
\$1,000	\$15.00 - \$20.99
\$2,000	\$21.00 - \$25.99
\$3,000	\$26.00 and above

Each new full-time job must be maintained for a period of two years before the Community Grant is awarded. The Community Grant for each new full-time job will be paid in arrears (i.e. after the new full-time job has been maintained for two years). The Community Grants for jobs created in Year 1 and maintained through Year 2 will be determined in Year 3. The Community Grants for jobs created in Year 2 and maintained through Year 3 will be determined in Year 4. The Community Grants for jobs created in Year 3 and maintained through Year 4 will be determined in Year 5. The foregoing notwithstanding, no Community Grant will be paid unless the cumulative number of new full-time jobs existing at the end of the second Year in the applicable determination period exceeds the cumulative number of new full-time jobs existing at the beginning of the first Year of such determination period. No later than February 1, of Years 3 through 5, the Company shall provide to the Authority a cumulative statement of such determinations and the data on which they were based (each, a “**Community Grant Report**”). The Community Grant Report shall also indicate the hourly wage for each job. The Authority shall provide the Community Grants on an annual basis for Years 3 through 5, if any grants are due in the given year, so long as the Bond Lease is in effect, within thirty (30) days of receiving the Community Grant Report. The intent of this provision is to make funds available to the Company through the Bond Lease in connection with the Authority's acquisition of the Project, and in addition to reimburse out of pocket disbursements, to be used, at the Company's election, to pay or reimburse costs relating to the Project that were not financed by the Project Bonds. All job determinations for Community Grant purposes shall use the methodology and definitions set forth on Schedule 4.2 hereof.

3.3. Legal Fees. The Authority agrees to pay up to \$50,000 for the legal fees incurred in connection with the items listed in clauses (i), (ii) and (iii) of Section 2.3, above. The amount so paid by the Authority hereunder shall reduce, on a dollar for dollar, and first dollar, basis, the amount of the Community Grant (up to \$25,000 per Year).

3.4. Military Zone Jobs Tax Credit. O.C.G.A. § 48-7-40.1(c)(2) provides a tax credit for each new full-time job created in a “Military Zone” designated by the Georgia Department of Community Affairs (“DCA”). Camden County census Tract 106.01 has been designated as a Military Zone for the calendar year 2017. This incentive, subject to applicable laws and regulations, shall include a tax credit (at present, at \$3,500 per job, plus an increase of \$500 per job related to the County’s participation in a joint county development authority) that may be applied against the Company’s Georgia income tax liability; provided, however, that where the amount of such credit exceeds the Company’s liability for such taxes in a taxable year, the excess may be taken as a credit against the Company’s payroll withholding taxes but not to exceed in any one taxable year \$3,500 per job when aggregated with the credit applied against income taxes. The foregoing is qualified by reference to the applicable statute and regulations and depends on the Company’s qualification for such tax credit and its compliance with all requirements, including, without limitation, timely filing of any necessary Notice of Intent (“NOI”) form with DCA.

3.5. Ad Valorem Tax Savings.

3.5.1. Basis for Savings. Under the Act, under which the Authority was created and exists, the Authority pays no tax on its interest in the property comprising the Project. The Parties agree that the Bond Lease shall be structured so that the Company’s leasehold interest in the Project, is a mere usufruct, or, as to personal property, a nontaxable bailment for hire, and not a taxable estate for years. Thus, while the Bond Lease is in effect, the Company shall pay no actual taxes on its leasehold interest in the Project. However, in order to prevent the taxing authorities from being deprived of revenues relating to the Project, during the period title thereto is in the Authority, the Company agrees that in consideration of the Bond Lease structure and other benefits, it shall make payments in lieu of taxes as provided on Schedule 3.5.1 attached hereto and incorporated herein by reference (the “**Savings Schedule**”). The Company shall pay normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority in connection with the issue of the Project Bonds.

3.5.2. Reversion to Normal Taxability. If the option to purchase the Project, to the extent it is owned by the Authority, is exercised upon termination of the Bond Lease or earlier, in whole or in part, or if the Bond Lease is otherwise terminated or expires, the Project will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property.

3.5.3. Procedures.

(a) In order to determine the amount of payments in lieu of taxes payable pursuant to this Agreement, at the time property tax returns are due in the County, the Company shall file a report with the Board of Assessors of the property comprising the Project, and its value, in the same format and in the same manner as a property tax return. The Company shall indicate on its reports those items that have been conveyed to the Authority and are part of the Project and subject to the provisions of this Agreement. The Board of Assessors shall determine the assessed value of the Project as though legal title to the same were held by the Company, and shall notify the Tax Commissioner thereof,

who shall calculate the amount of payments in lieu of taxes payable by the Company with respect thereto pursuant to this Agreement, and shall invoice the Company therefor, with copy to the Authority. Such public bodies shall coordinate such procedures with general procedures applicable to the payment of normal property taxes, such that, for example, the Tax Commissioner shall mail such invoice at the time tax bills are mailed for the relevant tax year. Likewise, the Company shall pay by separate check (or other acceptable form of payment) to the Tax Commissioner, on or before the date set for the payment of *ad valorem* property taxes in the County generally, an amount equal to the payment in lieu of taxes due for such year as so calculated.

(b) Should the Company fail to make payments in lieu of taxes required by this Agreement at the times and in the manner provided for in this Agreement, the Company shall be obligated to pay to the Tax Commissioner, in addition to such payment in lieu of taxes, an amount that shall be equal to the penalties and interest that would be assessed against the Company if such payment in lieu of taxes were delinquent *ad valorem* taxes. The Tax Commissioner shall notify the Company of any such penalties and interest, with copy to the Authority. The Board of Assessors and the Tax Commissioner shall have all of the rights and remedies related to payments in lieu of taxes, interest and penalties, as they would have in the case of delinquent *ad valorem* taxes. Moreover, the Company agrees upon request of the Board of Assessors or the Tax Commissioner to grant any security lien or security interest necessary such that the taxing authorities have the equivalent of tax liens for such purposes, subordinate to any prior security titles or security interests permitted elsewhere herein, provided that such subordinate lien or security interest is allowed by the terms of the instruments governing such prior security titles or security interests. Likewise, the Company shall have all of the same rights and remedies as it would have in the case of a dispute over *ad valorem* property taxes, including, without limitation, the right to dispute the valuation used by the Board of Assessors. The obligation to make payments in lieu of taxes, and any related interest and penalties, shall be obligations to the Tax Commissioner, who upon receipt shall disburse them (except to the State) as though they were payments of normal taxes, or any related interest and penalties, as appropriate. The payments in lieu of taxes that relate to the State shall be disbursed to the Authority and used for its lawful purposes.

3.5.4. Board of Assessors. The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes shall be the obligation and responsibility of the Board of Assessors (and not of the Authority, the County or the City). By its Acknowledgement, the Board of Assessors is joining in this Agreement to acknowledge that this Agreement is consistent with applicable requirements and that the Board of Assessors intends and agrees to classify, for taxation purposes, the Company's interest in the Project under the Bond Lease as contemplated in this Agreement. The City and the County agree to such provisions, and agree that the Board of Assessors shall comply with the foregoing.

3.6. Foreign Trade Zone. The Authority agrees to assist the Company in obtaining Foreign-Trade Zone designation for the Site, which will provide general-purpose zone status and manufacturing authority on behalf of the Project. The County agrees to comply with the Foreign-Trade Zone Act of June 18, 1934 (19 U.S.C.A. Section 81(a) *et seq.*), as amended, and any

regulations, rules, and policies promulgated thereunder, in any preparation, development or maintenance services provided by them, in accordance with this Agreement. As used herein, “Foreign-Trade Zone” means zones for specialized purposes or sub-zones in areas separate from existing foreign trade zones for one or more of the specialized purposes of storing, manipulating, manufacturing, or exhibiting goods when the Board of the Foreign-Trade Zone finds that existing or authorized zones will not serve adequately the convenience of commerce with respect to the proposed purposes. See 15 C.F.R. pt. 400 (1993). If the Company requests that the Authority assist the Company in obtaining assistance under this section and the Authority does so, there are no assurances that any such designation will be obtained.

3.7. Workforce Training. The Authority agrees to assist the Company in obtaining training assistance from the Georgia Department of Economic Development’s Workforce Division and the WorkSource Georgia - Coastal Division. This incentive is subject to applicable laws and regulations. If the Company requests that the Authority assist the Company in obtaining assistance under this section and the Authority does so, there are no assurances that any such assistance will be obtained.

3.8. Georgia Tech Lean Consortium and Facilitech. Through the Bond Lease, the Authority agrees to coordinate with the Georgia Institute of Technology to provide the Company with a 2017 membership in the Georgia Tech Lean Consortium for manufacturers and two weeks of Facilitech industrial process analysis.

3.9. Intergovernmental Agreement. This Agreement shall also constitute an intergovernmental agreement under Georgia Constitution Art. IX, Sec. III, Para. I between and among the Authority, the City, and the County. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution, but shall expire earlier upon its complete performance. By the execution of their respective Acknowledgments hereof, the Board of Assessors and the Tax Commissioner hereby join in such intergovernmental agreement, and agree, each with each other and with the Authority, to all of the provisions hereof respectively applicable to them.

4. JOBS AND INVESTMENT GOALS.

4.1. Inducement. The Company agrees to locate the Project at the Site, provided that nothing herein contained shall obligate the Company to make any particular level of investment or create any particular level of jobs. Rather, the Company’s responsibilities regarding such matters shall be governed exclusively by the provisions hereof relating to Community Recovery Payments (provided for in Section 4.7 below). The Company’s agreement to locate the Project at the Site is based, in part, on the incentives being provided by the Authority in connection with the Bond Lease and the EDA. Such incentives are being provided to induce the Company to locate the Project at the Site, with attendant job creation and investment on the part of the Company, all of which constitutes valuable, non-cash consideration to the Authority and the citizens of the City, of the County and of the State. The parties acknowledge that the incentives provided for in this Agreement (the “**Incentives**”) serve a public purpose through the job creation and investment generation represented by the Project. The parties further acknowledge that the cost/benefit requirements applicable to the Authority in the course of providing the

Incentives dictate that some measure of recovery must be applied in the event that the anticipated jobs and investment do not for any reason fully materialize.

4.2. Jobs Goal. For the period prescribed as the Performance Period on the Goals Table (“**Goals Table**”) included on the “**Incentives Schedule**” attached as Schedule 4 hereto and incorporated herein by reference (such period, the “**Performance Period**”), the Company shall have the goal of providing not fewer than the number of new full-time jobs at the Project, specified on the Goals Table as the applicable Jobs Goal (the goal applicable in any particular year being the “**Jobs Goal**” for such year). For purposes of this Agreement, the number of new “full-time jobs” shall be defined, calculated and determined, from time to time, as provided on Schedule 4.2 attached hereto and incorporated herein by reference.

4.3. Jobs Shortfall Percentage. If, for any year in the Performance Period, the number of full-time jobs at the Project is less than the Jobs Goal that is applicable to such year, the actual number of such full-time jobs shall be subtracted from the applicable Jobs Goal to obtain the “**Jobs Shortfall**.” The number of jobs constituting the Jobs Shortfall shall be divided by the applicable Jobs Goal and converted to a percentage to determine the “**Jobs Shortfall Percentage**” for such year. If there is no such shortfall, then such Percentage shall be 0%.

4.4. Investment Goal. For purposes of this Agreement, the Company shall have a “**Investment Goal**” of its having invested in the Project in each year of the Performance Period the amount for such year specified on the Goals Table as the applicable Investment Goal (the goal applicable in any particular year, the “**Investment Goal**”). For purposes of the Investment Goal, the investment at the Project shall be calculated on a cumulative basis from the date hereof to the end of each year of the Performance Period, provided that the investments in the Project shall include the original costs and obligations incurred by the Company in acquiring the Site, the Improvements and the Equipment which are titled to the Authority pursuant to Section 1.4 above. Schedule 4.4 attached hereto and incorporated herein by reference provides rules that shall apply to satisfying the Investment Goal.

4.5. Investment Shortfall Percentage. If, for any year in the Performance Period, the cumulative amount of capital investment by the Company in the Project is less than the Investment Goal that is applicable to such year, the actual amount of such investment shall be subtracted from the applicable Investment Goal to obtain the “**Investment Shortfall**.” The amount of investment constituting the Investment Shortfall shall be divided by the applicable Investment Goal and converted to a percentage to determine the “**Investment Shortfall Percentage**.” If there is no such shortfall, then such Percentage shall be 0%.

4.6. Annual Report. On or before February 1 of each year following a year that is in the Performance Period, the Company shall provide to the Authority an Annual Report for the preceding calendar year which shall include a Jobs Report and an Investment Report, as described below. Each Annual Report shall be in substantially the form of Schedule 4.6 attached hereto and incorporated herein by reference, as revised for the matters being reported.

4.6.1. Jobs Report. The Jobs Report shall contain a statement as to the full-time jobs at the Site for the immediately preceding year (each, an “**Annual Report Year**”) using the methodology provided above, and shall provide such supporting extracts from

the Company's employment records (consistent with the privacy rights of its employees) as the Authority shall reasonably request.

4.6.2. Investment Report. The Community Investment Report shall contain a statement as to the Company's investment in the Project for the subject Annual Report Year, using the methodology prescribed herein.

4.6.3. Inspection Rights. No more often than once per year, the Authority and its agents shall be permitted to inspect employment and investment records of the Company, specifically related to the Project, to verify such information during normal business hours and upon reasonable notice. The Company may reasonably redact such records to protect the confidentiality of the Company, its employees or its customers.

4.6.4. Project Shortfall Percentages. The Annual Report shall calculate any Community Jobs Shortfall Percentage and any Community Investment Shortfall Percentage. The average of the Community Jobs Shortfall Percentage and the Community Investment Shortfall Percentage shall be the "**Project Shortfall Percentage**," which shall also be calculated and stated in the Annual Report.

4.7. Recovery Payments. If an Annual Report shows that, for the immediately preceding Annual Report Year, there is a Project Shortfall Percentage, then, the Company, in such Annual Report, shall calculate the amount of the "**Recovery Payments**," and shall pay the same, all pursuant to and as defined in the Incentives Schedule. If the Project Shortfall Percentage is 0% or less, there shall be no Recovery Payment due.

4.8. Failure to File Report and Make Required Payments. If the Company fails to pay any Recovery Payment when due, interest shall be paid by thereon at the rate of 1% per month (or such lesser rate as may be allowed by law) until paid. If there has been a failure which is not cured within 30 days following a written notice from the Authority that it be cured, the Authority shall be entitled to enforce its rights under this Section 4 and the Company shall indemnify the Authority for all costs of enforcement, including any court costs and reasonable and actual attorneys' fees and court costs.

5. TERMINATION OF AGREEMENT.

5.1. Delay. If, despite the good faith efforts of the parties, this Agreement and the Acknowledgements hereto are not fully executed by the Company and the Authority on or before 5:00 p.m., St. Marys, Georgia, time, on June 30, 2017, or the Closing has not occurred by 5:00 p.m., St. Marys, Georgia, time, on September 30, 2017, then the Authority or the Company may terminate this Agreement by written notice to the other Party, without any further liability except as otherwise expressly provided in this Agreement.

5.2. Approval by Governing Bodies. Upon its execution of this Agreement, each Party and each signatory of an Acknowledgment hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement or Acknowledgment.

5.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Parties, if:

5.3.1. Any other Party is in breach of this Agreement and fails to cure such breach within 30 days following such Party's receipt of written notice of such breach from the other Party.

5.3.2. There has been commenced or threatened against the Authority or the Company, or any Affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters. An uncontested validation proceeding for the Project Bonds shall not be considered a proceeding within the meaning of this Section.

5.4. The Authority's Termination Rights. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Company, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Authority shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Company, if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Authority has not been satisfied. If the Authority does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.5. The Company's Termination Rights. The Company shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Authority, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Authority, if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.6. Effect of Termination. If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

6. MISCELLANEOUS.

6.1. Notices. Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service or express mail (in each case for delivery on the next business day) addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service or the United States Postal Service:

If to the Authority: Camden County Joint Development Authority
531 N. Lee Street
Kingsland, Georgia 31548
Attn: Executive Director

with a copy to: Seyfarth Shaw LLP
1075 Peachtree Street NE – Suite 2500
Atlanta, Georgia 30309-3962
Attn: Daniel M. McRae

If to the Company: Wildlife Defense Systems, Inc.
1600 Osborne Road
St. Marys, Georgia 31558
Attn: Chief Executive Officer

6.2. Confidential Information. All confidential information acquired by the Authority, the City, the County, the Board of Assessors, or the Tax Commissioner relating to the Company, shall be held in confidence by them, subject to their legal obligations as public bodies, including, without limitation O.C.G.A. § 50-18-70, *et seq.* and § 50-14-1, *et seq.* The Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and, without limitation, shall not disclose such contents to competing communities or states.

6.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

6.4. Survival of MOU. This Agreement shall survive Closing and the expiration or termination of the Bond Lease, but may be superseded in whole or in part by the EDA to the extent that the EDA expressly so provides.

6.5. Governing Law; Jurisdiction and Venue. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the state's conflicts of law rules. The Company consents to jurisdiction over it and to venue in the County.

6.6. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the parties hereto.

6.7. Entire Agreement. This Agreement, together with the Definitive Documents (when executed), constitutes the entire agreement between the Parties with respect to the subject matter hereof.

6.8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.9. Counterparts; Electronic Transmittal. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the Parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be “written” and a “writing” for all purposes, and shall otherwise constitute an original document binding upon the transmitting party.

6.10. No Personal Liability of Representatives of Public Bodies. No official, member, director, officer, agent, or employee of the Authority, the County (including the members and staff of the Board of Assessors and the Tax Commissioner), or the City shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

6.11. No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

6.12. Effective Date. This Agreement shall not be effective until it has been fully executed by all Parties hereto.

6.13. Legal Compliance. The Company agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. § 50-36-1 relating, in part, to public benefits.

6.14. Consequential Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY PARTY OR ANY PERSON OR ENTITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding and caused it to be delivered as of the Effective Date.

The “Authority”:

**CAMDEN COUNTY JOINT
DEVELOPMENT AUTHORITY**

By: _____
Chairman

ATTEST:

Secretary

(AUTHORITY’S SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

The “Company”:

WILDLIFE DEFENSE SYSTEMS, INC.

By: _____
Name: _____
Title: _____

ATTEST:

_____(SEAL)
Name: _____
Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

The “County”:

CAMDEN COUNTY, GEORGIA

By: _____
Chairman, Board of County Commissioners

ATTEST:

Clerk, Board of County Commissioners

(COUNTY’S SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

The “City”:

CITY OF ST. MARYS, GEORGIA

By: _____
Mayor

ATTEST:

City Clerk

(CITY’S SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

The “Board of Assessors”:

**BOARD OF TAX ASSESSORS OF
CAMDEN COUNTY**

By: _____
Chairman

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to her.

The “Tax Commissioner”:

**TAX COMMISSIONER OF
CAMDEN COUNTY**

Name: Beth Soles

SCHEDULE 1.4

DESCRIPTION OF THE SITE

It shall be a Closing Condition in favor of each of the Parties that the Parties agree to the description of the Site and the Permitted Exceptions, such agreement not to be unreasonably withheld by either Party.

SCHEDULE 3.5.1

SAVINGS SCHEDULE

1. For each year in the table below, the Company will pay amounts equal to the corresponding payment percentage, set forth below, of the normal *ad valorem* property taxes that would be payable if legal title to the Project were vested in the Company, instead of the Authority on January 1 of such year. The corresponding savings percentage is 100% less the payment percentage. Such payments shall constitute payments in lieu of taxes.
2. The applicable payment percentages and savings percentages are as follows:

YEAR	SAVINGS PERCENTAGE	PAYMENT PERCENTAGE
1	50%	50%
2	50%	50%
3	50%	50%
4	50%	50%
5	50%	50%
6	50%	50%
7	50%	50%
8	50%	50%
9	50%	50%
10	50%	50%
11 and thereafter	0%	100%

3. The savings applies to all *ad valorem* property taxes (county, state and other) with respect to property comprising part of the Project titled to the Authority in connection with the issue of the Project Bonds, except that the Company shall make payments in lieu of normal property taxes thereof at the 100% payment percentage level, with respect to the Equipment and any other property not so titled to the Authority.

SCHEDULE 4

INCENTIVES SCHEDULE

1. The recovery value (“**Recovery Value**”) of each of the Incentives provided pursuant to the Sections of this Agreement identified below shall be as specified in the rows of the table set forth below (the “**Incentives Table**”), with any payments to be made as provided in this Incentives Schedule to the parties indicated as follows:

<u>INCENTIVES TABLE</u>				
SECTION	INCENTIVE	RECOVERY VALUE	RECOVERY FACTOR	RECOVERY PAID TO
3.5	Property Tax Savings on Project	Actual amount of <i>ad valorem</i> property taxes on Project saved each year	100%	Appropriate Taxing Authorities, Pro Rata in Proportion to Applicable Millage Rates

2. The Company shall make a payment with respect to each incentive listed in the Incentives Table above (each payment, a “**Recovery Payment**,” and collectively, the “**Recovery Payments**”) to the respective parties so specified based on the Recovery Value as so determined for each year included in the Performance Period in which a Project Shortfall Percentage is determined as provided in this Agreement, provided, that no Community Recovery Payment shall be required for any incentive whose Recovery Factor is 0%. If the Project Shortfall Percentage is 0% or less, there shall be no Community Recovery Payment due.
3. The jobs and investment goals applicable to the Company are set forth in the table (“**Community Goals Table**”) below:

<u>COMMUNITY GOALS TABLE</u>		
Performance Period	Community Jobs Goal	Community Investment Goal (<i>cumulative</i>)
Year 1-2	0	Year 1 - \$1,000,000 Year 2 - \$1,300,000
Year 3-10	The highest jobs level for which a Community Grant has been paid	\$1,500,000

4. For purposes of the Community Jobs Goal and the Community Investment Goal, “*force majeure*” means any unexpected event (including, without limitation, terrorist acts and the unavailability of qualified labor) which prevents or hinders a party from performing its obligations under this Agreement and which act or event is (i) beyond the reasonable control, and not arising out of the fault, of such party, and (ii) such party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, other than through unbudgeted expenditures of money. Notwithstanding the provisions of this Agreement set forth above, the Jobs Goal and the Investment Goal in any year are each subject to the effect of *force majeure* as provided below, if the Company certifies to the Authority in writing in the applicable Annual Report of the dates of the commencement and, if the event of *force majeure* has abated, the date of the abatement, of such event of *force majeure*. The effect of *force majeure* for such purposes shall be that for any year in which the Company is entitled to claim, and does claim, the benefit of such provision, the Company shall be considered in compliance with its Community Jobs Goal and Community Investment Goal, but the Performance Period shall be extended by another year, which shall immediately follow the *force majeure* year. The Company’s Community Jobs Goal and Community Investment Goal requirements shall resume as scheduled beginning with the extension year, and shall continue as scheduled through the same number of remaining years as would have applied if there had been no event of *force majeure*. The foregoing notwithstanding, (a) the provisions of paragraph 6, below, shall continue to apply, and (b)(1) the Company may not claim the benefit of *force majeure* more than twice, and (2) in no event shall *force majeure* excuse or postpone a payment obligation.
5. For each year for which a Project Shortfall Percentage is determined as provided in this Agreement, in order to determine the Community Recovery Payment for each incentive in the Incentives Table, such Project Shortfall Percentage shall be multiplied times the Recovery Value, the result shall be multiplied times the corresponding Recovery Factor, the result shall be the Community Recovery Payment, and the Company shall pay the amount thereof to the party or parties specified above simultaneously with its delivery of the Annual Report for the subject year as required by this Agreement.
6. (a) Each of the following shall be a “**Trigger Event**” hereunder:
 - (i) The expiration or termination of the Bond Lease prior to the end of the Performance Period, as and if extended because of *force majeure*, including, without limitation, expiration or termination in connection with the exercise of the purchase option provided for in Section 2.8 of this Agreement.
 - (ii) A “**Plant Closing**.” A Plant Closing is defined as the permanent or temporary shutdown of the Project, if the shutdown results in an “**employment loss**” during any 30-day period at the Project, affecting two-thirds of the full-time employees, excluding any part-time employees. The term “employment loss” means (1) an employment termination, other than a discharge for cause, voluntary departure, or retirement, (2) a layoff exceeding 6 months, or (3) a reduction in hours of work of individual employees of more than 50% during each month of any consecutive 6-month period. An employment action that results in the effective cessation of production of the work performed at the Project, even if a few employees remain,

is a shutdown. A “**temporary shutdown**” is a Trigger Event only if there are a sufficient number of terminations, layoffs exceeding six months, or reductions in hours of work as specified under the definition of “employment loss.”

- (iii) A “**Mass Layoff.**” The term Mass Layoff means a reduction in work force which first, is not the result of a Plant Closing, and second, results in an employment loss, as defined above, at the Project during any 30-day period for at least 33 percent of the active full-time employees, excluding part-time employees.
- (b) Upon the occurrence of a Trigger Event, the Payment Percentage provided in the Savings Schedule shall become 100% (and the Savings Percentage shall become 0%) for each subsequent Year following the Year in which such Trigger Event occurs, any provision hereof to the contrary notwithstanding. As a consequence, the Company shall not be entitled to receive any *ad valorem* property tax savings, and the Recovery Value with respect *ad valorem* property tax savings shall be zero, for each Year during and after the Performance Period following the Year in which such Trigger Event occurs.
- (c) As soon as reasonably possible prior to or immediately following the occurrence of a Trigger Event, the Company shall file with the Authority a special Annual Report that shall comply as appropriate with Section 4.6 of this Agreement and shall also calculate what the Community Recovery Payments will be for the Year in which the Trigger Event occurs. The Company shall pay the amount of the applicable Recovery Payment to the Authority promptly upon being invoiced therefor and shall pay all past due normal Recovery Payments that are in arrears. Any provision of this Agreement to the contrary notwithstanding, the Authority shall be under no obligation to perform under the purchase option provided for in Section 2.8 hereof until it has received payment of any normal Recovery Payments that are past due.

SCHEDULE 4.2

RULES FOR SATISFYING THE COMMUNITY JOBS GOAL

1. For purposes of this Agreement, the number of new “full-time jobs” shall be defined and determined, from time to time, as provided follows:
 - a) Only direct employees of the Company shall be counted.
 - b) In determining the number of full time jobs a portion of the definition of “full-time job” from the job tax credit regulations of the Georgia Department of Community Affairs, which portion is set forth below, shall be used, but shall be modified as follows: “In no event shall any temporary employee or leased employee be counted as occupying a full-time job, regardless of whether or not such person is employed by the Company or any other person or entity.”
 - c) Subject to such modification, “**full-time job**” means the following: “a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations, and with benefits provided to other regular employees of the local Company, but does not mean a job classified for federal tax purposes as an independent contractor.”
2. The number of full-time jobs shall be calculated as provided below.
 - a) The number of jobs shall be determined based on the monthly average number of full-time employees subject to Georgia income tax withholding for the taxable year.
 - b) The monthly average number of full-time employees in a taxable year shall be determined by the following method:
 - (i) for each month of the taxable year, count the total number of full-time employees of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;
 - (ii) add the monthly totals of full-time employees; and
 - (iii) divide the result by the number of months the business enterprise was in operation during the taxable year. Transferred jobs and replacement jobs may not be included in the monthly totals.

SCHEDULE 4.4

RULES FOR SATISFYING THE COMMUNITY INVESTMENT GOAL

1. Only capital investments in the Project by the Company shall be counted, except as provided in 4 below.
2. Original cost, without regard to depreciation, shall be used in calculating whether the Community Investment Goal is met, except as provided in 3, below.
3. Transferred equipment relocated by the Company to the Site to be used as part of the Project may be counted at net book value, or, if requested and substantiated by the Company to the Authority's satisfaction, and approved by the Authority, its fair market value.
4. Machinery and equipment leased to the Company under an operating lease (even though such property is not titled to the Authority and is not leased to the Company under the Bond Lease) and other machinery and equipment owned or beneficially owned by the Company but not leased to it under the Bond Lease, shall be counted.

SCHEDULE 4.6

FORM OF ANNUAL REPORT

[DATE]

[AUTHORITY]

Re: Memorandum of Understanding (“MOU”) and Economic Development Agreement (“EDA”) between the [AUTHORITY] (“Authority”) and [COMPANY] (“Company”) regarding the capital project located in [COUNTY], Georgia (the “Project”) – 20__ Annual Report

Dear _____:

This letter shall serve as the 20__ Annual Report, as required under the MOU and EDA.

1. Community Jobs Report

As of December 31, 20__, the total number of full-time jobs located at the Project, based on the monthly average number of full-time jobs, was _____. We have enclosed _____, as evidence of such job creation.

The Community Jobs Goal for _____ was _____ jobs. The Community Jobs Shortfall for the year _____ is _____ jobs. The Community Jobs Shortfall Percentage is _____% ($\frac{\text{____}}{\text{____}} \div \text{____}$).

2. Community Investment Report

As of December 31, 20__, the Company has invested \$_____ in the Project.

The Community Investment Goal for 20__ was \$_____. Therefore, the Community Investment Shortfall Percentage is _____%.

3. Community Recovery Payments

The Project Shortfall Percentage for 20__ is _____% ($\frac{\text{____\%} + \text{____\%}}{2}$). [IF A RECOVERY PAYMENT IS DUE, THAT PAYMENT SHOULD BE CALCULATED HERE BASED ON THE RECOVERY SCHEDULE IN THE MOU]

4. Conduit Debt Report.

In addition, the undersigned has completed and attached the form attached as Schedule 4.4-1 with respect to the Project Bonds (*i.e.*, “industrial revenue bonds” line). Note: This form will be replaced when DCA promulgates subsequent forms by the newest form which will be provided to the Company by the Authority.

5. GASB.

To facilitate compliance with GASB Standard 77, the amount of property tax savings pursuant to the MOU and EDA for the subject year was \$_____.

Please do not hesitate to let us know if you require any additional information.

Sincerely,

Enclosures

SCHEDULE 4.4-1
CONDUIT DEBT REPORT

(Attached)

DEBT OUTSTANDING, ISSUED, RETIRED DURING FISCAL YEAR					
PURPOSE OF DEBT	Dollar amount outstanding at beginning of fiscal year (a)	Dollar amount issued during fiscal year (b)	Dollar amount retired during fiscal year (c)	Dollar amount outstanding at end of fiscal year (d)	Dollar amount of interest paid paid during fiscal year (e)
Industrial revenue bonds	0	0	0	0	0
Total	0	0	0	0	0