



Council Meeting

AGENDA

Tuesday, May 14, 2019

6:00 PM

City Hall

I. CALL TO ORDER

1. Invocation
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
 - a. April 2, 2019 Council Minutes
 - b. April 9, 2019 Council Minutes
 - c. April 16, 2019 Planning Commission Minutes
 - d. April 23, 2019 Historic Preservation Commission Minutes
 - e. March 14, 2019 Downtown Development Authority Minutes
 - f. April 11, 2019 Downtown Development Authority Minutes
 - g. March 14, 2019 Conventions and Visitors Bureau Minutes
 - h. April 11, 2019 Conventions and Visitors Bureau Minutes
 - i. Transportation Alternative Program (TAP) Design, Engineering, and Construction Administration Services - Approval of Keck & Wood. (Recommended for Council approval by Public Works Committee May 7, 2019)

- [j.](#) Purchase - Water Materials for Stone Creek Subdivision - To purchase from Delta Municipal and Consolidated Pipe for a total of \$67,432.50. (Recommended for Council approval by Utilities Committee May 7, 2019)
- [k.](#) Approval - Full-Cost Connection Fee & Rate Study - To contract with Goodwyn, Mills & Cawood with the amount not to exceed \$17,500.00. (Recommended for Council approval by Utilities Committee May 7, 2019)
- [l.](#) Approval - Out of State Training for Police - To allow Officer Ryan Gee and K-9 Ciro to attend the Alabama Canine Law Enforcement Training Center in Northport, Alabama, June 9 - 14, 2019, for a total cost of \$740.00. (Recommended for Council approval by Public Safety Committee May 7, 2019)

II. PUBLIC PRESENTATIONS

- 1. Ending the Cycle

III. PUBLIC FORUM

- 1. Public Comments**
- 2. Public Hearing**

- [a.](#) Variance - 257 Boulevard

IV. NEW BUSINESS

- [1.](#) Variance - 257 Boulevard
- [2.](#) Approval - Intersection Changes
- [3.](#) Passive Park MOU - Athens Tech

V. ADJOURN TO EXECUTIVE SESSION

- 1. Real Estate Issue (s)

VI. ADJOURN

The Mayor and Council met for a called meeting.

Those Present:	John Howard	Mayor
	Wayne Adcock	Vice-Mayor
	Lee Malcom	Council Member
	Myoshia Crawford	Council Member
	Larry Bradley	Council Member
	Norman Garrett	Council Member
	Nathan Little	Council Member
	David Dickinson	Council Member
	Logan Propes	City Administrator
	Debbie Kirk	City Clerk
	Jesse Couch	City Attorney

Absent:	Ross Bradley	Council Member
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Staff Present:	Danny Smith, Jeremiah Still, Sam Treadwell, Jimmy White, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Darrell Stone, Patrick Kelley, Chris Bailey, Beverly Harrison	
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Visitors:	Andrew Kenneson, Les Russell, Arus Kinney, Lucas Kinney, Lawrence Quammen	
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I. CALL TO ORDER – JOHN HOWARD

1. Roll Call

Mayor Howard noted that Council Member Ross Bradley was absent. There was a quorum.

2. City Administrator Update

City Administrator Logan Propes stated the April Clean-up Campaign is getting kicked off Citywide. It will be broadened to last for the entire month of April instead of a week. Dumpsters will be placed in various locations around the City. There will be dumpsters located at Mathews Park, Peters Street, West Marable Street at the water tower, the area of Booth Drive and Oak Street at the old Carver School, Magnolia Street and Mears Street in front of the old Legion, 1101 South Madison across from the Quick Pick Food Mart, Towler Street at EC Kidd Park, Walker Drive at the service entrance near the creek, Childers Park in the parking lot near the library, and Hammond Park. He explained he had a ride-around with the Georgia Department of Transportation District Engineer to view the current projects and many of the future needs for the City. The Service Delivery Strategy is getting close to being a draft document that can be circulated to Council. This was discussed in more detail at the Walton County Municipal Association meeting last Thursday; there are a few more background documents for the City Managers to get in order. He stated they hope for the adoption by June, because the deadline is June 30.

Mayor Howard reminded everyone that April 27 is Community Clean-up Day, and he has requested for all of the Churches to get involved.

3. Central Services Update

Mr. Chris Bailey stated the Drive-thru and Police Department roof supplies have been ordered and shipments should start arriving soon. The bids will be in this week for the old City Hall building, the Public Works building, and the Art Guild. The Energy Newsletter is almost

complete, and they are working on a Government 101 Newsletter. It will be sent to all of the City employees to help everyone understand daily operations and processes. The planters should be in place within the next week and a half, and the DDA has approved them to be replanted. Hopefully, they will be done by May 1.

II. COMMITTEE INFORMATION

1. Finance

a. Monthly Finance Report

Ms. Beth Thompson presented the monthly Finance Report. She stated utilization should be at 17% as of February and all departments have been at or around that, so they are staying within budget. She has started meeting with the departments concerning their quarterly budgets and access to the In-Code Express software system. Ms. Thompsons explained they are waiting on final numbers from the auditors. She has started working on the CAFR, which she hopes to bring to Council in May or June.

2. Airport

a. Monthly Airport Report

Mr. Chris Bailey presented the monthly Airport Report. He stated the East Apron is open. The only thing remaining is a gutter at the end to stop the erosion running off the pavement which was installed. The West Apron needs additional excavation, which may happen at the end of May. He discussed the Georgia Department of Transportation Inspection Report from February 15. There were a few tree issues, a couple of grading issues, a storm drain cover needs to be lowered, and some markings that have faded. He explained the markings are going to be pressure washed next week.

3. Public Works

a. Monthly Solid Waste Report

Mr. Danny Smith presented the monthly Solid Waste Report. The Friday schedule will be extended again this month; the Transfer Station will stay open until 5:00 pm for the month of April. The hours will then be analyzed at the end of the month. He will be contacting vendors to discuss the repair of the concrete tipping floor. He explained the Citywide Clean-up dumpsters will have signs regarding the items which will be accepted.

b. Monthly Streets & Transportation Report

Mr. Jeremiah Still presented the monthly Streets & Transportation Report. He stated they have been putting out some new signs. The crews have been finishing up some sidewalk projects, utility cuts, and patching with hot mix. The right-of-way crews are mowing, picking up trash, and wrapping up leaf collection.

4. Utilities

a. Monthly Electric & Telecom Report

Mr. Brian Thompson presented the monthly Electric & Telecom Report. He explained the trees have been delivered for the North Broad Street Project, and the tree gators will be installed over the next few days. Construction has started on the 2nd Street Project, which will loop the power behind the Mill. He stated the poles have been set, and they will string the wire next week. MEAG has installed the new concrete poles on Spring Street, and the distribution design is being finalized to move the City's pole in line with the new poles. The new meter testing equipment is in service and has reduced the residential meter testing time from a week to three and a half minutes. The small commercial meter testing has been reduced from 30-minutes to five minutes. Mr. Thompson explained the telecom conduit was installed along with the power at Stone Creek. The PON Equipment has been installed and tested at the Water Tower; they are splicing the fibers to make that connection.

b. Monthly Water, Sewer, Gas, & Stormwater Report

Mr. Rodney Middlebrooks presented the monthly Water, Sewer, Gas, & Stormwater Report. He stated the gas lights at City Hall are finished, and the lanterns have been hung on the front of the building. The Ash Street gas main replacement has been completed. The interior and exterior renovation of the Norris Street Water Tank will start next Tuesday, so the tank will be out of commission for about three weeks. He explained there may be a small drop in pressure, but it should not be that noticeable. The air compressors were the only CIP purchase, with a budgeted amount of \$54,000.00. They were able to purchase used air compressors from United Rental for \$30,000.00. He stated they have moved into the new offices at the Water Treatment Plant, and started operations there yesterday.

5. Public Safety**a. Monthly Fire Report**

Fire Captain Jimmy White presented the monthly Fire Report. He stated Chief Owens and the other Senior Fire Officers are attending the Georgia Fire Chief's Conference this week. The Recruit Class is in progress and going well. He explained hydrant testing will begin in April and will be coordinated with the Water Department. Testing announcement dates will be made through local media and social media outlets.

b. Monthly Police Report

Police Captain Sam Treadwell presented the monthly Police Report. He stated they provided security for the Chocolate Walk and Carriage Rides. Lieutenant Brent Davis participated in Dancing with the Stars. They have implemented the Downtown Foot Beat, which has Officers walking downtown meeting the business owners.

Council and staff discussed the right-turn only from McDaniel Street onto South Broad Street and the new speed limit on South Broad Street. The 25 miles per hour speed limit was posted last week by the Georgia Department of Transportation for South Broad Street.

6. Planning & Code**a. Monthly Code Report**

Mr. Patrick Kelley presented the monthly Code Report. He stated Murphy Oil, the gas station in front of Walmart, has shut down and will be completely rebuilt into a convenience store with additional pumps. Silver Queen has their plans finalized for some revisions; they are getting started with their footings and sub-walls. The Main Street Apartment Complex is underway, and South on Broad is moving along.

7. Economic Development**a. Monthly Economic Development Report**

City Administrator Logan Propes presented the monthly Economic Development Report. He stated the New Marketing Brochure from Nextsite has been updated. The City of Monroe was asked to participate on a panel for the Georgia Planning Association Spring Conference in Decatur on March 27 regarding housing efforts through the GICH Program. The Events Mailers have been updated for 2019. He stated the Dock Dogs and Paws in the Park events will be on April 13 and 14. This will also be the debut event for the Town Green.

8. Parks**a. Monthly Parks Report**

Council Member Myoshia Crawford stated the Parks Committee does not have anything to report this month, but there will be information to report in June.

III. ITEMS OF DISCUSSION

- 1. **Rezone – 1600 East Church Street** (Darrell Stone informed the Council that the applicant had withdrawn his request for rezoning.)
- 2. **Appointment – Library Board**
- 3. **Appointment – Historic Preservation Commission**
- 4. **2nd Reading – Speed Zone Ordinance Amendment**

There was a general discussion on the above items. There was no action taken.

IV. ITEMS REQUIRING ACTION

1. **1st Reading – Zoning Ordinance Code Text Amendment #7**

Mr. Darrell Stone thanked Council for all their time during the Planning Retreat and the Special Work Committee. He also thanked Patrick Kelley and Logan Propes for all their insight; the project has been a team effort. He explained an Infill Overlay District (IOD) has been created, which is applicable to R1, R1A, R2, and MH. Also, Section 610 used to be R3 will now be coded as MH to be congruent with the Zoning Map. Mr. Stone discussed in detail the intent and purpose; applicability; lot dimension requirements, design specifications; roads and streets connectivity; and single, two-family, and multi-family dwellings for the IOD. He also discussed the Corridor Design Overlay District (CDO) and other modifications to the R1, R1A, R2, and MH Zonings. Mr. Stone highlighted the major impacts and explained the goal is to incentivize quality housing for everyone.

Council and staff discussed the Infill Overlay District, the Corridor Design Overlay District, and the R1A Moratorium which is expiring later this month.

City Administrator Logan Propes explained that the Infill Overlay District can be applied to certain qualifying properties, if the applicant applies for it.

City Attorney Jesse Couch presented the first reading of the ordinance.

V. ADJOURN

*Motion by Malcom, seconded by Crawford.
Passed Unanimously.*

MAYOR

CITY CLERK

The Mayor and Council met for their regular meeting.

Those Present:	John Howard	Mayor
	Wayne Adcock	Vice-Mayor
	Lee Malcom	Council Member
	Myoshia Crawford	Council Member
	Larry Bradley	Council Member
	Norman Garrett	Council Member
	Nathan Little	Council Member
	David Dickinson	Council Member
	Logan Propes	City Administrator
	Debbie Kirk	City Clerk
	Russell Preston	City Attorney
	Paul Rosenthal	City Attorney
	Jesse Couch	City Attorney

Absent:	Ross Bradley	Council Member
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Staff Present:	Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Beth Thompson, Rodney Middlebrooks, Darrell Stone, Chris Bailey, Beverly Harrison, Sadie Krawczyk
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Visitors:	Andrew Kenneson, Harold Patterson, Von Sieber, Tom Tittle, Pat Kamienski, Nancy Burgess, Lauren Gregory, Tyler Gregory, Julie McMunn, John Hopkins Jr, Bryan Harris, Joanne Harris, Stephen Butler, Michael Reese, Gloria Reese, B. Russell, Whit Holder, Fred Skinner, Kathy Bourgue, Lawrence Quammen, George Baker III, Walter Cox Jr, Suzanne Roberts, Betty Skinner, George Baker Jr, Jennifer Daniel
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I. CALL TO ORDER – JOHN HOWARD

1. Invocation

Pastor Stephen Butler with Bible Baptist Church gave the invocation.

2. Roll Call

Mayor Howard noted that Council Member Ross Bradley was absent. There was a quorum.

3. Approval of Agenda

To approve the agenda as presented.

*Motion by Malcom, seconded by Adcock.
Passed Unanimously*

4. Approval of Consent Agenda

- a. March 5, 2019 Council Minutes
- b. March 12, 2019 Council Minutes
- c. March 19, 2019 Planning Commission Minutes

To approve the consent agenda as presented.

*Motion by Dickinson, seconded by Little.
Passed Unanimously*

II. PUBLIC PRESENTATION

1. Proclamation – Child Abuse Prevention Month

Ms. Lauren Gregory, with A Child's Voice Child Advocacy Center, stated they are located in Social Circle and serve both Walton and Newton County. Their model is designed to reduce trauma for children from sexual abuse, physical abuse, and witness to abuse and homicide. A Child's Voice also exists to facilitate and support organizations and individuals whose efforts are directed toward abuse and prevention. She explained they are a nationally accredited non-profit organization funded by the generosity of public and private donors.

Mayor John Howard presented the Proclamation for Child Abuse Prevention Month.

No Action.

III. PUBLIC FORUM

1. Public Comments

Mr. Harold Patterson, of 957 Masters Drive, stated that the Walton County Veterans Memorial Park needs some signs now that it has been dedicated. He feels it would be in everyone's interest if there were signs identifying how to get to the park, and questioned how to get that started. He also questioned the status of the new chain grocery store and development.

Mr. Tom Tittle, with the United States Pickleball Association, discussed the benefits that pickleball would provide to the City. He presented proposals for converting the tennis courts at Hammond Park into pickleball courts. He explained the sport started on the West Coast, but is now played worldwide. It can be played by everyone from retirees to baby boomers. Their club started with four people about a year and a half ago, and they now have 75 players. He requested Council to keep their club in the recreational department plans. They are currently using the Boys and Girls Club to play. Mr. Tittle discussed the money their club has raised. They have \$10,000 in an escrow account to go towards the cost of converting the courts for pickleball. He explained they applied to the Walton County Health Foundation for a grant, but were denied. They plan to resubmit the grant application each year.

Mr. Pat Kamienski, of 824 Fairway Drive, stated his support of the pickleball courts. He discussed the benefits of the game and explained it is a game for all ages. He is almost 72 and has been playing for over a year, and his granddaughter started playing at 12. It would be wonderful to have it outside at Hammond Park where they would have flexibility, instead of having to play at a designated time.

2. Public Hearing

a. Zoning Ordinance Code Text Amendment #7

Mr. Darrell Stone explained the Zoning Ordinance text amendments for the Infill Overlay District (IOD) and other affected zoning sections. The amendments will provide for and encourage infill development, which will incentivize building high-quality homes at higher densities in parcels in and around the City Center. This will allow aesthetic controls to ensure the desired development pattern and quality, while allowing for affordability and sustainable development. He explained there are other updates to the R1, R1A, R2, and MH zoning ordinance sections as well, that amend setbacks, square footages, materials, and other design and site specifications.

Council Member Larry Bradley requested Mr. Stone to summarize what these amendments will accomplish.

Mr. Stone stated the amendments are applicable to the current zonings of R1, R1A, R2, and MH. Parcels zoned R1A that are three acres or less will be able to do the infill, which will allow up to 10 units per acre. It is designed for areas close to the Central Business District Downtown to encourage in-town living and walkability. The IOD will be extended to the R2 and MH Zonings. He explained the goal is to provide quality housing for everyone.

The Mayor declared the meeting open for the purpose of public input.

Mr. Vonn Sieber, of 2362 Hillside Trace, questioned 10 homes being allowed on one acre. He also questioned how much quality could be put into a 1,300 square foot home. It seems like it would be a whole lot of congestion and seems excessive.

Mr. Stone explained 10 homes would be the ultimate amount if all of the geometry lined up, essentially a 4,000 square foot lot. He referred to the houses next to the NAPA Auto Parts as an example. The minimum square footage would be 1,300, but the market will dictate the house size. He explained that sustainable quality references the materials used, such as hardy plank siding, brick, and stone.

Council Member Lee Malcom stated the quantity would depend on the topography of the land and the frontage. There are lots of different things which must be considered.

City Administrator Logan Propes clarified that it is an Overlay District, which would not apply to the entire City. It would be up to the Planning & Zoning Commission and Council to make recommendations on the applicability for certain sections of the City.

Council Member Norman Garrett questioned the fact of Council being allowed to pick and choose who gets approved. He also questioned houses being 1,300 square feet and apartments being 1,200 square feet.

Mr. Propes explained that is how a rezoning generally works if it applies and meets the parameters of the text amendments.

Mr. Stone stated 1,300 is the minimum square footage allowed.

Mayor, Council, and staff further discussed setbacks, minimum and maximum square footages for different zoning classifications, the steps taken in rewriting the ordinance, and the team involved with the process.

There were no other public comments; Mayor Howard declared that portion of the meeting closed.

No Action.

IV. NEW BUSINESS

1. Appointment – Library Board

To appoint Hope Reese to fill the unexpired term of Carolyn Yates and for the upcoming six (6) year term to expire July 1, 2025.

*Motion by Dickinson, seconded by Adcock.
Passed Unanimously.*

2. Appointment – Historic Preservation Commission

To reappoint Mitch Alligood to a three (3) year term to expire May 1, 2022.

*Motion by L. Bradley, seconded by Little.
Passed Unanimously.*

3. 2nd Reading – Speed Zone Ordinance Amendment

City Attorney Jesse Couch gave the second reading of the ordinance to amend the speed zone ordinance.

To adopt the ordinance as presented.

*Motion by Adcock, seconded by Malcom.
Passed Unanimously.*

4. 2nd Reading – Zoning Ordinance Code Text Amendment #7

City Attorney Jesse Couch gave the second reading of the ordinance to amend the Official Zoning Ordinance with Amendment #7 by implementing text amendments and changes identified in Exhibit A. The following Sections are hereby amended by deleting said Sections in their entirety and substituting the following in lieu thereof:

Section 300, Table 1-Districts; Section 610.3 Residential Land Use Regulations; Section 640 Overlay Districts; Section 643.3 Boundaries of the Corridor; Section 645 Infill Overlay District; Section 645.1 Intent and Purpose; Section 645.2 Applicability; Section 645.3 Permitted Uses; Section 645.4 Density; Open Space; Set Back; Parking Requirements; Table 9-Infill Overlay District Dimensional Requirements; Section 645.5 Dwelling Unit Size; Dwelling Unit Design; Site Design Elements; Section 645.6 Design Specifications; Section 645.7 Roads and Streets Connectivity; Section 645.8 Homeowner Association; Section 700.1 R1, R1A, R2, MH Dimensional Requirements, Section 700.1: Table 11-Residential Zoning District Dimensional Requirements; Notes for Table 11, Section 700.1; Article IX: Building Design; Section 900 General; Section 910 Residential Building Design Standards; Section 910.1 Single and Two Family Dwellings; and, Section 910.2 Multi Family Dwellings.

To adopt the Zoning Ordinance Code Text Amendment #7 as presented.

*Motion by Dickinson, seconded by L. Bradley.
Voting no Garrett.
Passed 6-1.*

V. ADJOURN

*Motion by Malcom, seconded by Adcock.
Passed Unanimously.*

MAYOR

CITY CLERK

**MONROE PLANNING COMMISSION
MINUTES
April 16, 2019**

Present: Mike Eckles, Rosalind Parks, Randy Camp, Kyle Harrison

Absent: David Butler

Staff: Debbie Adkinson – Code Dept Assistant
Darrell Stone – Director of Planning and Development
Logan Propes – City Administrator

Visitors: Rick Holder, Vicki Tuttle, Donald Jackson, Lee Rowell, Blake Leznote, Jerry Cole, Whit Holder Gabel Holer

CALL TO ORDER –CHAIRMAN MIKE ECKLES at 5:30 pm

Chairman Eckles asked for any changes, corrections or additions to the March 19, 2019 minutes. Hearing none he entertained a motion. Camp made a motion to approve. Parks seconded. Motion carried. Minutes approved.

Code Officer Report: None

Public Hearing open 5:31 pm

The first item of business: is for petition # VAR-2-2019 for a variance at 257 Boulevard. The applicant is Rick Holder. The request is for a variance of sect 700 table 11 of the City of Monroe Zoning Ordinance.

Chairman Eckles asked for a recommendation from Code.
Darrell Stone read the recommendation to deny the variance.

Chairman Eckles asked for a representative to speak for the request.
Chairman Eckles then asked if there were anyone opposed to the request?
There were none.

Rick Holder, Owner of the property spoke to the request. He stated he would like to move the house at 211 Boulevard to a lot at 257 Boulevard that now has an existing structure on it. He discussed the idea in depth with the Code Office. He stated the Code Office had been very good to him and had written a letter explaining he was free to ask for a variance if it is for the public good. He feels this move would be due to the property at 211 being transformed into a playground for the community. This would also restore and keep a historic structure. The two lots at 257 Boulevard are both lots of record.

Camp: Do I understand that the Methodist Church will be placing a public playground on the lot at 211 Boulevard if the house is removed?

Holder: Correct.

Harrison: have you looked at moving the house down on the other lot to come off of Barrett Street as opposed to facing Boulevard?

Holder: Yes, it has been considered but I don't own any road frontage past the end of the existing structure. He requested the owner to sell him the land and she wouldn't.

Camp asked what the Methodist Church do if the house wasn't moved.

Jerry Cole Chairman of the trustees at the church spoke for the church. He stated the long-range plan when they bought the houses was to expand. They would like to continue to be a vital part of the downtown area.

Chairman Eckles asked if anyone else would like to speak either for or against the request.

There was none.

Chairman Eckles entertained a motion.
public hearing at 5:51 pm.

After more discussion.

Motion made by Camp to approve.
Seconded by Harrison
Motion Carried with 2 yeas and 1 nay
Recommended to Council for Approval

Public Hearing opened at 5:52 pm

The seconded item of business: is for petition # VAR-1-2019 is for a Zoning Variance f set 700.1 Table 11 of the City of Monroe Zoning Ordinance. The location for this variance is at 1415 E Church Street. The applicant is Terrastone Development.

Chairman Eckles asked if there is a representative to speak to this request.

Chairman Eckles asked if there is anyone to speak opposed to the request?

Steve Lee with Terrastone Development spoke to the request. He asked that the request be tabled until the next available meeting while he works with the Code office toward something more fitting to the Zoning Code.

Public Hearing closed at 5:58 pm

Chairman Eckles entertained a motion.

Motion to table until May 21, 2019 meeting made by
Harrison Seconded by Camp
Motion Carried.

Old Business: none
New Business: none

Chairman Eckles entertained a motion to adjourn.

Motion to adjourn Parks Seconded Harrison
Motion Carried – Meeting adjourned at 5:59 pm

Historic Preservation Commission
Meeting Minutes
April 23, 2019

Present: Mitch Alligood
Crista Carrell
Fay Brassie

Absent: Susan Brown
Marc Hammes

Staff: Patrick Kelley, Director of Code & Development
Debbie Adkinson, Code Department Administrative Assistant
Darrell Stone, Director of Planning & Development

Visitors: Glen Drother, Scott Cochran, Gail Cochran

Meeting called to order at 6:00 P.M.

Chairman Alligood entertained a motion for approval of the minutes from February 26, 2019. Carrell made a motion to approve. Brassie seconded. Motion Carried. Minutes approved.

The first item of business is an application for COA for petition # HP-4-2019 at 701 Davis Street for exterior renovation.

Glen Drother, owner, spoke to the request. The goal is to do a similar project as done at 535 Lawrence Street. He will be changing the roof line on the rear of the house and replace siding. Everything else will stay as true as possible it's existing. All architectural features below the roof, front porch preserved and brought back to the original beauty.

Chairman Alligood asked for any questions from the board.

Drother stated they plan to replace all the windows and change the size of a couple on the back and side of the house.

Chairman Alligood: Are you keeping the windows over the doors?

Drother: yes

After more discussion Chairman Alligood asked for any comments from the public.

None

Chairman Alligood entertained a motion. Carrell made a motion to approve as presented. Brassie seconded. Motion Carried. COA granted.

Old Business: None

New Business: None

Chairman Alligood entertained a motion to adjourn. Carrell moved to adjourn. Brassie seconded. Meeting Adjourned at 6:07 pm



Downtown Development Authority

MINUTES

Thursday, March 14, 2019

8:00 AM

City Hall

ROLL CALL

PRESENT

Chairman Lisa Anderson
Vice Chair Meredith Malcom
Board Member Whit Holder
Board Member Wesley Sisk
Board Member Charles Sanders
City Council Representative Ross Bradley

ABSENT

Secretary Andrea Gray
Board Member Mike Gray

CALL TO ORDER

Meeting was called to order at 8:03 am

APPROVAL OF PREVIOUS MEETING MINUTES

Minutes from February 14, 2019

Motion made by Board Member Holder, Seconded by Board Member Sanders.
Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

APPROVAL OF FINANCIAL STATEMENTS

January Financial Statements

Motion made by Vice Chair Malcom, Seconded by Board Member Sisk.
Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

PUBLIC FORUM

none present

CITY UPDATE

Citywide cleanup planned for April; 30 new planters have been ordered for downtown; alleyway work should begin in next couple of months; downtown green environmental remediation will take place after Dockdogs

COUNTY UPDATE

Walton Proud bus tour scheduled for 3/27

COMMUNITY WORK PLAN &REPORTS

-

Parking

signs for public lots are still in production

Infill Development

lots of construction underway at this time

New Entertainment Draws

Planning in progress for Dockdogs, MCBF, and Antiques weekend

PROGRAMS

-

Events

new website is up; event cards are out in the community and will be direct mailed by our next board meeting; Car show is coming up on 3/16 and will have Broad Street closed

Downtown Design

no update

Farmers Market

May 11th is opening day for the market; Farm to Table is 4/27 and tickets are selling well

FUNDING

-

SPONSORSHIP

2019 Sponsorship to date

FACADE GRANTS

Facade Grant - 133 S Broad Street

Motion made to approve \$450 facade grant by City Council Representative Bradley, Seconded by Board Member Sisk.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

Facade Grant - 135 S Broad Street

Motion made to approve \$191.56 facade grant by Board Member Holder, Seconded by Vice Chair Malcom.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

COMMUNITY EVENT GRANTS

none at this time

NEW BUSINESS

-

2019 DDA Budget

Motion made to approve 2019 budget by Board Member Sisk, Seconded by City Council Representative Bradley.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

ANNOUNCEMENTS:

Next meeting scheduled, April 11th, at 8:00 am at Monroe City Hall

Pie Day 3/14, biggest day of the year for Your Pie

Winged Foot Running evening social run has started on Tuesdays at 6pm ending with dinner at Your Pie, discounts for runners

Georgia Mainstreet training on 5/15-16

McDaniel-Tichenor House Wine/beer Dinner on 4/11

ADJOURN

Motion made by City Council Representative Bradley, Seconded by Vice Chair Malcom.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sisk, Board Member Sanders, City Council Representative Bradley



Downtown Development Authority

MINUTES

Thursday, April 11, 2019

8:00 AM

City Hall

CALL TO ORDER

8:04 AM

ROLL CALL

PRESENT

- Chairman Lisa Anderson
- Vice Chair Meredith Malcom
- Secretary Andrea Gray
- Board Member Mike Gray
- Board Member Whit Holder
- Board Member Wesley Sisk
- Board Member Charles Sanders

ABSENT

City Council Representative Ross Bradley

CITY STAFF

Logan Propes, Darrell Stone, Les Russell, Sadie Krawczyk, Leigh Ann Walker

APPROVAL OF PREVIOUS MEETING MINUTES

Motion made by Board Member Sanders, Seconded by Board Member Holder.
Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray,
Board Member Holder, Board Member Sisk, Board Member Sanders

DDA March Minutes

APPROVAL OF FINANCIAL STATEMENTS

Motion made by Board Member Gray, Seconded by Secretary Gray.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray, Board Member Holder, Board Member Sisk, Board Member Sanders

DDA February Financials

PUBLIC FORUM

Cari Martinez
Bonnie Getchell

CITY UPDATE

City Council approved a new Infill Overlay District to encourage infill development within the city; Georgia State Patrol did a distracted driving stop in downtown that resulted in 30 citations and 21 warnings in 2.5 hours; citywide clean up is going on for the month of April

COUNTY UPDATE

None

COMMUNITY WORK PLAN &REPORTS

Goal #1 - Parking

signs are ready for pick up from A1 Signs

Goal #2 - Infill Development

3 GCF revolving loan funds submitted this week for John's Supermarket, Amici, and 2nd Floor LLC.

Goal #3 - New Entertainment Draws

Dockdogs this weekend; Children's Book Festival planning underway; Monroe Blooms committee met this week to continue work on the event

PROGRAMS

Events

Car Show has 248 registered entries, street closure was a great improvement to the event; Paws in the Park is this weekend; concerts coming up in May; McDaniel Tichenor house wine/beer tasting is tonight

Downtown Design

Childers bridge repair needs to happen; new birdhouses have been installed in the park; city attorneys are working on facade easements for alleyway lights and art near the wayfarer livery stable; new planter boxes are being installed; new bench will be put in park from Ken Murray old walmart sign proceeds.

Farmers Market

vendor meet & greet will be on 4/16 for this year's season; food safety class on 4/11; Farm to Table dinner fundraiser is sold out.

FUNDING

SPONSORSHIP

\$33,000 collected to date; \$37,000+ committed

FACADE GRANTS

none

COMMUNITY EVENT GRANTS

none

NEW BUSINESS

None

ANNOUNCEMENTS:

Next meeting scheduled, May 9th, at 8:00 am at Monroe City Hall

Rotary Golf Tournament on 4/19

ADJOURN

Motion made by Board Member Sanders, Seconded by Board Member Sisk.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray, Board Member Holder, Board Member Sisk, Board Member Sanders



Convention and Visitors Bureau

MINUTES

Thursday, March 14, 2019

9:00 AM

City Hall

CALL TO ORDER

Meeting was called to order at 8:43 am.

ROLL CALL

PRESENT

Chairman Lisa Anderson

Vice Chairman Meredith Malcom

Board Member Whit Holder

Board Member Charles Sanders

Board Member Wesley Sisk

City Council Representative Ross Bradley

ABSENT

Secretary Andrea Gray

Board member Mike Gray

CITY STAFF

Logan Propes

Sadie Krawczyk

Darrell Stone

Leigh Ann Walker

Les Russell

APPROVAL OF MINUTES FROM PREVIOUS MEETING

CVB Minutes from February 14, 2019

Motion made by Board Member Sanders, Seconded by Board Member Holder.
Voting Yea: Chairman Anderson, Vice Chairman Malcom, Board Member Holder, Board Member Sanders, Board Member Sisk, City Council Representative Bradley

APPROVAL OF CURRENT FINANCIAL STATEMENTS

CVB January 2019 Financials

Motion made by Board Member Holder, Seconded by Board Member Sanders.
Voting Yea: Chairman Anderson, Vice Chairman Malcom, Board Member Holder, Board Member Sanders, Board Member Sisk, City Council Representative Bradley

None

None

OLD BUSINESS

CVB 2019 Budget

Motion made by Vice Chairman Malcom, Seconded by Board Member Sisk.
Voting Yea: Chairman Anderson, Vice Chairman Malcom, Board Member Holder, Board Member Sanders, Board Member Sisk, City Council Representative Bradley

- **new entrance signage for Childers Park on Jackson Street was discussed**
- **Antiques Capital of Georgia is now in CVB control for making updates and future marketing; local businesses are excited about this change**
- **TV Commercial was discussed and the board advised staff to move forward with remaking the antiques commercial and wait to update the shopping and dining commercial until later in the year.**

ANNOUNCEMENTS

Next meeting will be April 11, 2019 at Monroe City Hall.

Motion made by City Council Representative Bradley, Seconded by Vice Chairman Malcom.
Voting Yea: Chairman Anderson, Vice Chairman Malcom, Board Member Holder, Board

Member Sanders, Board Member Sisk, City Council Representative Bradley



Convention and Visitors Bureau

MINUTES

Thursday, April 11, 2019

9:00 AM

City Hall

CALL TO ORDER

called to order at 8:37 am

ROLL CALL

PRESENT

Chairman Lisa Anderson
Vice Chairman Meredith Malcom
Secretary Andrea Gray
Board member Mike Gray
Board Member Whit Holder
Board Member Charles Sanders
Board Member Wesley Sisk

ABSENT

City Council Representative Ross Bradley

CITY STAFF

Logan Propes, Darrell Stone, Les Russel, Sadie Krawczyk, Leigh Ann Walker

APPROVAL OF EXCUSED ABSENCES

APPROVAL OF MINUTES FROM PREVIOUS MEETING

Motion made by Board Member Holder, Seconded by Board Member Sanders.
Voting Yea: Chairman Anderson, Vice Chairman Malcom, Secretary Gray, Board member Gray,
Board Member Holder, Board Member Sanders, Board Member Sisk

CVB March Minutes

APPROVAL OF CURRENT FINANCIAL STATEMENTS

Motion made by Vice Chairman Malcom, Seconded by Board member Gray.

Voting Yea: Chairman Anderson, Vice Chairman Malcom, Secretary Gray, Board member Gray, Board Member Holder, Board Member Sanders, Board Member Sisk

CVB February Financials

Chairman's Report

None

Director's Report

Sadie Krawczyk reported that a hotel developer is planning a site visit at the end of May; new Antiques Capital cards and maps and bags are ready and being distributed.

OLD BUSINESS

TV commercial update - Leigh Ann Walker met with Comcast about new commercials and they suggested three 30-sec commercials focusing on antiques, shopping, and dining.

NEW BUSINESS

Presentation from Bonnie Getchell and Cari Martinez on the Collaborative, a marketing proposal for Downtown Monroe.

The board also mentioned that it is time to design and order new banners.

ANNOUNCEMENTS

Next meeting will be May 9, 2019 at Monroe City Hall

Tony Serrano Century Ride this Saturday.

ADJOURN

Motion made by Board Member Holder, Seconded by Board Member Sanders.

Voting Yea: Chairman Anderson, Vice Chairman Malcom, Secretary Gray, Board member Gray, Board Member Holder, Board Member Sanders, Board Member Sisk



To: Highways & Streets, City Council
From: Logan Propes, City Administrator
Department: Highways & Streets
Date: 05/1/2019
Subject: Transportation Alternative Program (TAP) Design, Engineering, and Construction Administration Services Selection

Budget Account/Project Name: TAP Grant Streetscape Project

Funding Source: Federal Funding & SPLOST

Budget Allocation: \$0.00

Budget Available: \$0.00

Requested Expense: \$425,000

Company of Purchase: Keck & Wood, Inc.

Description:

This request is for the approval of Keck & Wood, Inc. to perform design, engineering for up to \$425,000 and subsequent construction administration services for the upcoming TAP grant project.

Background:

This project encompasses streetscape improvements on the remaining section of North Broad Street from Highland Avenue to Marable Street, East Highland Avenue, and North Lumpkin Street. This project will be partially federally grant funded and thus requires the adherence to extensive guidelines put in place by the Georgia Department of Transportation (GDOT). Keck & Wood, Inc. has performed and is currently performing this exact service on other projects throughout the City of Monroe. The initial funding will come from SPLOST (2013 and/or 2019 funds). The grant is 80% federal (\$340,000) 20% local fund (\$85,000) project. The construction administration services contract will be approved later with detailed costs and scoping to be determined at that time.

Attachment(s):

RFQ Submission – Keck & Wood, Inc.

US DOT Award Letter

Design Services and
Construction Administration
North Broad Street, East
Highland Avenue, and North
Lumpkin Street



TAP Implementation Project



April 29, 2019



STATEMENT OF QUALIFICATIONS

Submitted To:

Chad Gravette, Purchasing Agent
City of Monroe
215 N Broad Street
2nd Floor
Monroe, GA 30655

Submitted By:

Keck & Wood, Inc.
3090 Premiere Parkway
Suite 200
Duluth, Georgia 30097

April 29, 2019

Chad Gravette, Purchasing Agent
City of Monroe
215 N Broad Street
2nd Floor
Monroe, Georgia 30655

Re: Statement of Qualifications for
Design Services and Construction Administration
North Broad Street, East Highland Avenue, and North Lumpkin Street
Transportation Alternatives Program (TAP) Implementation Project

Dear Mr. Gravette:

Enclosed are five (5) originals of our Statement of Qualifications to provide professional engineering services for the TAP Implementation Project for the City of Monroe. Keck & Wood looks forward to the opportunity to work with the City of Monroe on this project.

We have completed dozens of federally funded projects (similar in scope to this TAP project) in Georgia and are very familiar with this type of work. We have a long standing reputation of successfully delivering federally funded streetscape enhancement projects similar to this one. We have a unique knowledge of the City of Monroe, having completed the South Broad Street streetscape project and the ongoing North Broad Street streetscape project. This familiarity makes Keck & Wood the ideal choice for this project.

We are a pre-qualified consultant with GDOT. We have organized a strong team for this project that works well together and are all experts in their discipline. Jeanne Kerney will be the Project Manager. She is well-known across the state of Georgia for managing GDOT's Transportation Enhancement (TE) Program for several years. She also worked as a Project Manager for GDOT to manage several TAP funded projects. Please read through our Statement of Qualifications and see why Keck & Wood would be a great choice for the City of Monroe.

We look forward to the opportunity to finish what we started, by partnering with the City of Monroe to successfully deliver the next phase of streetscape enhancements in downtown Monroe. If you have any questions, need additional information, or would like to schedule a meeting please call me at (678) 417-4023.

Sincerely,

Keck & Wood, Inc.



Sam J. Serio, PE
Vice President

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Firm Information

NAME OF FIRM

Keck & Wood, Inc.

OFFICE ADDRESS

3090 Premiere Parkway, Suite 200
Duluth, Georgia 30097

CONTACT INFORMATION

Telephone Number:

678-417-4000

Fax Number:

678-417-4055

E-Mail Address:

sserio@keckwood.com

Website Address:

keckwood.com

NUMBER OF STAFF

EMPLOYED FULL-TIME

Professional Engineers: 19

Engineers in Training: 11

Engineering Technicians: 1

Landscape Architect: 1

Professional Land Surveyors: 1

Other Technical Staff: 5

Administrative Personnel: 6

PRIMARY POINT OF CONTACT

Sam Serio, PE

678-417-4023

sserio@keckwood.com

***We are committed
to dedicated client
service and
Collaboration by
Design***

FIRM HISTORY

Since its founding in 1954, Keck & Wood has continued the traditions of engineering excellence and commitment to exemplary service established by our founders, Wylly Keck and Tom Wood. With over 65 years of public sector experience, Keck & Wood has earned an outstanding reputation for integrity, knowledge, and professionalism in advising our clients. We are committed to improving the quality of life of the region and communities we serve through ethical conduct, dedicated client service and **Collaboration by Design**.

OWNERSHIP AND CORPORATE DATA

Keck & Wood is an employee-owned Class C Georgia Corporation. From our office in Duluth, and our regional offices in Rock Hill and Charleston, South Carolina, we serve clients in the southeastern states.

BUSINESS ACTIVITIES AND STAFFING

Keck & Wood, Inc. provides professional services in transportation, water resources, and natural gas engineering, landscape architecture, urban redevelopment, landscape architecture, and site design for state and local governments, utility authorities, public institutions, and private developers. A list of area specific services is included below.

- | | |
|--|-------------------------------------|
| + Civil Engineering | + Water Treatment |
| + Rural & Urban Roadway | + Wastewater Treatment / Collection |
| + Streetscape | + Storm Water Systems |
| + Multi-Use Paths / Trails | + Public Works Facilities |
| + Utility Coordination | + Planning |
| + Water Supply, Storage & Distribution | + Land Surveying (NC, SC only) |

We are GDOT pre-qualified in multiple areas, and maintain credentialed staff in multiple disciplines to serve the range of needs of our clients.

PROFESSIONAL LIABILITY INSURANCE

Insurer	Type of Coverage	Level of Coverage
American Casualty Co.	General Liability	\$1M Ea Occurrence / \$2M Aggregate
CNA Insurance Companies	Automobile Liability Umbrella Liability	\$1M Single Limit \$5M Ea Occurrence / \$5M Aggregate
Continental Casualty Company	Workers Compensation Professional Liability	\$1M Each Accident \$2M Aggregate Limit


NAME OF FIRM

Edwards-Pitman Environmental, Inc.

OFFICE ADDRESS

 1250 Winchester Parkway
 Suite 200
 Smyrna, Georgia 30080

CONTACT INFORMATION
Telephone Number:

770-333-9484

Website Address:

edwards-pitman.com


WOLVERTON
NAME OF FIRM

Wolverton & Associates, Inc.

OFFICE ADDRESS

 6745 Sugarloaf Parkway
 Suite 100
 Duluth, Georgia 30096

CONTACT INFORMATION
Telephone Number:

770-447-8999

Website Address:

wolvertoninc.com

Keck & Wood, Inc. proposes to use the services of Edwards-Pitman Environmental, Inc. (EPEI) for environmental consulting. Keck & Wood has a long and successful history of working with EPEI.

Edwards-Pitman Environmental, Inc. (EPEI) is a small woman-owned business enterprise providing high quality ecological, historical and archaeological resource surveys and a wide range of state and federal level environmental documentation, including all types of National Environmental Policy Act (NEPA) documents, Georgia Environmental Policy Act (GEPA) documents, Section 404 wetland permitting and mitigation planning and Section 106 historic preservation and archaeological documentation. EPEI offers an experienced, well-trained professional staff capable of producing exceptional environmental surveys and reports in a timely, cost-efficient manner. EPEI is certified as a woman-owned business enterprise by GDOT and numerous other municipal, county, and state governments. EPEI staff is sized and experienced to manage multiple projects concurrently without any compromise in quality.

EPEI is certified as a (DBE) woman-owned business enterprise by GDOT . . .

Keck & Wood, Inc. proposes to use the services of Wolverton & Associates for traffic, surveying, and SUE services. Keck & Wood has a long and successful history of working with Wolverton.

With the goal of building lasting relationships, **Wolverton & Associates** partners with leaders across a broad spectrum of industries to provide comprehensive engineering solutions. They are their clients' trusted advisors and provide holistic, integrated solutions in the areas of Land Development, Transportation, Traffic/ITS, Land Surveying and Subsurface Utility Engineering . We focus on offering quality, responsiveness and **Engineering Solutions You Can Trust.**

. . . Engineering Solutions You Can Trust

Project Approach

Keck and Wood’s Duluth, Georgia office will manage and complete all work for the City of Monroe’s TAP sidewalk enhancement project on North Broad St, East Highland Avenue and North Lumpkin Street. With a credentialed staff of 44 professionals in multiple disciplines, we are committed to completing this project on time, within budget, and according to GDOT standards and guidelines.

We have selected our team members to provide the services needed for this project. Our project principal, Sam Serio, has extensive design and project management experience. The project manager, Jeanne Kerney, has managed hundreds of street and sidewalk projects through the GDOT process. She is PDP trained, and as the former statewide program manager for the Transportation Enhancement program she is very familiar with the local let process. Our design team lead Bryan Sartin is a licensed engineer and experienced design professional. He has over 9 years’ experience and is trained in the PDP process.

First and foremost, the project will be federally funded and must follow the Georgia Department of Transportation’s Plan Development Process (GDOT PDP). This is a scripted process for all publicly funded transportation projects managed by GDOT. This process typically takes longer than locally or privately funded projects. The Keck & Wood team has extensive experience with the GDOT PDP, and is committed to helping your staff better understand the process. At the end of this project, we hope that you are better positioned to implement your next federally funded transportation project.

The PDP manual is available on line at <http://www.dot.ga.gov/PS/DesignManuals>. This 180+ page document defines the full scope of services required to implement the project, and includes both the consultant and sponsor responsibilities. The Keck & Wood team will

project advances as quickly as possible through the PDP process. This process can easily take three to five years to complete, and the PDP requirements will likely be revised during the course of this project. For this reason, we will not recreate the scope of services for this proposal. Instead, our team is committed to providing the necessary services required to gain final plan approval and project letting. At a minimum these services will include; Concept development, Environmental Clearance, Right-of-way Certification, design and Engineering, Bidding Assistance and Construction Administration.

Project Understanding

Sam has seven years experience working with the City of Monroe. He understands the City’s desire to enhance their downtown area and will lead the team to a timely project completion. The project is a streetscape, the connecting streets are N. Broad St., East Highland Ave, N. Lumpkin St. Expected services will involve field surveying, site analysis and master planning, design development, preparation of contract documents, detailed cost estimates, bidding and construction administration. Environmental services will also be required, specifically Section 106 studies/documentation and a categorical exclusion. Keck and Wood is pre-qualified in several of the required engineering sub-classes. We have teaming partners who are pre-qualified in environmental

services, transportation planning, and traffic management. We have visited the project site, it is an urbanized area, several of the surrounding streets have been improved. Upgrading the sidewalk and site features on these streets will complete the upgrade of the downtown area. Completion of the project will assist with the City’s economic development plans to attract residents to the downtown area for food, fellowship and fun.

The design begins with the scoping phase. In this phase we will perform due diligence as listed in the TAP Scoping Phase Requirements.

Having successfully delivered two (2) federally-funded streetscape projects along Broad Street in Monroe, Keck & Wood is the ideal choice to carry the torch for the City of Monroe’s revitalization efforts...

We will conduct a kickoff meeting, prepare a project schedule and impact analysis. Finally, we will prepare the Scoping Phase Project Overview.

The next phase is the design development phase. The first steps of this phase are the preparation of the Concept Layout and Concept Report. We will complete a field survey of the project area and use this information for the Concept Layout. An environmental survey will be conducted to determine the presence of historic buildings and features in the downtown area. The concept report, consisting of the site layout, report on environmental considerations and the preliminary cost estimate, will be presented to the City for review and comment. After the City's comments are addressed, the Concept Report and the survey, will be submitted to GDOT for approval. Once GDOT approves the Concept Report, the preliminary design will begin.

The preliminary design phase includes producing initial design plans, completing Environmental special studies, and if necessary, preparing plans for the acquisition of right of way. These items will be prepared per the GDOT requirements and checklists. This phase concludes when the preliminary field plan review (PFPR) can be scheduled. Following the PFPR, the right of way plans, if required, can be submitted. Following the right of way plan approval, GDOT will issue a Notice to Proceed (NTP) for the acquisition of right of way. Depending on the parcel count, the process of acquisition can take up to one year. During the right of way acquisition phase, final plans will be prepared. Once right of way acquisition is completed, the Final Field Plan Review, (FFPR) will be scheduled. Following the FFPR and final plan approval, GDOT will issue an NTP to proceed with the bidding phase, followed by an NTP to proceed with construction.

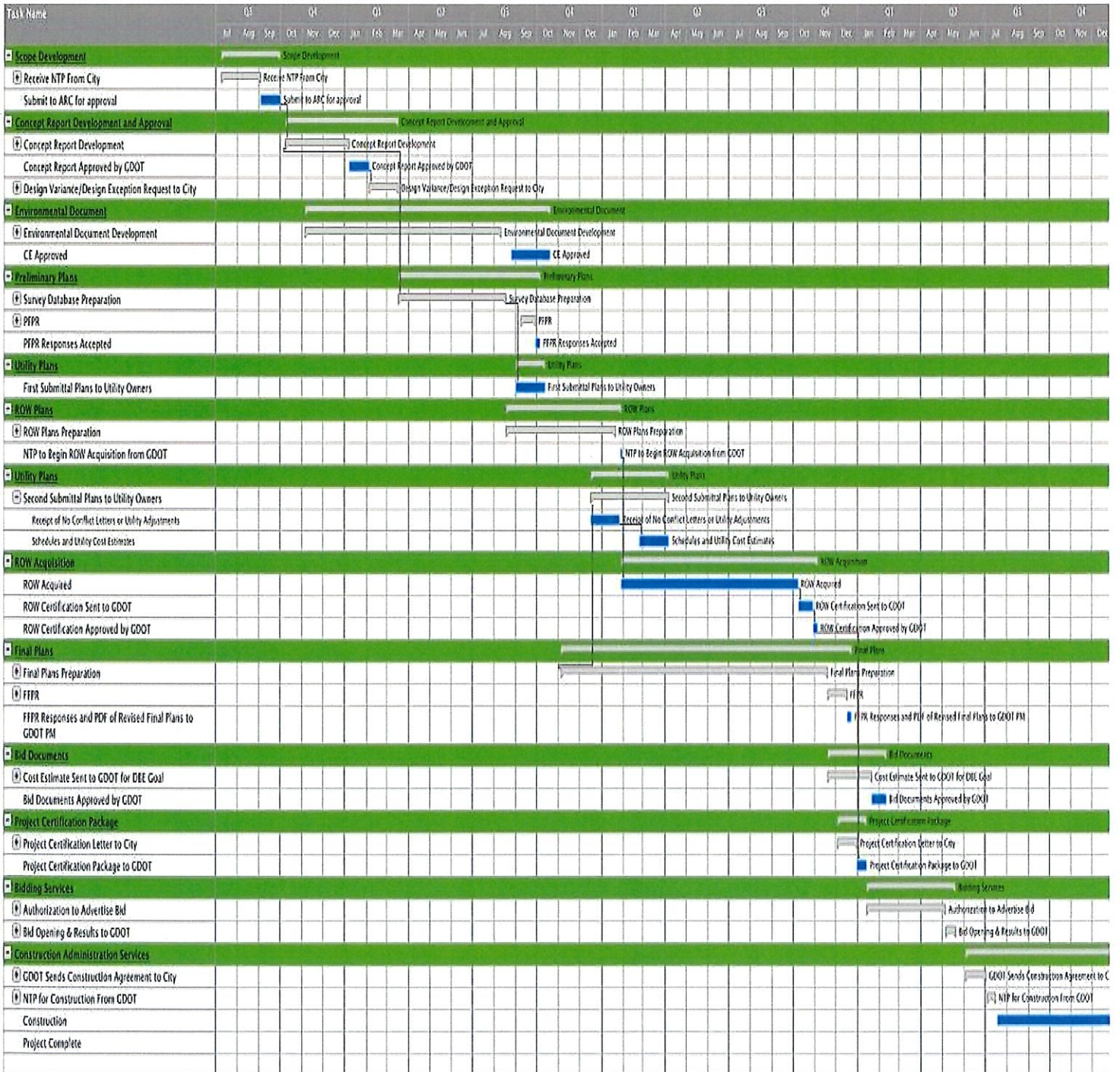
During the bidding phase, Keck and Wood will attend pre-bid meetings, respond to questions and issue addenda, attend the bid opening, tabulate and evaluate bids and recommend award. Following the receipt of the NTP for Construction, Keck and Wood will conduct the pre-construction conference and perform periodic construction review. Using the information gathered in the periodic construction review, we will advise the City on

amounts owed the contractor, and assist the City in preparing change orders. Project close out assistance will consist of conducting a Final Inspection and Processing Close Out documents. The following is our anticipated schedule milestone dates.

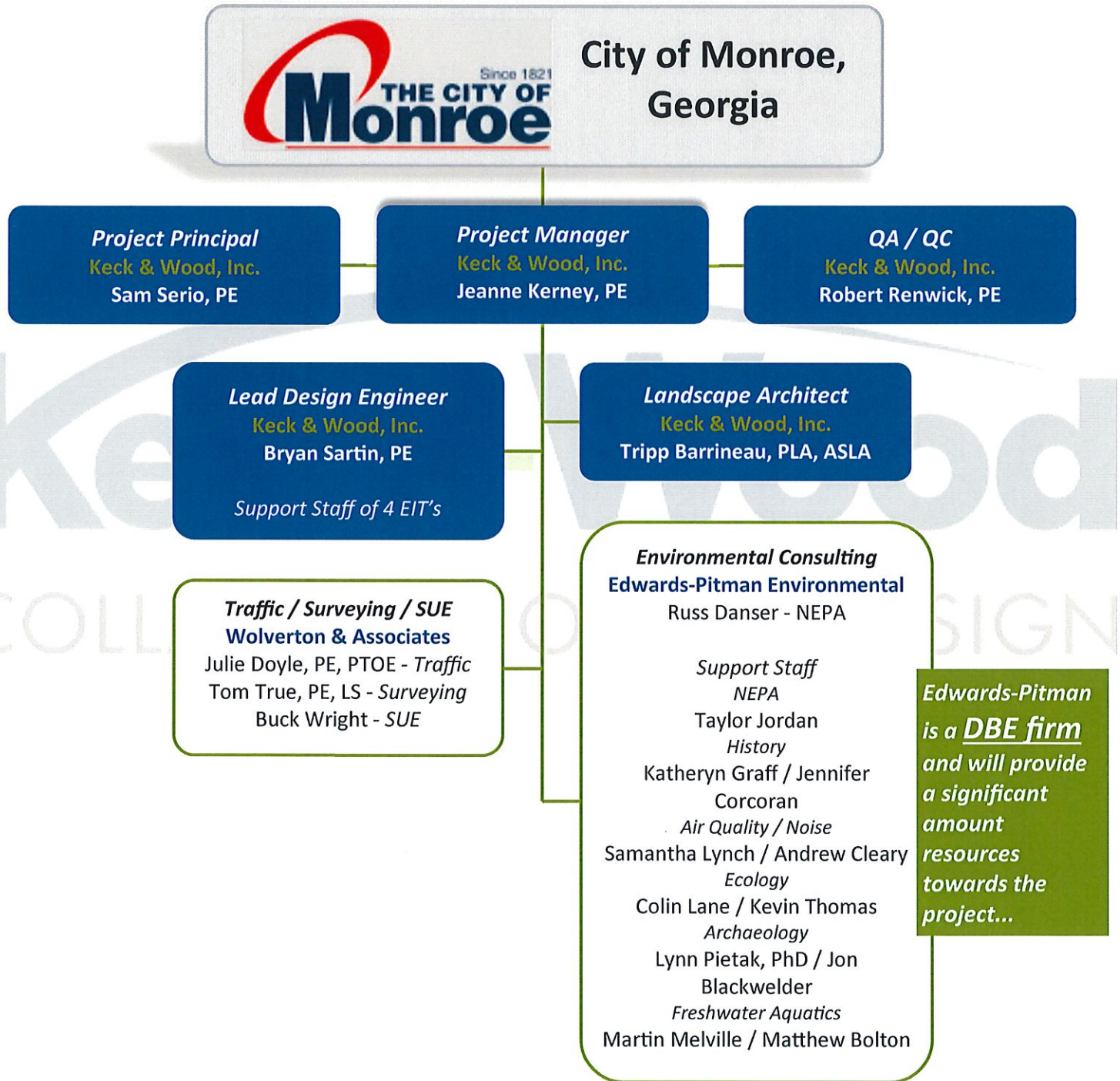
NTP to begin project scope design	July 2019
Scope Design Approval	September 2019
Begin Concept Report & Field Survey	October 2019
Concept Approval	March 2020
Begin Environmental Special Studies	November 2019
Field Survey Complete	November 2019
Approved Environmental Special Studies	March 2020
Hold PFPR	September 2020
Environmental Clearance	November 2020
Approved R/W Plans	December 2020
Complete R/W Acquisition	December 2021
Hold FFPR	December 2021
Final Approved Construction Plans	January 2022
Opening	May 2022
Issue NTP for Construction	July 2022

It is our mission to engage with our clients every step of the way. We believe that our job doesn't stop at delivering construction drawings. We create partnerships on a personal level through clear communication, face-to-face meetings, boots on the ground, and personal accountability. As trusted advisers we help our clients navigate complex decisions by breaking them down into simpler and understandable choices. It's how we train, how we hire, and how we deliver.

The Keck & Wood team estimates the following schedule based on previous similar experience and is subject to change base on final scope work and review periods. Having several years of experience in similarly funded projects, Keck & Wood has developed a strong understanding of the GDOT review process and scope items which impact the project schedule. Extensive right-of-way impacts and utility relocations can often created undesirable delays to these types of projects. Our team will make every effort to minimize these impacts to streamline the project schedule.



Keck & Wood has enlisted the services of Wolverton & Associates for traffic, surveying, and SUE services and Edwards-Pitman Environmental, Inc. (EPEI) for environmental consulting. In addition to these subconsultants, Keck & Wood has put together a team of top level professionals.





PROJECT ASSIGNMENT
Project Principal

EDUCATION
BSCE 2003
Auburn University

REGISTRATION
Professional Engineer
GA (34684), SC

CERTIFICATIONS
GDOT Plan Development Process
GSWCC Level II Certified Professional (25978)
LEED® Accredited Professional

PROFESSIONAL ASSOCIATIONS
American Council of Engineering Companies
American Society of Highway Engineers
Association of Pedestrian and Bicycle Professionals

EXPERIENCE
With Keck & Wood since 2006
Other Firms - 3 years

Project Principal

Sam Serio, PE - Vice President

Mr. Serio is a Vice President and Division Manager for the Municipal Transportation Division of Keck & Wood, Inc. His experience includes the management and design of various transportation, minor roadway, intersection improvement, multi-use trail, streetscape and site development projects. Sam will serve as Project Principal responsible for reviewing and maintaining the contract with the City. Some of his project experience includes:

- + Project Manager for the City of Buford South Lee Street LCI project in the City of Buford, Georgia. The project provides new or expanded sidewalks, storm drainage, pedestrian lighting, signage, gateway features, brick retaining walls, decorative fencing, asphalt paving, brick pavers, and landscaping in a narrow street corridor.
- + Project Manager for the Dogwood Drive Pedestrian & Transportation Improvement Project in the City of Hapeville, Georgia. The project incorporates pedestrian infrastructure improvements including ADA complaint concrete sidewalks, new concrete curb and gutter, ADA compliant curb ramps, a new railroad pedestrian crossing, pavement markings, bike lanes, asphalt overlay, brick paver strip, street lighting, signal upgrades, and street landscaping along both sides of the corridor.
- + Project Manager for the New Peachtree Road Bicycle & Pedestrian / Road Diet Improvements (LCI) Project for the City of Doraville, Georgia. The project will implement a road diet along New Peachtree Road adjacent to the Doraville MARTA station for construction of new pedestrian facilities, bicycle facilities, and four new traffic signals. Cycle tracks, a fairly new concept in bicycle facility design, are proposed adjacent to the roadway.
- + Project Manager for City of Peachtree Corners Technology Parkway Sidewalk project. Project utilized schematic drawings and field engineering to reduce design cost.
- + Project Manager for the 2012, 2013, and 2016 ADA Sidewalk Accessibility Improvements CDBG Project for the City of Norcross, Georgia. These projects were completed on a very tight schedule.
- + Project Manager for the Downtown Winder Streetscape Transportation Enhancement (TE) project for the City of Winder, Georgia. The project consists of improvements to one-half mile of roadway including pedestrian facilities, pavement rehabilitation, storm drainage improvements, landscaping, and pedestrian lighting, utility relocations, and upgrades to several traffic signals.



EDUCATION

BSCE
Georgia Institute of Technology

REGISTRATION

Professional Engineer
GA (29686), CO

CERTIFICATIONS

GDOT Plan Development Process
GDOT Local Acquisition Program
GSWCC Level II Certified Professional

PROFESSIONAL ASSOCIATIONS

Women's Transportation Seminar

EXPERIENCE

With Keck & Wood since 2018
Other Firms - 34 years

Jeanne Kerney, PE - Senior Project Manager

Ms. Kerney is a Senior Project Manager in the Municipal Transportation Division of Keck & Wood. Her experience includes the management and execution of federal, state, and local government programs and transportation projects. She has managed multi-million-dollar programs incorporating the plan development process of GDOT. As Project Manager, Ms. Kerney will ensure all necessary resources are being assigned, coordinate with sub-consultants, communicate with the City, and oversee the project team throughout the course of the contract. Some of her project experience includes:

- + Deputy Program Manager / Project Controls Supervisor for \$900M+ GDOT Traffic Safety and Operations Program. Supervised project managers, schedulers, and PM assistants responsible for scope, schedule, and budget. Ensured compliance with GDOT Plan Development Process. Assisted program manager by establishing criteria to evaluate project progress. Initiated 40+ schedules using procedures defined by the GDOT Office of Program Delivery. Provided guidance on document control and information tracking systems including ProjectWise. Developed internal training program and served as an instructor. Managed local let projects.
- + Program Manager for Clayton County Special Local Options Sales Tax (SPLOST). Responsible for comprehensive execution of SPLOST program; advised County on design consultant selection; managed design scope, schedule, and budget; and provided construction oversight. Consulted with County Manager, Board of Commissioners, County employees and other agencies in the prioritization for the execution and award of SPLOST funded work. Program value \$750M.
- + Statewide Manager for GDOT Transportation Enhancement Program. Responsible for 450+ projects, valued at \$200M, in all stages of development. Developed evaluation system for funding prioritization. Cradle to grave management - from initially presenting the program to local officials, accepting and evaluating applications, providing design quality control, and construction oversight ensuring the necessary steps to obtain federal funding, including GDOT Plan Development Process and NEPA compliance were adhered to. Delegated review and approval authority for off-system projects. Supervised a staff of design engineers, environmental specialists, field engineers, and administrative staff.

Project Manager



EDUCATION

BSCE 2007
Clemson University

CONTINUING EDUCATION

ACEC Future Leaders Program

REGISTRATION

Professional Engineer
GA (036674), SC

CERTIFICATIONS

GDOT Plan Development Process
GSWCC Level II Certified Professional (55479)

PROFESSIONAL ASSOCIATIONS

American Council of Engineering Companies
American Society of Highway Engineers

EXPERIENCE

With Keck & Wood since 2007

Robert Renwick, PE - Associate Vice President

Mr. Renwick is a Project Manager and Lead Design Engineer in the Transportation Division of Keck & Wood, Inc. He has extensive experience in roadway projects throughout Georgia for GDOT, counties, and cities. His responsibilities span all aspects of roadway design on a broad range of project types, including bridge replacements, arterial widening, intersections and roundabouts, multi-use trails, and sidewalks. He has taken GDOT’s PDP class and has used the process on multiple projects. Some of his project experience includes:

- + Design Engineer for the New Peachtree Road Streetscape (LCI) Project, located in the City of Doraville, Georgia. The project will implement a road diet along New Peachtree Road adjacent to the Doraville MARTA station for construction of new pedestrian facilities, bicycle facilities, and four new traffic signals. Cycle tracks, a fairly new concept in bicycle facility design, are proposed adjacent to the roadway. Project included four signalized intersections.
- + Lead Design Engineer for the Downtown Streetscape TE project for the City of Winder, Georgia. The project consisted of roadway improvements including pedestrian facilities, pavement rehabilitation, storm drainage improvements, landscaping, pedestrian lighting, utility relocations, and upgrades to several traffic signals.
- + Design Engineer for the Historic Downtown Buford Streetscapes, Transportation Enhancement project, located in the City of Buford, Georgia. The project consisted of improvements to nearly one mile of roadway and improvements included pedestrian facilities, pavement resurfacing, roadway realignment, storm drainage improvements, landscaping, and pedestrian lighting. Responsibilities included project design, preparation of construction drawings, authoring of project specifications and bid documents, coordination with utility relocations, coordination with Norfolk Southern Railroad, preparation of a construction cost estimate, and assisting with construction inspection and contract administration.
- + Design Engineer for the Little Mill Road Transportation Improvements, located in the City of Buford, Georgia. The project consisted of several phases of improvements throughout the Little Mill Road corridor. The improvements included pedestrian facilities, roadway realignment, several brick veneer retaining walls, pavement rehabilitation, storm drainage improvements, landscaping, and pedestrian lighting. Responsibilities included project design, preparation of construction drawings, authoring of project specifications and bid documents, preparation of a construction cost estimate, construction inspection, and contract administration.

QA / QC



EDUCATION

BSCET
Southern Polytechnic State University

REGISTRATION

Professional Engineer
GA (041185)

CERTIFICATIONS

GDOT Plan Development Process
GSWCC Level II Certified Professional (77124)

PROFESSIONAL ASSOCIATIONS

American Society of Highway Engineers

EXPERIENCE

With Keck & Wood since 2015
Other Firms - 4 years

Bryan Sartin, PE - Project Engineer

Mr. Sartin is a project engineer in the Transportation Division of Keck & Wood, Inc. He has experience in roadway and drainage design. Mr. Sartin also has experience in specification preparation, drafting, construction quantity estimation, and developing right of way plans. Some of her project experience includes:

- + Design Engineer for GDOT’s Cleveland Hwy Widening, Reconstruction, and Bridge Replacement located in Hall County, Georgia. Provided design support including preliminary roadway construction plans, profiles, and cross sections.
- + Design Engineer for US78 at SR124 Intersection Improvement, Gwinnett County, Georgia (PI 0006439). Responsibilities included developing preliminary construction plans and right of way plans for a project that proposes to convert the existing US 78 at SR 124 intersection into a continuous flow intersection (CFI).
- + Design Engineer for Thompson Mill Road at North Bogan Road Intersection Improvements in Gwinnett County. Project included looking at both signalizing the intersection and a roundabout alternative.
- + Design Engineer for Spring Street Enhancements in the City of Monroe, Georgia. Responsibilities included developing construction and right of way plans for a project that proposes 1.54 miles of sidewalk along westbound West Spring Street from White Oak Lane to the Monroe-Walton County Library. The project also included the design of one retaining wall, the addition of closed drainage systems along West Spring Street, and the extension of two existing box culverts.
- + Design Engineer for Graves Road Sidewalk Improvements in Gwinnett County, Georgia. Responsibilities included developing construction and right of way plans for a project that proposes 0.86 miles of sidewalk along southbound Graves Road from McDonough Drive to Graves Lane and from Graves Mill Drive to West National Circle. The project also included the design of three retaining walls and stormwater improvements along Graves Road.

Lead Design Engineer



EDUCATION

BA Landscape Architecture 2006
Clemson University

REGISTRATION

Professional Landscape Architect
GA (001727), NC, SC

CERTIFICATIONS

LEED® Green Associate
Master Rain Gardener Certification 2018
NCSU’s Stream & Restoration Conference 2016

PROFESSIONAL ASSOCIATIONS

American Society of Landscape Architects

EXPERIENCE

With Keck & Wood since 2013
Other Firms - 6 years

Tripp Barrineau, PLA, ASLA LEED® Green Associate - Associate Vice President

Mr. Barrineau’s experience includes working with municipalities, architects, and private developers. He has participated in planning, recreational site design, and numerous landscape architecture projects in Georgia, North Carolina, and South Carolina. Some of his project experience includes:

- + Mr. Barrineau served as Project Manager for the Lindsay Pettus Greeway in Lancaster South Carolina. This planned 5-mile greenway stretches from the Highway 521 Bypass to the existing water treatment plant along the Gills Creek Floodplain and provides access to downtown Lancaster, large commercial hubs, and numerous residential neighborhoods. Mr. Barrineau provided planning and landscape architectural services for the trail alignment, site furnishings, parking and trail head areas, nature education, and pedestrian road crossings. Mr. Barrineau worked closely with the greenway steering committee on community outreach to the general public and the City of Lancaster.
- + Mr. Barrineau created construction drawings and assisted in bidding services for the Fit Trail Amenity Additions at Millwood Plantation, Phase 2. The project includes a proposed LA Fitness and additional amenities that will be used by community residence. The amenities include a proposed Fit-Trail though an existing community green space. This existing green space includes many large canopy trees and an existing detention area. The proposed trail has been aligned to preserve these valuable trees while maximizing trail length. This gravel curvilinear trail will include ten fitness work stations and direct access to the local residential housing and commercial development.
- + Mr. Barrineau provided planning, landscape architecture, and construction document services for the Winder Block Improvements for the City of Winder. This project included upgrades to the existing parking, streetscape improvements, pedestrian access, and reconfiguration of utilitarian areas at the rear of existing business.
- + Mr. Barrineau served as the project Landscape Architect for multiple projects on the York Technical College Campus. These projects included site design, parking improvements, pedestrian connections, planting plans, and vehicular access. Mr. Barrineau managed these projects from the planning stages, through the construction, and final close out. Mr. Barrineau worked closely with the facilities manager to make the desired campus improvements and to improve the student experience.

Landscape Architect



WOLVERTON

Education: BCE, MSCE Georgia Institute of Technology
Registration: Professional Engineer GA (24155), FL, SC, AL, MO, VA
 PTOE (1593)
Experience: 25 years, 7 with Wolverton

Julie Doyle, PE, PTOE is a Senior Traffic Specialist and serves as Project Engineer on traffic engineering projects. Project specific experience includes: coordinating project schedules and resources with senior team members, addressing engineering and project issues, reviewing project budgets, and reviewing engineering plans for quality control. Experience also includes representing clients at public hearings and in doing so, performing negotiations on project requirements and improvements at meetings with reviewing agencies.



WOLVERTON

Education: BSCE University of New Hampshire
Registration: Professional Engineer GA (040186), NH, ME, MA, MI, CT, NY WV
 Registered Land Surveyor GA (003552), FL
Experience: 30 years, 1 with Wolverton

Tom True, PE, LS is a licensed Professional Engineer and Land Surveyor and a background in construction, Tom True brings 30 years of diverse experience in the AEC industry. Over the course of his career he has worked on projects of

all types and sizes – from residential septic systems to 450-mile, multi-state high pressure natural gas pipelines - all along the East Coast. Tom prides himself on being a practical problem solver. His experience stretches the Atlanta seaboard, from New England to Florida, and includes extensive work in the energy, power and utilities market sector.



WOLVERTON

Education: BSCE 2020 Kennesaw State University
 AA Pre-engineering Florida State College
Experience: 20 years, 3 with Wolverton

Buck Wright is a Practice Area Leader, Subsurface Utility Engineering (SUE) and has worked in the underground utility industry since 1997. He began designating underground utilities working for a contract locating company in western North Carolina. Buck broadened his skills by moving up to damage investigations and managing crews. He then moved into subsurface utility engineering (SUE), SUE project management, utility coordination, managing client relations and business development. His experience includes designating all types of private and public utilities and utility coordination from small to large projects in South Carolina, North Carolina, Georgia, and Florida.



RUSS DANSER, AICP

Environmental Project Manager/Public Outreach Planner

EDUCATION: Master of Science in Planning - Florida State University, 1993
 B.S. History – University of the Cumberland (Cumberland College), 1991

CONTINUING EDUCATION:
 NEPA and the Transportation Decision-making Process – FHWA Training
 Fundamentals of Title VI/Environmental Justice - FHWA Training
 GDOT Plan Development Process – GDOT Training
 Public Involvement the Transportation Decision-making Process – FHWA Training

PROFESSIONAL AFFILIATIONS:
 American Institute of Certified Planners # 012043

PROJECT MANAGEMENT EXPERIENCE:
 Mr. Danser has over 20 years of experience as a senior environmental planner. His responsibilities include the collection of environmental data, analysis of environmental impacts, and preparation of environmental documentation required as required by the Georgia Department of Transportation's (GDOT) Environmental Procedures Manual (EPM). Mr. Danser is a member of the American Institute of Certified Planners.

Mr. Danser has served as project planner on over 50 projects throughout the southeastern United States. As project planner, Mr. Danser supervised the preparation of the appropriate NEPA/GEPA documentation, coordinated public involvement efforts, and facilitated agency coordination efforts. Mr. Danser serves as Lead Planner for various transportation projects, including:

- **US 280 Bridge over Lake Blackshear (GDOT PI No. 0012578, Crisp/Sumter County).** Responsible for agency coordination and project oversight for this TIA project that involves construction of a new parallel bridge on US 280 over Lake Blackshear. This effort required coordination with multiple local, state and federal agencies, including the Crisp County Power Commission, Georgia State Parks and the Federal Energy Regulatory Commission.
- **Cedarcrest Road Widening and Improvements (GDOT PI No. 0007529, Cobb/Paulding County).** Prepared the NEPA EA/FONSI and assisted in the preparation of the Section 7 biological assessment for the proposed widening and relocation of roadway in a developed suburban corridor. Responsibilities included document preparation, documentation of noise and air impacts associated with the project, coordination with local DOTs and state/federal staff to develop logical termini, and coordination of public involvement efforts. Russ organized and conducted both the Public Information Open House (PIOH) and Public Hearing Open House (PHOH) for the project. Russ completed preparation of the meeting information package as well as the post-meeting synopsis, summary of comments, and draft response letters.
- **SR 135 Widening from US 441 to SR 32 (GDOT PI No. 431830, Coffee County).** Prepared the NEPA EA/FONSI for the proposed widening of the bypass of the City of Douglas. Responsibilities included document preparation and coordination of public involvement efforts to target potential environmental justice communities. Russ organized and conducted both the PIOH and PHOH for the above referenced project. Russ completed preparation of the meeting information package as well as the post-meeting synopsis, summary of comments, and draft response letters. Russ completed additional outreach efforts provided to low-income/minority/EJ populations via post meeting follow-up surveys.

In addition, for more than 10 years, Mr. Danser has served as the project manager for the statewide borrow pit/waste site/stockpile site contract with the Georgia Department of Transportation. He is responsible for staff coordination, agency coordination, and documentation quality control/quality assurance for approval and denial of sites surveyed at the request of the Department.

EXPERIENCE WITH GDOT PROCESSES AND PROCEDURES:
 Mr. Danser has training and first-hand knowledge utilizing GDOT processes and procedures including the GDOT Plan Development Process (PDP) and the GDOT Environmental Procedures Manual (EPM). Mr. Danser has worked on a variety of GDOT projects throughout all project development phases, from concept through construction letting. He has experience managing all resource special studies, coordinating with Project Managers and engineers on design issues, developing schedules for environmental deliverables, and preparing NEPA documents in accordance with the GDOT EPM. Mr. Danser has years of experience with GDOT procedures and policies, a good working relationship with staff at GDOT's Office of Environmental Services, and the availability of Edwards-Pitman's multiple in-house Subject Matter Experts (SME) in each environmental area class allow him to carry a heavy project load.

South Lee Street Improvements (Federally Funded) City of Buford, Georgia

Bryan Kerlin, City Manager
(770) 945-6761 · bkerlin@cityofbuford.com

Status: Utility Relocation - 2017, complete
Final Completion - 2019

Cost: \$5.8 Million

Team: Sam Serio, PE - Project Principal
Robert Renwick, PE - Project Manager

This utility relocation and streetscape project provides new or expanded sidewalks, storm drainage, pedestrian lighting, signage, gateway features, brick retaining walls, decorative fencing, asphalt paving, brick pavers, and landscaping on both sides of the street. Prior to the pedestrian and street construction commencing, existing water, sewer, and electrical utilities were replaced with new underground facilities. Utility relocations were completed in 2017 with a construction cost of \$2 million. The streetscape currently under construction with a project size of 0.83 mile and an anticipated construction cost of \$3.8 million. Keck & Wood provided hydrology / hydraulic design, pavement marking / signing design, and roadway design on this project.



Dogwood Drive Bicycle & Pedestrian Improvements (Federally Funded) City of Hapeville, Georgia

Lee Sudduth, Community Services Director
(404) 669-2120 · lsudduth@hapeville.org

Status: 2018
Cost: \$2.1 Million
Team: Sam Serio, PE - Project Principal
Robert Renwick, PE - Project Manager

The Dogwood Drive Pedestrian & Transportation Improvement Project incorporates infrastructure improvements to the existing pedestrian sidewalk that has currently deteriorated to a less than desirable passageway from South Central Avenue to North Avenue. The improvements address new ADA compliant concrete sidewalks, new concrete curb and gutter, ADA compliant curb ramps, a new pedestrian crossing at the Norfolk Southern railroad consisting of a flush concrete sidewalk within the limits of the existing pavement, pavement markings, bike lanes, asphalt overlay, brick paver strip, street lighting, signal upgrades, and street landscaping along both sides of the corridor. In addition to improving pedestrian facilities, this project provides a longitudinal drainage system where none exist currently for an urban roadway over 2,000' in length. Due to the extensive amount of underground utilities and driveway cuts in this corridor, the new system was designed with a single truck line in one of the travel lanes and lateral pipes to trench grates at various locations along the gutter line to minimize gutter spread, a non-standard but effective approach to a drainage problem.



New Peachtree Road Ped. & Bicycle Improvements (Federally Funded) City of Doraville, Georgia

Luke Howe, Economic Development
(770) 451-8745 x229 · luke.howe@doravillega.us

Status: 2019, expected
Cost: \$2.7 Million
Team: Sam Serio, PE - Project Principal
Robert Renwick, PE - Project Manager

The City of Doraville received LCI Funds from the Atlanta Regional Commission (ARC) to improve its New Peachtree Road Corridor. As one of the City's principal arteries adjacent to its civic activity center and the Doraville MARTA Station, New Peachtree Road serves to connect citizens and visitors alike. However, at 5-lanes wide, its current footprint is grossly out of scale with vehicular demand. With little remaining space for sidewalks and bicycle facilities, the availability for balanced transportation alternatives suffers. This project aims to correct this by giving New Peachtree a road diet, reducing the roadway to 3-lanes. The width freed up would allow for construction of bicycle facilities where none exist and improved pedestrian conditions meeting ADA requirements and with vegetative buffers.

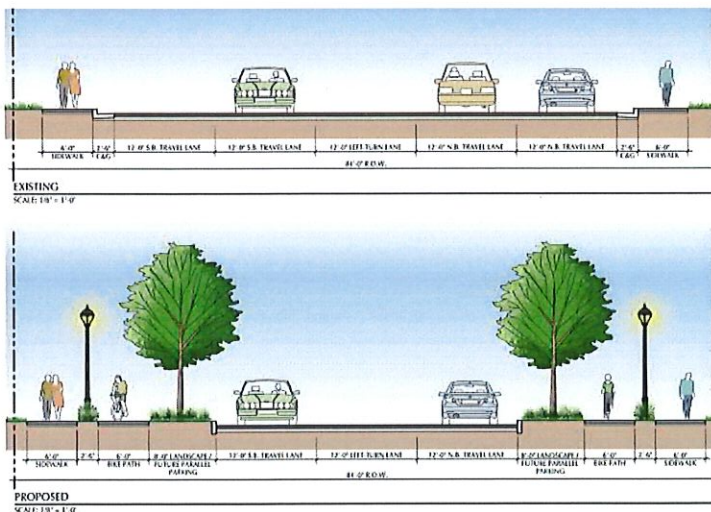
In addition to these improvements, vehicular facilities will also be improved with the rebuilding of roadway surfaces. Other proposed enhancements include pedestrian and bicycle crossings, pedestrian scale lighting and other street furnishings, ADA-accessible curb ramps, and street trees and shrub plantings. The project includes new traffic signals at four intersections.



BEFORE



AFTER

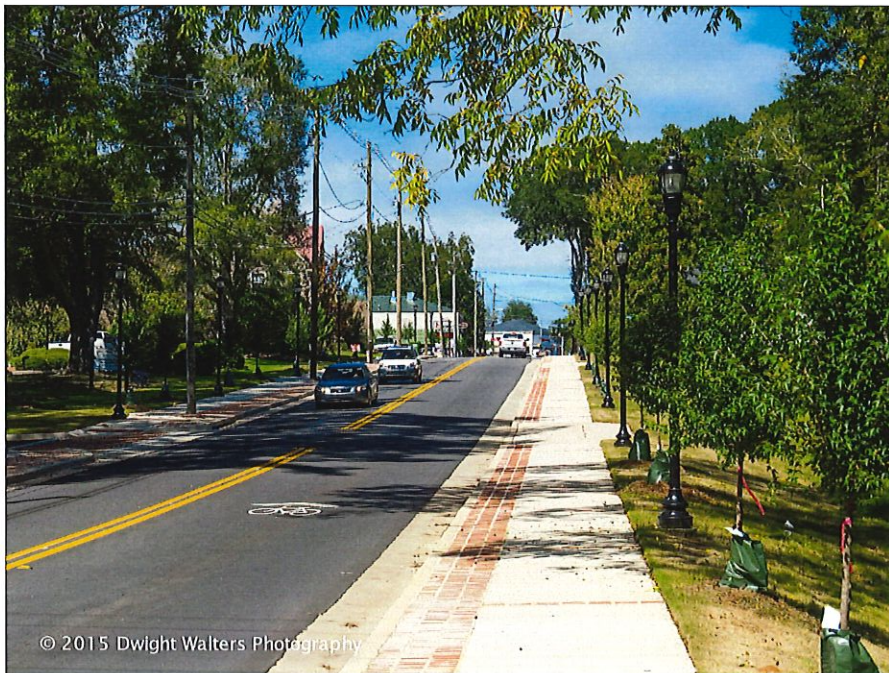


- Field Surveying
- Surveying
- Concept Development
- Utility Coordination
- Engineering Design
- Public Meeting Coordination

South Broad Street Streetscape Improvements (Federally Funded) City of Monroe, Georgia

Logan Propes, City Administrator
(770) 267-7536 · lpropes@monroega.gov

Status: 2015
Cost: \$788,000
Team: Rick Gurney, PE - Project Principal
Sam Serio, PE - Project Manager



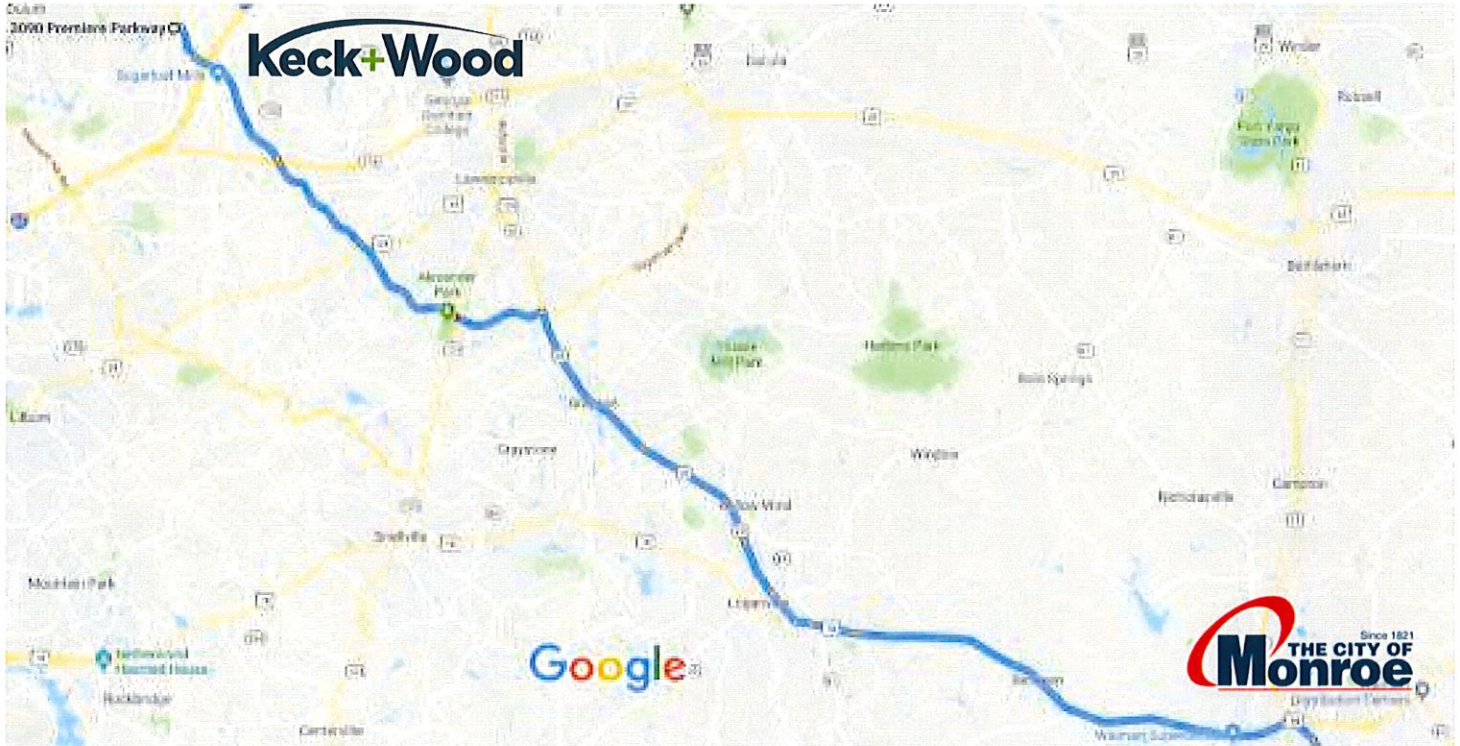
Keck & Wood, Inc. provided planning, design, and construction administration to the City of Monroe, Georgia for the South Broad Street Transportation Enhancement Project. The design provided streetscape improvements along South Broad Street, from Alcovy Street to Walker Street. Improvements included decorative sidewalks, landscaping, pedestrian lighting, roadway paving, overhead utility relocations, stormwater drainage upgrades and bicycle accommodations. Keck & Wood, Inc. provided conceptual design, preparation of design documents, assisted the City in the bidding process, and conducted contract administration/inspection. This project was designed within the existing Right-of-Way, reducing the impact on the projects budget and schedule.

Company Capabilities

We have recently hired our Project Manager, Jeanne Kerney, PE. As a result, she has ample capacity to commit the necessary time to complete the City of Monroe’s project on a timely basis. The Lead Design Engineer, Bryan Sartin, PE, has been with Keck & Wood for four years. Our Project Principal, Sam Serio, PE, and QA / QC Engineer, Robert Renwick, PE, have both been with Keck & Wood for over 10 years. Keck & Wood is confident that, to the best of its ability, it can assure the proposed staff will remain on the project until completion. In the event either Jeanne or Bryan are unable to remain on the project until completion, Keck & Wood’s Municipal Transportation Division has a seasoned staff of professional engineers that will be able to immediately assume project responsibilities with minimal or no disruption to the project schedule.

The Keck & Wood Municipal Transportation Group has approximately 8 months of backlog of work. This is a sufficient volume to assure that we will be able to retain all current staff and to work efficiently on the proposed project. If selected for this assignment, we anticipate beginning work immediately and completing the work on an aggressive schedule.

We have completed dozens of federally funded projects (similar in scope to this TAP project) all across the state of Georgia and are very familiar with this type of work. In 2015 we completed Monroe's South Broad Street TE project and currently are working on the North Broad Street LCI project. Our office is located less than 30 miles from the City of Monroe. This familiarity and proximity makes Keck & Wood the ideal choice for this project.



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION
 You are qualified to provide Consulting Services to the Department of Transportation for the
 area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
KECK & WOOD, INC. 2425 COMMERCE AVE., N.W., B#2100, S#300, DULUTH, GA 30086		September 15, 2018	September 14, 2020
SIGNATURE			
<i>Nical Patel</i>			
1. Transportation Planning - 1.01 State Wide Systems Planning - 1.02 Urban Area and Regional Transportation Planning - 1.03 Aviation Systems Planning - 1.04 Mass and Rapid Transportation Planning - 1.05 Alternate System and Corridor Location Planning - 1.06 Unknown - 1.06a NEPA Documentation - 1.06b History - 1.06c Air Studies - 1.06d Noise Studies - 1.06e Ecology - 1.06f Archaeology - 1.06g Freshwater Aquatic Surveys - 1.06h Bat Surveys - 1.07 Attitude, Opinion and Community Value Studies - 1.08 Airport Master Planning X 1.09 Location Studies - 1.10 Traffic Studies - 1.11 Traffic and Toll Revenue Studies - 1.12 Major Investment Studies X 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) - 3.09 Traffic Control System Analysis, Design and Implementation X 3.10 Utility Coordination - 3.11 Architecture X 3.12 Hydraulic and Hydrological Studies (Roadway) X 3.13 Facilities for Bicycles and Pedestrians - 3.14 Historic Rehabilitation - 3.15 Highway Lighting - 3.16 Value Engineering - 3.17 Design of Toll Facilities Infrastructure		
2. Mass Transit Operations - 2.01 Mass Transit Program (Systems) Management - 2.02 Mass Transit Feasibility and Technical Studies - 2.03 Mass Transit Vehicle and Propulsion System - 2.04 Mass Transit Controls, Communications and Information Systems - 2.05 Mass Transit Architectural Engineering - 2.06 Mass Transit Unique Structures - 2.07 Mass Transit Electrical and Mechanical Systems - 2.08 Mass Transit Operations Management and Support Services - 2.09 Aviation - 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures - 4.01a Minor Bridges Design - 4.01b Minor Bridges Design CONDITIONAL - 4.02 Major Bridges Design - 4.03 Movable Span Bridges Design - 4.04 Hydraulic and Hydrological Studies (Bridges) - 4.05 Bridge Inspection		
3. Highway Design Roadway X 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design X 3.02 Two-Lane or Multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers X 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas - 3.04 Multi-Lane, Limited Access Expressway Type Highway Design - 3.05 Design of Urban Expressway and Interstate - 3.06 Traffic Operations Studies - 3.07 Traffic Operations Design X 3.08 Landscape Architecture	5. Topography - 5.01 Land Surveying - 5.02 Engineering Surveying - 5.03 Geodetic Surveying - 5.04 Aerial Photography - 5.05 Aerial Photogrammetry - 5.06 Topographic Remote Sensing - 5.07 Cartography - 5.08 Subsurface Utility Engineering		
	6. Soils, Foundation & Materials Testing - 6.01a Soil Surveys - 6.01b Geological and Geophysical Studies - 6.02 Bridge Foundation Studies - 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) - 6.04a Laboratory Materials Testing - 6.04b Field Testing of Roadway Construction Materials - 6.05 Hazard Waste Site Assessment Studies		
	8. Construction X 8.01 Construction Supervision		
	9. Erosion and Sedimentation Control X 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program Rainfall and Runoff Reporting - 9.02 X 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations		

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NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
EDWARDS-PITMAN ENVIRONMENTAL, INC. 1250 WINCHESTER PKWY., #200, SMYRNA, GA 30080-6502	September 14, 2017	April 11, 2020
SIGNATURE <i>Nical Kessel</i>		
1. Transportation Planning - 1.01 State Wide Systems Planning - 1.02 Urban Area and Regional Transportation Planning - 1.03 Aviation Systems Planning - 1.04 Mass and Rapid Transportation Planning - 1.05 Alternate System and Corridor Location Planning - 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input checked="" type="checkbox"/> 1.06b History <input checked="" type="checkbox"/> 1.06c Air Studies <input checked="" type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input checked="" type="checkbox"/> 1.06f Archaeology <input checked="" type="checkbox"/> 1.06g Freshwater Aquatic Surveys - 1.06h Bat Surveys <input checked="" type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies - 1.08 Airport Master Planning <input checked="" type="checkbox"/> 1.09 Location Studies - 1.10 Traffic Studies - 1.11 Traffic and Toll Revenue Studies - 1.12 Major Investment Studies - 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) - 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination - 3.11 Architecture - 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians - 3.14 Historic Rehabilitation - 3.15 Highway Lighting - 3.16 Value Engineering - 3.17 Design of Toll Facilities Infrastructure	
2. Mass Transit Operations - 2.01 Mass Transit Program (Systems) Management - 2.02 Mass Transit Feasibility and Technical Studies - 2.03 Mass Transit Vehicle and Propulsion System - 2.04 Mass Transit Controls, Communications and Information Systems - 2.05 Mass Transit Architectural Engineering - 2.06 Mass Transit Unique Structures - 2.07 Mass Transit Electrical and Mechanical Systems - 2.08 Mass Transit Operations Management and Support Services - 2.09 Aviation - 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures - 4.01a Minor Bridges Design - 4.01b Minor Bridges Design CONDITIONAL - 4.02 Major Bridges Design - 4.03 Movable Span Bridges Design - 4.04 Hydraulic and Hydrological Studies (Bridges) - 4.05 Bridge Inspection	
3. Highway Design Roadway <input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design - 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers - 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas - 3.04 Multi-Lane, Limited Access Expressway Type Highway Design - 3.05 Design of Urban Expressway and Interstate - 3.06 Traffic Operations Studies - 3.07 Traffic Operations Design - 3.08 Landscape Architecture	5. Topography <input checked="" type="checkbox"/> 5.01 Land Surveying <input checked="" type="checkbox"/> 5.02 Engineering Surveying <input checked="" type="checkbox"/> 5.03 Geodetic Surveying - 5.04 Aerial Photography - 5.05 Aerial Photogrammetry - 5.06 Topographic Remote Sensing - 5.07 Cartography <input checked="" type="checkbox"/> 5.08 Subsurface Utility Engineering	
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	8. Construction <input checked="" type="checkbox"/> 8.01 Construction Supervision	
	9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program - 9.02 Rainfall and Runoff Reporting - 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**
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NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
WOLVERTON & ASSOCIATES 6746 SUGARLOAF PARKWAY, DULUTH, GA 30097-4507		February 9, 2017	February 9, 2020
SIGNATURE <i>Neal Kettel</i>			
1. Transportation Planning	<ul style="list-style-type: none"> - 1.01 State Wide Systems Planning - 1.02 Urban Area and Regional Transportation Planning - 1.03 Aviation Systems Planning - 1.04 Mass and Rapid Transportation Planning - 1.05 Alternate System and Corridor Location Planning - 1.06 Unknown - 1.06a NEPA Documentation - 1.06b History - 1.06c Air Studies - 1.06d Noise Studies - 1.06e Ecology - 1.06f Archaeology - 1.06g Freshwater Aquatic Surveys - 1.06h Bat Surveys - 1.07 Altitude, Opinion and Community Value Studies - 1.08 Airport Master Planning X 1.09 Location Studies X 1.10 Traffic Studies - 1.11 Traffic and Toll Revenue Studies - 1.12 Major Investment Studies - 1.13 Non-Motorized Transportation Planning 	3. Highway Design Roadway (continued)	<ul style="list-style-type: none"> X 3.09 Traffic Control System Analysis, Design and Implementation X 3.10 Utility Coordination - 3.11 Architecture X 3.12 Hydraulic and Hydrological Studies (Roadway) X 3.13 Facilities for Bicycles and Pedestrians - 3.14 Historic Rehabilitation - 3.15 Highway Lighting - 3.16 Value Engineering - 3.17 Design of Toll Facilities Infrastructure
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		6. Soils, Foundation & Materials Testing	<ul style="list-style-type: none"> - 6.01a Soil Surveys - 6.01b Geological and Geophysical Studies - 6.02 Bridge Foundation Studies - 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) - 6.04a Laboratory Materials Testing - 6.04b Field Testing of Roadway Construction Materials - 6.05 Hazard Waste Site Assessment Studies
		8. Construction	<ul style="list-style-type: none"> X 8.01 Construction Supervision
		9. Erosion and Sedimentation Control	<ul style="list-style-type: none"> X 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program - 9.02 Rainfall and Runoff Reporting - 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations

Keck & Wood, Inc.
3090 Premiere Parkway
Suite 200
Duluth, Georgia 30097

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 FEDERAL-AID PROJECT AGREEMENT**

RECIPIENT: 13-Georgia

FEDERAL PROJECT NO: 0016630

RECIPIENT PROJ. NO(S): 0016630

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration’s authorization to proceed with the project.

PROJECT TITLE: SR 11; HIGHLAND AVE & N LUMPKIN ST @ 3 LOCS IN MONROE, PE
PROJECT DESCRIPTION: SR 11; HIGHLAND AVE & N LUMPKIN ST @ 3 LOCS IN MONROE, PE
DUNS#: 019548796

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	03/21/2019
RIGHT-OF-WAY	
CONSTRUCTION	
OTHER	

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
M3E2	693JJ21930000M3E2GA0016630		\$425,000.00	80.00%	\$340,000.00	\$0.00
TOTAL			\$425,000.00		\$340,000.00	\$0.00

ESTIMATED TOTAL COST: \$425,000.00
TOTAL AUTHORIZED FOR PROJECT: \$340,000.00

TRANSPORTATION, GEORGIA DEPARTMENT OF

AVAILABLE FUNDS CERTIFIED BY:	EMMA DELOUIS	DATE:	03/04/2019
APPROVED AND REQUESTED BY:	Erik Rohde	DATE:	03/05/2019
AGRMT/MODIFY REQUESTED BY:	Ronda Britt	DATE:	03/05/2019

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY:	Cornelius Davis10	DATE:	03/14/2019
APPROVAL RECOMMENDED BY:	Jennifer Giersch	DATE:	03/21/2019
APPROVED AND AUTHORIZED BY:	Katy Allen	DATE:	03/21/2019

RECIPIENT REMARKS: INITIAL REQUEST FOR PE AUTHORIZATION
 This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
 and <http://edocket.access.gpo.gov/2020/pdf/2010-22706.pdf>.

DIVISION REMARKS:



To: City Council, Committee, City Administrator
From: Rodney Middlebrooks, Director of Water & Gas
Department: Water
Date: 5/7/2019
Description: Purchase - Water Materials for Stone Creek Subdivision

Budget Account/Project Name:

Funding Source: Tap fee Revenues

Budget Allocation: 0.00

Budget Available: 0.00

Requested Expense: \$67,432.50

Company of Purchase: Delta Municipal/Consolidated Pipe

Recommendation:

Approval to purchase water material for Stone Creek Subdivision

Staff recommends the APPROVAL to purchase 250 Neptune water meters, 250 Itron 100W erts & 250 double check valves from Delta Municipal. Also purchase 250 meter stops and 125 meter wye's from Consolidated Pipe & Supply. Total combined price - \$67,432.50

Background: With the increased development happening on our utility system and current lead times on material, we're asking your approval to purchase water material to avoid meter shortages.

Attachment(s):

Bid(s) - Delta Municipal Supply
 Consolidated Pipe & Supply
 Ferguson WaterWorks
 Core & Main

Delta

www.deltamunicipal.com

Quote

Delta Municipal Supply Company, Inc.

408 Jesse Cronin Road
Braselton, GA 30517

Date	Quote #
4/16/2019	9456

Bill To
City of Monroe Accounts Payable PO Box 1249 Monroe, GA 30655 EMAIL INVOICES

Ship To
City of Monroe 420 N. Broad St Building E Monroe, GA 30655

Your No.	Terms	Rep	FOB	Ship Via
Stone Creek Bid	Net 30 Days	JW	Destination	Best Way

Quantity	Description	Unit Price	Total
250	5/8" x 1/2" Neptune T-10 Water Meter E-Coder w/ Itron Connector	115.00	28,750.00
250	Itron 100W+ ERTs	72.49	18,122.50
250	3/4" x 5/8" x 5/8" AY McD 76100MWG Curb Stop CTS x MS	37.88	9,470.00
250	5/8" AY McD 711X-3JF 33 Dual Check Valve	29.00	7,250.00
125	AY I x 3/4 708YSGG Y Branch CTS x CTS	31.87	3,983.75
Total Purchase = \$54,122.50			
		Subtotal	\$67,576.25
		Sales Tax (0.00)	\$0.00
		Total	\$67,576.25

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions regarding this quote.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

"We Supply Service"

Consolidated Pipe & Supply, Inc.
 10887 Old Atlanta Hwy
 Covington, Ga 30014
 Phone (678)342-7666
 Fax (678)342-9666

Customer: City of Monroe
 Job Name: Stone Creek Water Meter Bid
 Location: Monroe, Ga
 Bid Date: 4/18/2019

<u>Item#</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
250		5/8"x 1/2" MM PD Meter w/Bronze Bottom, Acculinx Register & Inline Connector for Itron ERT (Meter lead time = 6-8 weeks from Mfr)	\$ 122.48	\$ 30,620.00
250		Itron 100W ERT (Sensus Protocol) w/Inline Connector (ERT lead time = Stock - 1 Week)	\$ 80.66	\$ 20,165.00
250		3/4"x 5/8" MU B24350 R N CTS Comp x Meter Swl Nut (Curb Stop lead time = Stock - 28 Day from Mfr)	\$ 37.38	\$ 9,345.00
250		5/8" Meter Swivel x 3/4" FNPT Inline Dual Check Valve (Dual Check lead time = 2-1/2 - 3 Weeks from Mfr)	\$ 31.12	\$ 7,780.00
125		1"x 3/4"x 3/4" MU H-15343 N CTS Comp Wye (Wye Branch lead time = Stock - 14 Days from Mfr)	\$ 31.72	\$ 3,965.00

Total

\$ 71,875.00

***** Bid Terms & Conditions *****

This quotation is our interpretation of the plans & specs provided. However, this list of material is in no way guaranteed & unit prices will govern throughout. Material warranties are those offered by the material manufacturers only, no other warranties are offered or implied. All sales are subject to credit approval & to the terms & conditions of Consolidated Pipe & Supply, Inc. Material returns are subject to prior approval, restocking fees & freight as applicable.

Total Purchase = \$13,310.00

- 1) Prices are firm for 30 days from the bid date.
- 2) FOB: Job site.
- 3) Payment Terms: Net 30 days.



FEL-GEORGIA WATERWORKS #554
 4655 BUFORD HIGHWAY
 NORCROSS, GA 30071-2810

Phone: 770-248-9037
 Fax: 770-840-9867

Deliver To:
 From: Bob Mcwhorter
 Comments:

11:27:51 APR 18 2019

FEL-GEORGIA WATERWORKS #554
 Price Quotation
 Phone: 770-248-9037
 Fax: 770-840-9867

Bid No: B452568
 Bid Date: 04/12/19
 Quoted By: BM

Cust Phone: 770-267-3429
 Terms: NET 10TH PROX

Customer: MONROE UTILITIES NETWORK
 CITY OF MONROE
 PO BOX 1249
 ATTN: ACCTS PAYABLES
 MONROE, GA 30655

Ship To: MONROE UTILITIES NETWORK
 CITY OF MONROE
 PO BOX 1249
 ATTN: ACCTS PAYABLES
 MONROE, GA 30655

Cust PO#: CHAD GRAVETTE

Job Name: STONE CREEK WM

Item	Description	Quantity	Net Price	UM	Total	Cust-Cd
SP-HVEF223C	5/8X1/2 420B BB ME8 SG 5' ITR CC	250	98.910	EA	24727.50	
HIERW1300402	100W ITRON ERT WITH CC	250	84.490	EA	21122.50	
FB43231WGNL	LF 3/4X5/8 B43-231W-G-NL BV	250	42.470	EA	10617.50	W0089
FHHC31313NL	LF 1/2X3/4 HHC31-313-NL DU CHK	250	62.560	EA	15640.00	
FY44243GNL	LF 1X3/4 Y44-243-G-NL Y BRCH	125	36.450	EA	4556.25	W0085

Net Total: \$76663.75
 Tax: \$0.00
 Freight: \$0.00
 Total: \$76663.75

No Purchase

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



To: City Council, Committee, City Administrator
From: Rodney Middlebrooks, Director of Water & Gas
Department: Water, Sewer, & Gas
Date: 5/7/2019
Description: Approval - Full-Cost Connection Fee & Rate Study

Budget Account/Project Name: 520-4440-521300

Funding Source: Consulting/Technical

Budget Allocation: 18,000.00

Budget Available: 18,000.00

Requested Expense: 17,500.00

Company of Purchase: Goodwyn, Mills & Cawood

Recommendation:

Staff recommends the APPROVAL to for GMC to provide a Full-Cost Connection Fee Study

Background: This study will provide an overall evaluation of each connection size as it relates to materials, labor and a pro-rated infrastructure costs to provide the service. Study will also include a rate study for water & sewer.

Attachment(s):

Bid(s)
 Goodwyn, Mills & Cawood
 Nelsnick Enterprises
 Carter & Sloope

**Goodwyn Mills Cawood**

6120 Powers Ferry Rd NW
Suite 350
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

February 1, 2019

Mr. Rodney Middlebrooks, Utilities Supt.
City of Monroe, Georgia
P.O. Box 1249
Monroe, Georgia 30655-1249

Re: Rate Evaluation

Dear Mr. Middlebrooks:

Per our recent discussion, I have given some thought to the costing of the rate study for the City. I am familiar with the capabilities of the software that Monroe uses for billing purposes and feel comfortable that we can glean the needed information to complete the requested rate study without a great deal of difficulty.

Based upon this knowledge, our primary focus will be to insure the model we create is accurate and matches the City's financial figures. Goodwyn, Mills & Cawood, Inc. (GMC) proposes to perform the financial analysis and evaluation of the City's rates to determine actual revenues versus expenses. The results will be presented to City officials as requested for determining if a rate increase is merited.

Additionally, GMC proposes to review and evaluate the City's existing water and sewer connection fee structure. This task will involve the overall cost evaluation of each connection size as it relates to materials, labor and a prorated infrastructure costs to provide the utility.

GMC appreciates the opportunity to provide you with a cost to complete the service as briefly outlined above. We propose to provide the services at our standard hourly rates with a limit not to exceed \$17,500.00. I am attaching a copy of our standard hourly rates for 2019. If the proposal is acceptable, please let me know and I will prepare a formal letter agreement for your signature.

Thank you for your consideration.

Sincerely,

Goodwyn, Mills & Cawood, Inc.

Charles A. Welch
Senior Client Manager
Attachment:



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December 26, 2018

Mr. Rodney Middlebrooks
Director of Water and Gas
215 North Broad Street
PO Box 725
Monroe, GA 30655

Subject: Scope of Work and Fee for Full-Cost Connection Fee and Rate Study

Dear Mr. Middlebrooks,

As a follow up to your recent request, Nelsnick Enterprises (NE) is pleased to provide you with the attached scope of work and fee to perform a full-cost connection fee study and optional water and wastewater rate study for the Monroe Utility Department. The work, if proposal is accepted by the City Council, will be performed using our standard billing rates for Calendar Year 2019.

This document is for inclusion in the agenda for the January Council Work Session. We would be happy to answer any questions or incorporate any modifications to finalize this proposal if needed. If the terms, scope and schedule are amenable to the Council, we would be available to proceed immediately given a notice-to-proceed/purchase order number.

Nelsnick greatly appreciates the opportunity to assist you and your team in these important financial tasks. Please do not hesitate to contact me directly at bsills@nelsnick.com or 706-340-5479 at your convenience.

With kind regards,

Robert W. Sills AICP
Nelsnick Enterprises Inc.

cc: Mr. Mak Yari P.E.



Project Understanding and Scope

Full-Cost Connection Fee and Water/Wastewater Rate Studies

Project needs were discussed in a scoping meeting on December 17, 2018 with Mr. Middlebrooks and Ms. Thompson representing the City of Monroe and Mr. Sills representing Nelsnick Enterprises. The discussion is summarized as follows. The City of Monroe desires to have documentation supporting a fair and equitable connection fee for new water and wastewater service. This would include analyzing the cost differential between inside city and outside city customers. Current tap fees are based on labor, materials and equipment, however, a formal calculation for the value of capacity has not been performed. Documentation supporting the full cost of a connection would be valuable for both existing customers in understanding these costs and new customer by showing a fair and equitable allocation of costs to the appropriate customer classes.

Additionally, since the data collection requirement would overlap a formal water and wastewater rate study, an optional scope for this service is provided. Since the data collection and some calculation are shared, a savings of approximately \$5,000 can be achieved by doing them together.

A full-cost connection fee (**FCCF**) study includes the analysis of financial, operating and asset data to calculate both a tap fee and system development charge (**SDC**) for a water or wastewater utility. The tap fee is the cost in materials, equipment and labor to physically connect and meter a new or add additional service to an existing customer. A system development charge is the fair share portion of the capacity of the collection, distribution, supply and treatment components of the utility. The Georgia Development Impact Fee Act (**DIFA**) provides procedures and restrictions on impact fees, however, water/wastewater utilities are exempt from the procedural requirements of DIFA as long as new development is treated fairly.

A water and wastewater rate study, also referred to as a cost of services analysis (**COSA**), includes analysis of financial, operating and asset data to calculate the cost to provide water and wastewater service to various customer classes. Combining these studies allows the use of the same core data needed for both. There are also calculations similar in both studies that can be performed simultaneously. The COSA would result in confirming revenue needs by customer class. This would be compared to the existing rate structure to identify equity and fairness issues, if any. Recommended changes to the existing rate structure as well as potential alternative rate structures would be provided.

The following tasks are proposed for the full-cost connection fee study.

Scope of Work FCCF (Phase 1)

Task 1.1 – Data Collection and Assessment

We propose that the first few weeks be devoted to data collection and analysis. A typical data needs list is provided at the end of this proposal; but, a final data needs list will be coordinated with the City staff as part of the Kick-off meeting. Nelsnick Enterprises (**NE**) has worked with various billing system platforms with other clients and understands potential



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limitations in both getting and using customer data. We also recognize the importance of maintaining the project schedule and will work with staff to avoid any delays in the deliverables.

Nelsnick will meet with the City billing staff regarding the capabilities of the Billing System. This will be both for data collection as well as rate structure implementation. Nelsnick shall also assess the current rate structure as implemented. This will serve as a baseline for any potential alternative or recommended rate structure changes. Nelsnick will also discuss with staff the administrative burdens of implementing a different rate structure, as necessary.

Nelsnick shall collect the financial information for the Water and Wastewater Utility, including latest Audits, Budgets and other worksheets used by the staff for financial planning and tracking purposes. We will assess the City's fund structure and its status as it relates to debt coverage's, reserves, capital funding and the ability to operate and maintain the water and wastewater systems.

Nelsnick shall collect, review, and prioritize needs with city staff within the Capital Improvements Program (CIP) as well as existing debts to assess the ability of the Water and Wastewater Utility to fund the projects or cover any required new debt payments for the future projects. Nelsnick shall also consider alternative funding sources as currently used by the City.

Task 1.2 – Kick-off Meeting

Shortly after receipt of the Notice-to-Proceed/Purchase Order, NE will schedule and conduct a project initiation meeting with the City staff to review the project schedule, deliverables and to discuss the general approach. We will also discuss and finalize the data needs list. The meeting will be held at a facility designated by the City of Monroe.

Task 1.3 – Tap and Meter Setting Cost

NE shall calculate the cost for physically connecting to the water and wastewater system. We have an existing model that would be adapted to Monroe's typical installations. The model has a database of typical staff and materials used. This would be updated in consultation with Utility staff using Monroe's data.

Task 1.4 – Fixed Asset Analysis

NE shall review the latest fix asset listing to establish the book value of the water distribution system and treatment plant and the wastewater collection system and treatment plant. Only assets that have a 10 year or greater expected useful life are allowed under DIFA. Assets descriptions must be sufficient to allow identifying system components, as well as identifying contributed assets.

Task 1.5 – Equivalent Residential Unit (ERU) Calculation

NE shall review the latest 24 months of billing volumes and treatment plant operations provided by the client to determine the ERU for the typical household. This also serves as the basis for calculating larger meters. The analysis shall include average and peak month



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volumes by meter size. NE shall verify the validity of the current meter ratios. If ratios have changed due to consumption pattern changes, NE shall propose new meter equivalent ratios.

Task 1.6 – Debt and Credit

NE shall update the cost of debt as used in determining system value. Since debt cost is recovered as part of the unit and or bases charge, a credit based on each ERU shall be calculated. NE shall use the latest growth projections as provided by the City of Monroe or from the local comprehensive plan, regional agencies, or state projections as appropriate.

Task 1.7 – Capital Projects

NE shall update the planned projects cost based on the latest approved CIP. Projects shall be designated either as Supply, Treatment, Collection, or Distribution. Costs will be provided by the City of Monroe.

Task 1.8 – FCCF Calculation, Draft Report and Review Meeting

NE shall provide the City of Monroe with documentation supporting the connection fee calculation and conduct a review meeting for their comments. NE will use methodology from American Water Works Association (AWWA) M1 manual. The AWWA M1 manual is a national standard used by many utilities in the calculation of cost-based rates, fees and charges. The methodology will be adapted to specific City of Monroe objectives and data available.

Task 1.9 – Final Connection Fee Calculation Documentation

NE shall provide Client with updated documentation supporting the connection fee calculation edited based on Client comments received.

General Meeting Requirements

The FCCF Study requires interaction with utility staff in identifying time, materials and equipment needed for a typical water and wastewater connection. Additionally, time will be needed for determining system capacity and identification of system asset components. These would typically be three separate meetings but can be combined depending on staff availability.

We would also recommend two internal review meetings to discuss data and assumptions used in the report and calculation prior to presenting to the City Council.

Deliverables

1. A tap fee calculation workbook (Excel) showing labor, time, materials, quantity, equipment and associated cost for each type of meter installed.
2. A system development charge calculation workbook (Excel) showing asset listing and value, calculation regarding the value by components, debt cost and



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debt related credits, planned projects and overall fee calculation using the ERU as a basis.

3. Documentation providing assumptions, summary tables and resulting fees. Findings and recommendations of the study will also be provided.
4. Presentation material if required.

Scope of Work COSA (Optional Phase 2)

Task 2.1 – Data Collection and Assessment

Data collection will have been performed as part of Phase 1. However, additional items will be requested for the COSA.

Task 2.2 – Fixed Asset Review/Analysis

With assistance from the City staff, the current fixed assets shall be analyzed with respect to the services they provide. This will include separating assets into water and wastewater systems and shared facilities and age of each facility. The COSA analysis will build upon the work performed in Task 1.4 but will expand into higher detail needed to perform a base-extra capacity cost analysis or other similar methodology from American Water Works Association (AWWA) M1 manual. The AWWA M1 manual is a national standard used by many utilities in the calculation of cost-based rates, fees and charges. The methodology will be adapted to specific City of Monroe objectives and data available.

Task 2.3 – Debt and Credit

NE shall assess current debt and how funds were used for each system. Part of this task will have been performed in Task 1.6 but provide additional detail. The rate study will address revenue needs for proper debt coverage ratios, other financial ratios and projected annual debt payments.

Task 2.4 – Capital Projects

Expanding on Task 1.7, NE shall provide additional detail concerning planned projects based on the latest approved CIP. The rate study will consider the need for additional debt to fund the CIP. An objective of balancing rate revenue needs and new debt to minimize rate increases will be part of the analysis.

Task 2.5 – Updated Calculation, Draft Report and Review Meeting

NE shall provide the City of Monroe with documentation supporting the COSA and conduct a review meeting for their comments.

Task 2.6 – Final Connection Fee Calculation Documentation

NE shall provide Client with updated documentation supporting the COSA edited based on Client comments received.



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General Meeting Requirements

The COSA requires interaction with utility staff in identifying cost centers related to the water and wastewater system. This includes asset depreciation and operating costs. In some cases, these costs may be shared between water and wastewater. An appropriate allocation methodology will be discussed with staff to fairly allocate these costs. These would typically be two separate meetings but can be combined at Monroe's request.

We would also recommend two internal review meetings to discuss data and assumptions used in the report and calculation prior to presenting to the City Council.

Deliverables

1. A comprehensive financial model (CFM) workbook (Excel) showing a projection of expenses and revenues over at least 5-years, with estimated rate increase requirements, if any, to maintain a positive fund balance and proper financial ratio's.
2. A cost of services analysis (COSA) workbook (Excel) showing asset listing and value, depreciation cost, operating cost and resulting mapped costs to customer class.
3. Documentation providing assumptions, summary tables and resulting fees. Findings and recommendations of the study will also be provided.
4. Presentation material if required.

Compensation

The fee for this effort (FCCF and COSA) will be for actual hours worked and direct project related expenses **not to exceed \$30,000** which includes a discount of \$5,000 (for doing both studies simultaneously). The following hourly rates are effective for calendar year 2019.

• Robert Sills AICP	Senior Financial Analysis	\$105/hour
• Mak Yari P.E.	Senior Environmental Engineer	\$140/hour
• Natasha Barreto	Instructional Designer	\$95/hour
• Ariene Afonso	Graphic Designer	\$60/hour

The full cost connection fee as a stand-alone project would be hourly max not to exceed \$15,000. The optional water and wastewater rate study can be performed for a fee not to exceed \$20,000, as a stand-alone project.



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Schedule

The schedule assumes data needed for the studies are available to the consultant within 2 weeks of the notice to proceed. A data needs list is attached and will be updated as part of the kick-off meeting based on data availability. The FCCF as a standalone project could be completed within 3 months.

Month 1 – Data Collection/Analysis

Month 2 – FCCF Draft Calculation

Month 3 – FCCF Final Calculation/COSA Draft Calculation

Month 4 – COSA Final Calculation

Month 5 – Final Review/Presentation Period (if needed)



Preliminary Data Needs

This is a preliminary list of data we would like to review as part of this project, some of these items may already be available online and will not require staff assistance. Also, the higher the detail, the more robust the analysis, where data is not available, surrogates may be used. Additional data may be necessary and will be developed based on input from the kick-off meeting.

- Latest asset listing showing description, location, acquisition cost, date, depreciation (must be able to distinguish water vs. sewer as well as component type (fire hydrant, meter, transmission, collection, distribution, treatment, storage) excel or other digital data format preferred *used in FCCF and COSA*
- Capacity information (monthly, peak day, hourly) *used in FCCF and COSA*
 - Distribution
 - Storage
 - Drinking Water Treatment
 - Supply
 - Collection
 - Wastewater Treatment
- Capital improvements plan/program detailed as in asset listing *used to determine revenue needs in cash flow analysis of COSA and system value in FCCF*
- Construction-in-progress detailed as in asset listing *used to determine revenue needs in cash flow analysis of COSA and system value in FCCF*
- Existing System debt list, amortization schedules and uses of funds (what projects were funded by debt?) *used to determine revenue needs in cash flow analysis of COSA and debt cost and rate revenue credit in FCCF*
- A minimum of two years of system data are required (five are preferred, excel or other digital data format preferred) *to calculate rate structures for COSA and ERU for FCCF*. These include the following:
 - Billing Volume Data (monthly and in electronic format) (must be able to distinguish water vs sewer, meter size, volume, actual service area, all billing codes, etc.)
 - Water pumped to system (monthly, peak hour, day if available)
 - Sewer treatment (monthly, peak hour, day if available)
- All water/wastewater contractual arrangements and/or intergovernmental agreements *used for cash flow/offsets to other customers in the COSA and FCCF*
- Latest Water/Wastewater Rate Study *used as benchmark and identification of basis for existing rate structure for COSA*
- Staff costs (averages by classification will do) *used in other fees calculations of FCCF*
- Material costs to install service line and meter *used in other fees calculations of FCCF*
- Last 5 years of Comprehensive Annual Financial Reports (CAFR) *part of our due diligence in financial health of enterprise fund (COSA and FCCF)*



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- Last 5 years of Budget Documents *part of our due diligence in financial health of enterprise fund (COSA and FCCF)*
- Fiscal Year to date financial information (revenues/expenses) *starting point for COSA*
- Current rate/fee structure *starting point for COSA*
- Water/Sewer ordinances and policies (an interview will be required) *starting point for COSA/FCCF*
- Any available system GIS data in ESRI shapefile format, especially to denote various service areas and their configuration (pipes/pumps/storage/lift stations etc.) *to establish cost/ volumes for each (FCCF and COSA)*
- Previous relevant/ applicable studies *due diligence (FCCF and COSA)*



Carter & Sloope
CONSULTING ENGINEERS

January 30, 2019

Mr. Chris Bailey
Central Services Director
City of Monroe
215 North Broad Street
Monroe, Georgia 30655

RE: City of Monroe, GA
Impact Fee Assessment Proposal
C & S Project No.: M6750.004

Dear Chris:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Monroe (Client or Owner). The proposed scope of work covers multiple areas which are generally described as:

- Review current tap/impact fees for consistency with State Law, existing City Ordinances and City Utility/Development regulations (if applicable)
- Make recommendations for proposed tap/impact fees based on criteria provided by the City of Monroe
- Coordinate with City of Monroe staff in person, by phone or by email

In general, this proposal will constitute an agreement to assist the Client reviewing current City of Monroe Tap/Impact Fees for consistency with local ordinances and State Law and propose Tap/Impact fees that will be based on criteria provided to Carter & Sloope by City personnel. Due to the uncertain nature of what will be specifically required as a part of this Project, Carter & Sloope proposes to preform the tasks on an hourly basis and to be paid based on the attached hourly rate chart.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Charlie Bridges, Project Manager
Project Manager



Tom H. Sloope, V.P.

Mr. Chris Bailey
Page 2

June 29th, 2018

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cc: File
Invoice File

Client Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

- I. Method and Terms of Payment: Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. Suspension: The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. Termination: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause*: Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
 - B. *For Convenience*: Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
 5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
 6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Accessibility. It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. Specification of Materials. The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or

service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

20. Indemnification.
- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
 - B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
21. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.
22. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

Classification	Hourly Billing Rate
Principal Engineer	\$185/hour
Senior Professional Engineer II	\$175/hour
Senior Professional Engineer I	\$160/hour
Staff Engineer	\$90/hour
Project Engineer I	\$100/hour
Project Engineer II	\$110/hour
Project Engineer III	\$120/hour
Project Engineer IV	\$130/hour
Project Engineer V	\$140/hour
Project Engineer VI	\$150/hour
Project Manager I	\$125/hour
Project Manager II	\$135/hour
Project Manager III	\$145/hour
Project Manager IV	\$155/hour
Design Technician	\$75/hour
Design Technician II	\$85/hour
Design Technician III	\$95/hour
CADD Drafter	\$55/hour
Construction Observer I	\$70/hour
Construction Observer II	\$90/hour
Administrative Support Staff I	\$55/hour
Administrative Support Staff II	\$65/hour
Administrative Support Staff III	\$75/hour
Registered Land Surveyor	\$100/hour
2-Person Survey Team	\$160/hour
GIS Technician	\$75/hour



To: Public Safety Committee, City Council
From: R.V. Watts, Police Chief
Department: Police
Date: 05/01/2019
Subject: Approval – Out of State Training for Police

Budget Account/Project Name: Travel Expense

Funding Source: 100-3200-523510

Budget Allocation: \$10,000.00

Budget Available: \$7,189.19

Requested Expense: \$290.00

Company of Purchase: Alabama Canine Law Enforcement
Training Center

Description:

Canine (K-9) Recertification at the Alabama Canine Law Enforcement Training Center. The Recertification Course will be from June 9, 2019 to June 14, 2019 in Northport, Alabama.

Background:

Cost will be \$200 for Recertification, \$250 for Housing, and \$290 for Per Diem.

Attachment(s):

Training Request Form and Expense Report

MONROE POLICE DEPARTMENT TRAINING REQUEST FORM



<input checked="" type="checkbox"/>	OFFICER REQUESTED TRAINING	<input type="checkbox"/>	SUPERVISOR REQUESTED TRAINING
-------------------------------------	-------------------------------	--------------------------	----------------------------------

OFFICER NAME: Ryan Gee 353 DATE: 04/10/2019
 SUPERVISORS NAME: D. Powell 312 SHIFT: JO

1. NAME OF COURSE REQUESTING: 2019 Canine Recertification (ACLEOTC)
 DATE AND LENGTH OF COURSE: 06/09/2019-06/14/2019 COST: \$450
 LOCATION OF COURSE: North Port Alabama HOTEL STAY REQUESTED: NO

2. NAME OF COURSE REQUESTING: _____
 DATE AND LENGTH OF COURSE: _____ COST: _____
 LOCATION OF COURSE: _____ Hotel Stay Requested: _____

3. NAME OF COURSE REQUESTING: _____
 DATE AND LENGTH OF COURSE: _____ COST: _____
 LOCATION OF COURSE: _____ Hotel Stay Requested: _____

4. NAME OF COURSE REQUESTING: _____
 DATE AND LENGTH OF COURSE: _____ COST: _____
 LOCATION OF COURSE: _____ Hotel Stay Requested: _____

SUPERVISOR: APPROVED NOT APPROVED INITIALS: DP DATE: 4/10/2019
 TRAINING OFFICER: APPROVED NOT APPROVED INITIALS: [Signature] DATE: 4-10-19
 CHIEF: APPROVED NOT APPROVED INITIALS: [Signature] DATE: 4-10-19

REASON NOT APPROVED: _____

- OFFICERS WHO WISH TO STAY AT THE TRAINING VENUE WILL BE PAID FOR TRAVEL 1 TRIP TO TRAINING AND 1 TRIP RETURN.
- OFFICERS WHO STAY AT TRAINING VENUE WILL BE ENTITLED TO PER DIEM AT THE RATE OF \$6 BREAKFAST, \$8 LUNCH, \$16 DINNER. THIS MUST BE REQUESTED TO CITY HALL 30 DAYS BEFORE TRAINING TO RECEIVE THE CHECK BEFORE LEAVING.
- OFFICERS WHO TRAVEL BACK AND FORTH FROM TRAINING WILL STILL ONLY BE PAID FOR TRAVEL 1 TRIP TO TRAINING AND 1 TRIP RETURN.
- IF YOU WISH TO STAY IN HOTEL FOR TRAINING, MUST BE INDICATED ON FORM AT TIME TURNED IN, MUST BE MORE THAN 60 MILES OR 90 MINUTES TRAVEL FOR HOTEL STAY
- DO NOT CLOCK IN FOR TRAINING, INSURE THAT YOU COMPLETE A TRAINING PAY FORM AND TURN INTO PAYROLL ONCE TRAINING IS APPROVED.
- A COPY OF CLASS SCHEDULE & CERTIFICATE MUST BE TURNED IN WITH PAY FORMS TO GET PAID FOR TRAINING.



City of Monroe Police Department

Training Pay Form

Employee Name: Ryan Gee Date: 05/02/2019Training Type: Inservice Off SiteName of Class: K-9 RecertTraining Date(s): 6-9-2019 to 6-14-2019Training Hours: 50-60Travel: Yes No

- For out of town training employees need to provide the following information:
 - Mapquest of mileage from Police Dept. to Training
 - Schedule of Class (start time / end time / daily schedule)
 - Certificate from training

CITY OF MONROE EXPENSE REPORT

Name: Ryan Gee Dept: MPD

Date	9-Jun	10-Jun	11-Jun	12-Jun	13-Jun	14-Jun		Totals
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Miles Driven								-
Reimbursement	-	-	-	-	-	-	-	-
Parking & Tolls								-
Auto Rental								-
Gas								-
Other (Rail or Bus)								-
Airfare								-
Transportation Total	-	-	-	-	-	-	-	-
Lodging								-
Other								-
Breakfast *		15	15	15	15	15.00		75.00
Lunch *	15	15	15	15	15	15.00		90.00
Dinner *	25	25	25	25	25			125.00
Sub-Total Meals	40.00	55.00	55.00	55.00	55.00	30.00	-	290.00
Lodging & Meals Total	40.00	55.00	55.00	55.00	55.00	30.00	-	290.00
Supplies/Equipment								-
Phone, Fax								-
Food Charged								-
Other								-
Other								-
Entertainment								-
Total Expenses/Day	40.00	55.00	55.00	55.00	55.00	30.00	-	290.00

Detailed Entertainment Record

Date	Item	Persons Entertained/ Business Relationship	Place Name & Location	Business Purpose	Amount

PURPOSE OF TRIP

SUMMARY

Alabama Canine Law Enforcement Officer Training Center (K-9 Recertification)	Total Expenses	290.00
NOTE: Class paid on McClungs p-card (\$450.00 - 200 for certification & 250 for housing)	Less Cash Advance	
	Less Amount Charged To City	
	Amount Due Employee	290.00
	Amount Due City	-

Prepared By _____ Date _____

Approved By _____ Date _____



To: City Council
From: Patrick Kelley
Department: Planning, Zoning and Code
Date: 03-26-19
Description: Variance requests 257 Boulevard

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation: NA

Budget Available: NA

Requested Expense: \$NA **Company of Purchase:** NA

Recommendation: Denial of the requested variances.

Background: This request would require the subdivision of an existing lot of record, which has been in existence since 1945 irrespective of the original Monland plat and which has been recorded as a singular tax parcel as recently as 12-10-2014, into two non-conforming lots. The average lot frontage in this R-1 zoned neighborhood approaches 100 linear feet as developed. R-1 Zoning requires 100' of frontage on perpendicular lots. This request would divide an existing lot with 95' of road frontage (already non-conforming) into two lots with increased non-conformity. The Zoning code prohibits increasing the non-conformity of existing non-conforming properties or uses. In addition, this lot has existed in its current configuration since the inception of Zoning regulations within the City in 1963. The subdivision of this lot, in rough calculations, as described in the petition, would also not allow conformance with building setbacks required by the Zoning ordinance. Other parameter that this request would not meet are minimum lot size (14,000 Sq. ft.), minimum square footage of "new construction" R-1 requires 1600 sq. ft. heated. Further, the ordinance states that if moved voluntarily for any reason for any distance, it must then be altered to conform to the requirements of the district to which it is moved. This request is contrary to the zoning ordinance in almost every instance.

Attachment(s):



City of Monroe
215 N. Broad Street

Plan Report

Plan NO.: VAR-000002 **82**

Plan Type: Variance
Work Classification: Variance
Plan Status: Fees Paid

Apply Date: 03/15/2019

Expiration:

Location Address

Parcel Number

257 BOULEVARD, MONROE, GA 30655

M0180125

Contacts

JAMES HOLDER **Applicant**
120 SECOND ST STE 101, MONROE, GA 30655
(678)256-9185

Description: Request for Variance of Sect 700.1 Table 11 - P&Z Mtg 4/16/19 @ 5:30 PM - Council Mtg 5/14/19 @ 6:00 PM 215 N Broad Street

Valuation: \$0.00
Total Sq Feet: 0.00

Fees	Amount
Single Family Rezone or Variance Fee	\$100.00
Total:	\$100.00

Payments	Amt Paid
Total Fees	\$100.00
Check # 1372	\$100.00
Amount Due:	\$0.00

Condition Name

Description

Comments

Insert a Plan notice prefix in the report text bank, entry: Plan_Notice_Prefix

Issued By: Debbie Adkinson

March 15, 2019

Date

Plan_Signature_1

Date

Plan_Signature_2

Date



Variance/Conditional Use Application

Application must be submitted to the Code Department 45 days prior to the Planning & Zoning

Meeting of: _____

Your representative must be present at the meeting

Street address 257 BOULEVARD Council District 4 / 8 Map and Parcel # 18-125
Zoning R-1 Acreage .56 Proposed Use Lot For Single Family Road Frontage 50 ft. / on BOULEVARD (street or streets)

Applicant Name JAMES R HOLDER
Address 120 2nd Suite 101
Phone # 678-256-9185
246

Owner Name _____
Address SAME
Phone # _____

Request Type: (check one) Variance Conditional Use _____

Nature of proposed use, including without limitation the type of activity proposed, manner of operation, number of occupants and/or employees, hours of operation, number of vehicle trips, water and sewer use, and similar matters:

I propose to use the vacant portion (Lot 21) to locate a house at 218 Blvd

State relationship of structure and/or use to existing structures and uses on adjacent lots;

This house is a historic home in a historic district compatible with other homes

State reason for request and how it complies with the Zoning Ordinance section 1425.5(1)-(10) & 1430.6(1)-(8):

See attached narrative

State area, dimensions and details of the proposed structure(s) or use(s), including without limitation, existing and proposed parking, landscaped areas, height and setbacks of any proposed buildings, and location and number of proposed parking/loading spaces and access ways:

This home to be moved has extended exposed rafters which makes the footprint 32' - 30 ft would give the 10' setbacks - square feet is narrow

State the particular hardship that would result from strict application of this Ordinance:

The hardship is that the lot would go unused the house would go unmoved - see narrative

Check all that apply: Public Water: Well: _____ Public Sewer: Septic: _____ Electrical: Gas:

For any application for an overlay district, a Certificate of Appropriateness or a letter of support from the Historic Preservation Commission or the Corridor Design Commission for the district is required.

Documents to be submitted with request:

- Recorded deed
- Survey plat
- Site plan to scale
- Proof of current tax status

- Application Fees:
- \$100 Single Family
 - \$300 Multi Family
 - \$200 Commercial

Each applicant has the duty of filing a disclosure report with the City if a contribution or gift totaling two hundred and fifty dollars (\$250.00) or more has been given to an official of the City of Monroe within the last two (2) years.

The above statements and accompanying materials are complete and accurate. Applicant hereby authorizes Code department personnel to enter upon and inspect the property for all purposes allowed and required by the zoning ordinance and the development regulations.

Signature *[Handwritten Signature]* Date: March 15 - 2019

**PUBLIC NOTICE WILL BE PLACED AND REMOVED BY THE CODE DEPARTMENT
SIGN WILL NOT BE REMOVED UNTIL AFTER THE COUNCIL MEETING.**

***Property owners signature if not the applicant**

Signature _____ Date: _____

Date: _____

Notary Public
Commission Expires: _____

I hereby withdraw the above application: Signature _____ Date _____

I AM ASKING THAT MY COPY OF PARRISH'S LETTER BE ATTACHED AS I ATTEMPT TO MAKE REFERENCE TO CERTAIN SECTIONS AS I EXPLAIN MY REASONING FOR THIS VARIANCE REQUEST.

IT MAY BE HELPFUL IN CONSIDERING THE MERITS OF MY NARRATIVE

[Handwritten Signature]

Variance Request

I am asking for a variance on the side set backs on a lot I currently own located at 257 Boulevard. I am asking that this lot be approved for the relocation of a historic home. The house is currently located at 211 Boulevard and is owned by the Methodist church.

This historic home was built in the early 1900's and its distinct architectural details have been preserved. The house has unique exposed rafter tails that are very long and scalloped and extend to the edge of the house footprint. These scalloped rafter tails are also present on the attic dormer making this home singular in its design within the historic district.

The lot I own is 50 ft wide as platted in 1906 in the Monland Subdivision as Lot 21. (see attached plat) I contend that my lot is a lot of record. This lot has been preserved as a lot by deed and plat but more importantly by its preservation as a vacant lot clearly intended for future use. I own the adjacent home and lot on the right side of the property and Robert Carter owns the house and lots to the left of the property. Mr. Carter is aware of my intention to move the historical home to my lot and has not made any objections known to me.

In order to preserve the specific design features of this historical home I would need a variance on the side set back from 10 ft to 9ft. This variance would prevent having to remove or distort the design details that are unique to this home.

Addressing The Ordinance As It Relates
To Moving The Historical Home Located At
211 Boulevard

Article 5 Section 500

Non-Conformities are defined as incompatible within the District involved with permitted uses. The uses are single family homes on lots as described on a plat of Monland Subdivision.

-What could be more compatible than moving a house within the historic district and not only keeping it in the same historic district but relocating it on the same street within the district?

1) The **Intent** of the ordinance is not to encourage the survival of non-conforming properties

- My lot has been called non-confirming by the code office. I am asking to move a conforming house from a non-conforming lot to another non-confirming lot. I contend that moving a historic home to a lot on the same street, same neighborhood, same historic district, and same mill district is not a non-conformity. The historic district guidelines encourage the survival of historic homes. Their goal is to protect and preserve history rather than the current trend to allow homes to fall into disrepair and then be condemned.

500.1- Non-Conforming Lots of Record

-I maintain the subject lot to which I intend to move the historical house is a lot of record. Clearly it was never built upon. This lot has been preserved as a vacant lot for future intent . The home I own on the adjacent lot was built within the footprint of the original lot. Not centered between the two lots as several houses on the street were built using two lots. Looking at 257 Boulevard you can clearly see one house built on a lot and one vacant lot next door.

500.2- Non-Conforming Uses

1. No use change
2. No increase
3. No increase in house size. No addition
4. Current owner has not abandoned. They are actively seeking a solution to remove the house

5. The City CAN consider a variance. This instance DOES provide a necessary improvement for the welfare of the general public.

- a. The lot from which the house is to be moved will become a public neighborhood playground built and maintained by the church
- b. A historic home with unique design details would be saved from falling into disrepair and being condemned.
- c. The spirit of the City's Historic District Regulations and Guidelines would be served by protecting and preserving a historic structure that is unique in design. The entire structure would be saved from future demolition and kept intact in its original neighborhood. The opportunity to maintain the historical integrity of an entire structure is a highly valued proposition in preservation.

500.3- Non-Conforming Structures

(2) Residential Structures

Not applicable. The structure already conforms. The ordinance does not limit or forbid moving

(H) Nothing prevents **You** from considering a variance. The house move is able to provide a necessary improvement for the welfare of the General Public and preserve a historic home.

(1) Moving the historic home down the street would free up land for a Community Playground

(2) Moving the historic home down the street would enable the church to expand its ministry and serve the community by providing a greatly needed Community Space in the Neighborhood

(3) If it is necessary for the Public Welfare for the City to establish protections for Historic Structures by creating Historic Districts. Then it is in the Welfare of the General Public to consider variances within reason to protect those structures.

There are times when ordinances and regulations can be counter productive to the established desire and intent of the City to preserve and protect its historic homes. These homes are not replaceable and a short drive around the City will find many of these homes in disrepair waiting to be condemned because the owner could not afford renovation and the option to move the home was not available. It is my hope the City will allow this unique home to be moved and preserved rather than losing another home that could have been saved.

I ask that you recommend granting this variance.

Thank You For Your Consideration

James R Holder



Whit Holder <whit@georgiareclaimed.com>

Fwd: NON-CONFORMING USE PROVISIONS

1 message

Rick Holder <j.rickholder@gmail.com>
To: Whit Holder <whit@georgiareclaimed.com>

Wed, Feb 20, 2019 at 12:00 PM

----- Forwarded message -----

From: **Rick Holder** <j.rickholder@gmail.com>
Date: Wed, Feb 20, 2019 at 11:59 AM
Subject: Fwd: NON-CONFORMING USE PROVISIONS
To: Amy Zapatka <amyz@socialcirclelawyer.com>

----- Forwarded message -----

From: **Pat Kelley** <PKelley@monroega.gov>
Date: Fri, Feb 15, 2019 at 2:48 PM
Subject: NON-CONFORMING USE PROVISIONS
To: Rick Holder <j.rickholder@gmail.com>
Cc: Logan Propes <LPropes@monroega.gov>

Mr. Holder,

Below please find the excerpts from the City of Monroe zoning ordinance relied upon in determining the feasibility of the house move you have inquired about.

The request made would increase the non-conformity of the target lot which would be contrary to the intent of the ordinance and its prohibition of increasing non-conformity of existing non-conformities.

The most pertinent sections to this instance are highlighted but, the sections have been included in their entirety.

It should be clear why it is believed that the request as submitted will not work or why the extent of variances needed is beyond the extent of anything anticipated by the ordinance.

In any case, it has been an enjoyable exercise thus far and if you develop any persuasive argument that has yet not been considered, we'll be happy to listen,

-PK

Permitted

City of Monroe, Georgia Page | 16 ZONING ORDINANCE

ARTICLE V

ARTICLE V: GENERAL STANDARDS FOR ALL DISTRICTS

Section 500 Non-Conforming Buildings and Uses.

WAS the least Mill district

Within the districts established by this Ordinance or later amendments, there exist lots, uses, structures, and characteristics of use lawful before this Ordinance was passed or amended, but not in conformity with this Ordinance or future amendments. Non-conformities are declared by this Article to be incompatible with permitted uses in the districts involved.

(1) Intent. It is the intent of these regulations to permit these non-conformities to continue until they are removed or ceased, but not to encourage their survival. It is further the intent that non-conformities shall not be used as grounds for adding other uses, structures, or characteristics of uses prohibited elsewhere in the same district, and that non-conformities shall not be enlarged, expanded or extended in any manner except as herein provided.

(2) Avoidance of Undue Hardship. To avoid undue hardship, nothing in these regulations shall be deemed to require a change in the plans, construction, or designated use of any building for which a building permit was issued as provided under Section 455 prior to the adoption of this Ordinance.

500.1 Non-Conforming Lots of Record.

The intent of the ~~or~~ Regulation not to cause undue hardship

(1) Single Non-Conforming Lots of Record. A single lot of record existing at the effective date of adoption or

3

amendment of this Ordinance that does not meet requirements for area, width, or both may only be built on if:

(a) yard dimensions and lot coverage requirements, except requirements for area, width, or both,

conform to the applicable regulations;

(b) variance for yard dimensions and lot coverage requirements are obtained in accordance with Section

variance may be obtained

1430;

(c) such lot does not have continuous frontage with other lots in the same ownership; and

(d) all other requirements of this Ordinance are met.

(2) Non-Conforming Lots of Record in Combination. If two (2) or more abutting lots or a combination of lots and

portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Ordinance, and if all or part of the lots do not meet the requirements established for lot width and area, said lots shall be considered an undivided parcel for the purpose of these regulations. No portion of said parcel shall be used or sold in a manner that diminishes compliance with lot width and area requirements established by these regulations. Nor shall any division of any parcel be made which creates a lot with a width or area less than specified by the requirements stated in this Ordinance.

yes

?

Lot of Record

500.2 Non-Conforming Uses.

Where, prior to adoption of this Ordinance or amendments thereto, a lawful use exists that would not be permitted by these regulations, such use may be continued so long as it remains otherwise lawful; however:

- +* (1) no such use shall be changed to another non-conforming use;
- +* (2) no such use shall be increased nor extended by acquiring more land area than was owned or leased at the effective date of adoption or amendment of this Ordinance;
- +* (3) no such use shall be increased nor extended more than twenty-five (25%) percent greater gross floor area
- +* by addition to any building occupied by such uses at the effective date of adoption or amendment of this

Ordinance or by construction of additional buildings;

(4) if any such use is abandoned, regardless of the intent to resume use by the one having the right to use the property, no non-conforming use may be resumed. It shall be prima facie evidence of abandonment for the owner and/or one having the right to use the property to:

- (a) discontinue the non-conforming use for more than six (6) months;
- (b) fail to obtain a new or renew an existing business license and remit the business occupation tax required by the Code of Ordinances for the non-conforming use; or,
- (c) fail to declare and remit the sales tax required by state law for the non-conforming use.

(5) nothing in this Section shall prevent the City of Monroe from considering a variance from these provisions in specific instances where such a variance would provide a necessary improvement for the welfare of the general public.

500.3 Non-Conforming Structures.

Where prior to the adoption of this Ordinance or amendments thereto, a lawfully constructed structure exists that would not be permitted by these regulations, such structure may remain and continue to be used so long as it remains otherwise lawful provided that:

(1) Non-residential Structures

(a) no such structure shall be increased or extended to occupy additional gross floor area than was

occupied at the effective date of adoption or amendment of this Ordinance. Ordinary repairs, remodeling, repair or replacement of non-load bearing walls, fixtures, wiring, or plumbing are allowed provided that the gross floor area is not increased;

(b) no such structure shall be altered to increase its nonconformity, but any structure may be altered to

decrease its nonconformity. Any such alteration must comply with this Ordinance and must not in itself be nonconforming; and,

(c) should such a structure be hereafter damaged or destroyed by fire, explosion, windstorm, flooding, accident or calamity not caused by the owner or the one having the right to use the property, the owner may rebuild a structure having a gross floor area equal to or less than the destroyed structure. Any structure reconstructed by more than fifty percent (50%) of gross floor area must comply with this Ordinance and must not be itself non-conforming, with the exception of gross floor area;

(d) no such structure which has been legally condemned by the Code Enforcement Officer shall be used, altered or reconstructed except in accordance with the provisions of this Ordinance;

in conflict

(e) should such structure be voluntarily moved for any reason for any distance whatever, must then be altered to conform to the requirements of the district to which it is moved;

(f) when non-conforming, accessory structures shall be subject to the same provisions that govern the principal structure to which they are an accessory; and,

(g) nothing in this Section shall prevent the strengthening or restoring to a safe condition of any

structure or part thereof declared unsafe by any official charged with protecting the public safety, upon order of such official.

(2) Residential Structures

no alterations

OK (a) no such structure shall be altered to increase its nonconformity, but any structure may be altered to

decrease its nonconformity. Any such alteration must comply with this Ordinance and must not in itself be nonconforming;

OK (b) ordinary repairs, remodeling, repair or replacement of non-load bearing walls, fixtures, wiring, or plumbing are allowed provided that the footprint of the structure is not increased;

NA (c) should such a structure be hereafter damaged or destroyed by fire, explosion, windstorm, flooding, accident or calamity not caused by the owner of the property, the owner may rebuild a structure in the building footprint less than or equal to the destroyed structure. Any structure reconstructed to exceed the original footprint must comply with this Ordinance and must not be itself non-conforming;

NA (d) no such structure which has been legally condemned by the Code Enforcement Officer shall be used, altered or reconstructed except in accordance with the provisions of this Ordinance;

Historic (e) should such structure be voluntarily moved for any reason for any distance whatever, it must then be altered to conform to the requirements of the district to which it is moved;

ALREADY IN CONFLICT *EXCEPT - HISTORIC*
MAY NOT BE ALTERED UNLESS NOT ALTER

NA (f) when non-conforming, accessory structures shall be subject to the same provisions that govern the principal structure to which they are an accessory;

OK (g) nothing in this Section shall prevent the strengthening or restoring to a safe condition of any

OK structure or part thereof declared unsafe by any official charged with protecting the public safety, upon order of such official; and

(h) nothing in this Section shall prevent the City of Monroe from considering a variance from these provisions in specific instances where such variance would provide a **necessary improvement for the welfare of the general public.**

yes necessary

intent of historic district



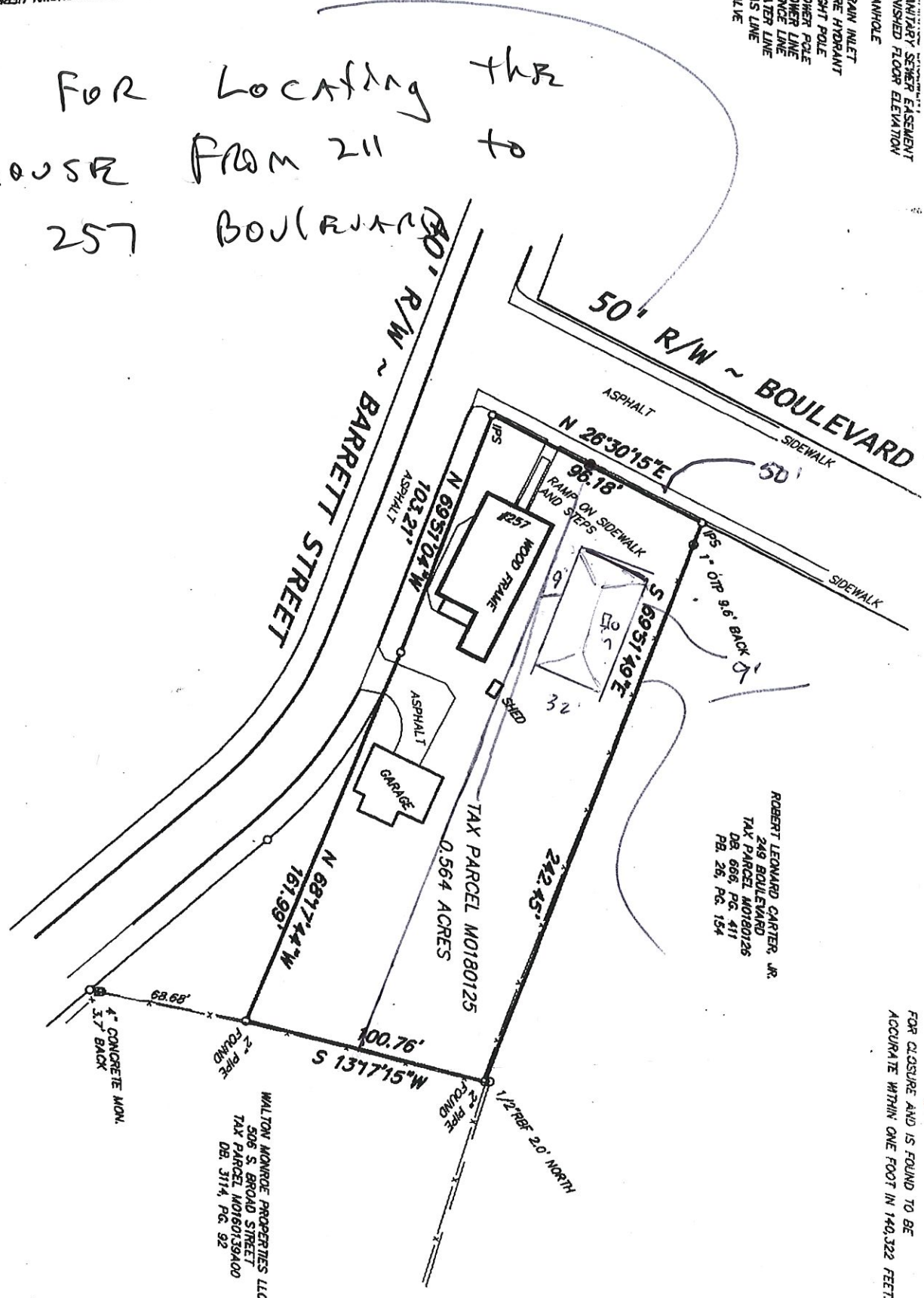
GRID NORTH GA. WEST ZONE

NOTE: BEARINGS & ELEVATIONS SHOWN HEREON ARE BASED UPON GPS SURVEY USING CHAMPION TRO EQUIPMENT AND GPS SOLUTIONS REAL TIME NETWORK ADJUSTMENT AS OF THE FIELD WORK DATE SHOWN.

SITE PLAN

- 93
- FINISHED FLOOR ELEVATION
- MANHOLE
- DRAIN INLET
- FIRE HYDRANT
- LIGHT POLE
- POWER POLE
- FENCE LINE
- WATER LINE
- GAS LINE
- VALVE

FOR LOCATING THE HOUSE FROM 211 TO 257 BOULEVARD



ROBERT LEONARD CARTER, JR.
 249 BOULEVARD
 TAX PARCEL M0180125
 DB. 666, PG. 411
 PB. 26, PG. 154

WALTON MOORE PROPERTIES LLC
 506 S. BROAD STREET
 TAX PARCEL M0160139A00
 DB. 3114, PG. 92

NOTE:
 THIS PLAT REPRESENTS A SURVEY OF EXISTING WALTON COUNTY TAX PARCEL M0180125 AND DOES NOT REQUIRE APPROVAL FOR RECORDING FROM THE MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY, PURSUANT TO O.C.G.A. 15-6-67(D).



FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 140,322 FEET.

OWNER:
 THE ESTATE OF ERASMUS WEBB
 C/O FRANCES JACKSON
 P.O. BOX 861

Return recorded document to:
 Preston & Malcom, P.C.
 110 Court Square
 Post Office Box 984
 Monroe, Georgia 30655
 File No.: 15-23808

Deed Doc: ESTD Rec#: 244766
Recorded 10/30/2015 04:25PM
 Georgia Transfer Tax Paid : \$29.50
 KATHY K. TROST
 Clerk Superior Court, WALTON County, GA
 Bk **03837** Pg **0469**

[Space above this line for recording]

ADMINISTRATOR'S DEED

STATE OF GEORGIA
 COUNTY OF WALTON

THIS INDENTURE, made the 26th day of October, 2015, between

FRANCES W. JACKSON,
 as Administrator of the **ESTATE OF ERASMUS H. WEBB, deceased,**

Late of Walton County, State of Georgia, hereinafter called Grantor, and

J. RICK HOLDER

of the County of **Walton** and State of **Georgia**, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **Ten Dollars and NO/100 and Other Good and Valuable Consideration (\$10.00) DOLLARS** in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

~~All of the Estate's undivided right, title, interest, and equity in and to the following described property:~~

All that tract or parcel of land, lying and being in the City of Monroe, Walton County, State of Georgia, and part of that Subdivision known as Monland Place and being lots No. 21 and 22, in Block Number 22, of Monland Place Subdivision, as shown by a Plat of the same made H. E. Burton, County Surveyor. Recorded in Deed Book I, page 287, Office of the Clerk of Walton Superior Court. Reference to said plat of survey and the record thereof being hereby made for a more complete description of the property conveyed.

Being the same property conveyed to Erasmus H. Webb dated October 16, 2002, recorded in Deed Book 29, page 195, Walton County, Georgia records.

Said property is sold and conveyed by virtue of an order of the Probate Court of Walton County entered after due notice of the application thereof by publication as required by law and pursuant to powers granted therein under O.C.G.A. §53-12-232 and after all requirements of law had been fully complied with; the property is conveyed pursuant to agreement of the heirs.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

ADMINISTRATOR'S DEED

STATE OF GEORGIA
COUNTY OF WALTON

THIS INDENTURE, made the 26th day of October, 2015, between

FRANCES W. JACKSON,
as Administrator of the **ESTATE OF ERASMUS H. WEBB, deceased,**

Late of Walton County, State of Georgia, hereinafter called Grantor; and

J. RICK HOLDER

of the County of **Walton** and State of **Georgia**, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **Ten Dollars and NO/100 and Other Good and Valuable Consideration (\$10.00) DOLLARS** in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All of the Estate's undivided right, title, interest, and equity in and to the following described property:

All that tract or parcel of land, lying and being in the City of Monroe, Walton County, State of Georgia, and part of that Subdivision known as Monland Place and being lots No. 21 and 22, in Block Number 22, of Monland Place Subdivision, as shown by a Plat of the same made H. E. Burton, County Surveyor. Recorded in Deed Book I, page 287, Office of the Clerk of Walton Superior Court. Reference to said plat of survey and the record thereof being hereby made for a more complete description of the property conveyed.

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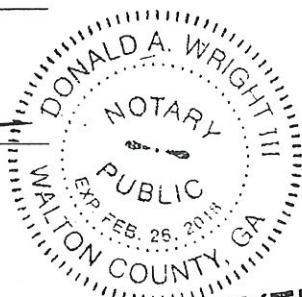
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public



SEAL AFFIXED

[Signature] (SEAL)
Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, Georgia

Return Recorded Document to:
PRESTON & MALCOM, P.C.
Attorneys at Law
Post Office Box 984
110 Court Street
Monroe, Georgia 30655
File #: 15-23808

Deed Doc: QCD Rec#: 244766
Recorded 10/30/2015 04:26PM
Georgia Transfer Tax Paid : \$0.00
KATHY K. TROST
Clerk Superior Court, WALTON County, GA
Bk 03837 Pg 0469

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, Made the 27th day of October, 2015, between Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and J. Rick Holder of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

All of Grantor's right, title, interest, and equity in and to the following:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, City of Monroe, located in Land Lot 37, 3rd Land District, containing 0.564 acres, more or less, as shown on a plat of survey entitled, "Boundary Survey For The Estate of Erasmus Webb," prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, Georgia Registered Land Surveyor No. 2921, dated December 10, 2014, recorded in Plat Book 110, Page 81, Clerk's Office, Walton Superior Court, Georgia records. Reference to said plat of survey and the record thereof hereby made for a more complete description.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Sally S. Garratt

(Unofficial Witness)

Donald A. Wright III

(Notary Public)



Frances W. Jackson (Seal)

Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, Georgia

THIS INDENTURE, Made the 27th day of October, 2015, between Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and J. Rick Holder of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

All of Grantor's right, title, interest, and equity in and to the following:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, City of Monroe, located in Land Lot 37, 3rd Land District, containing 0.564 acres, more or less, as shown on a plat of survey entitled, "Boundary Survey For The Estate of Erasmus Webb," prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, Georgia Registered Land Surveyor No. 2921, dated December 10, 2014, recorded in Plat Book 110, Page 81, Clerk's Office, Walton Superior Court, Georgia records. Reference to said plat of survey and the record thereof hereby made for a more complete description.

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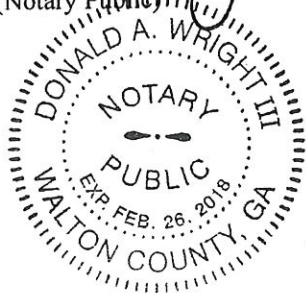
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

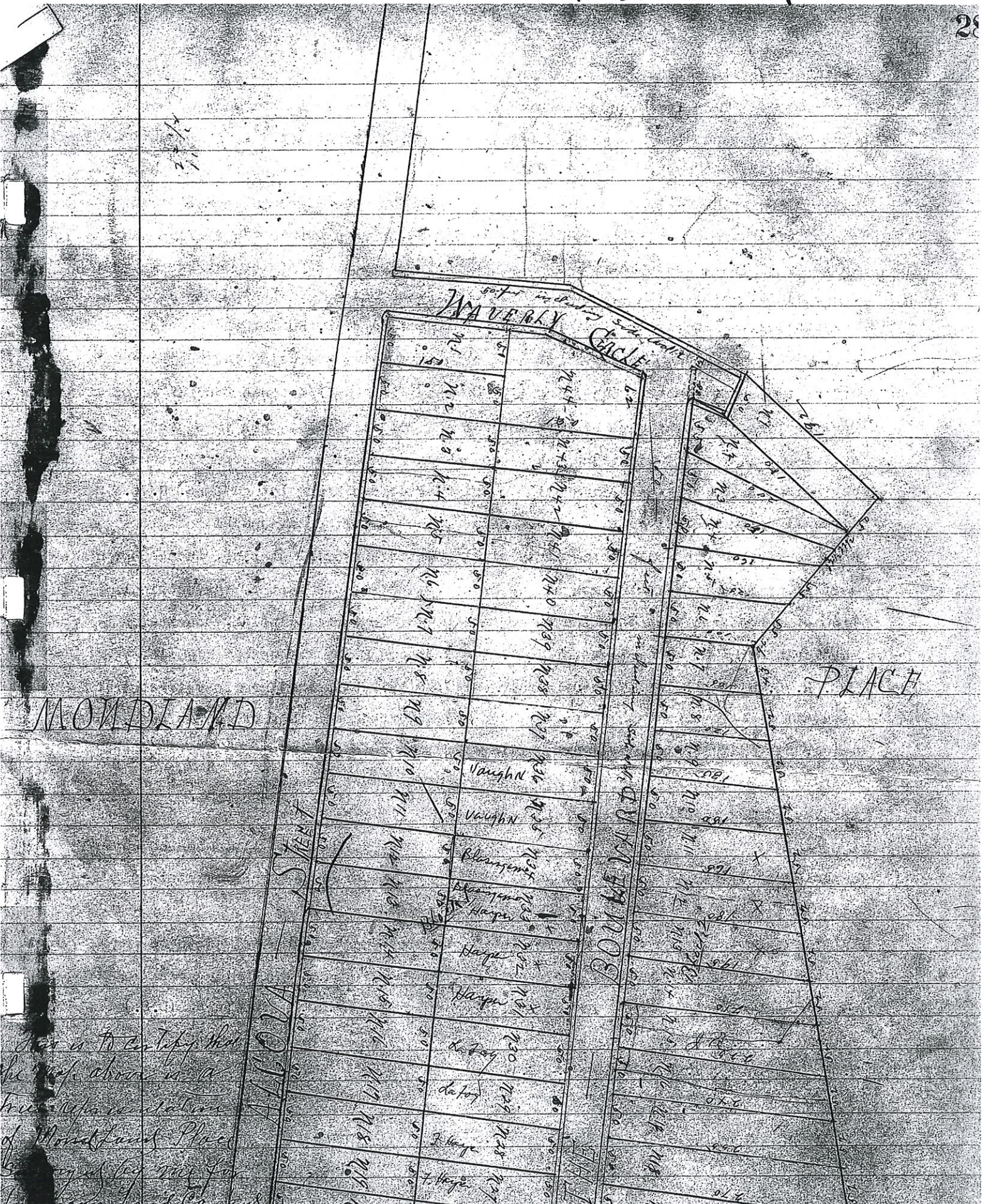
Sally S. Gerratt
(Unofficial Witness)

Donald A. Wright III
(Notary Public)

Frances W. Jackson (Seal)
Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, Georgia



SEAL AFFIXED



MONDLAND

PLACE

ALLOVA STREET

BOULEVARD

WAVERLY CIRCLE

As a to certify that
 the map above is a
 true and correct
 of Mondland Place
 as required by law for
 the Mondland Co.

Waverly Circle

Place

MONDLAND



This is to certify that the map above is a true representation of Mondland Place Survey of my for the Union Land Co. and Streets & Lanes & side walks, as shown on the above map.

Oct. 22 1904

A. E. Burton C.S.

Barnett Street

71	72	73	74	75	76	77	78	79	80	81	82	83
71	72	73	74	75	76	77	78	79	80	81	82	83
71	72	73	74	75	76	77	78	79	80	81	82	83

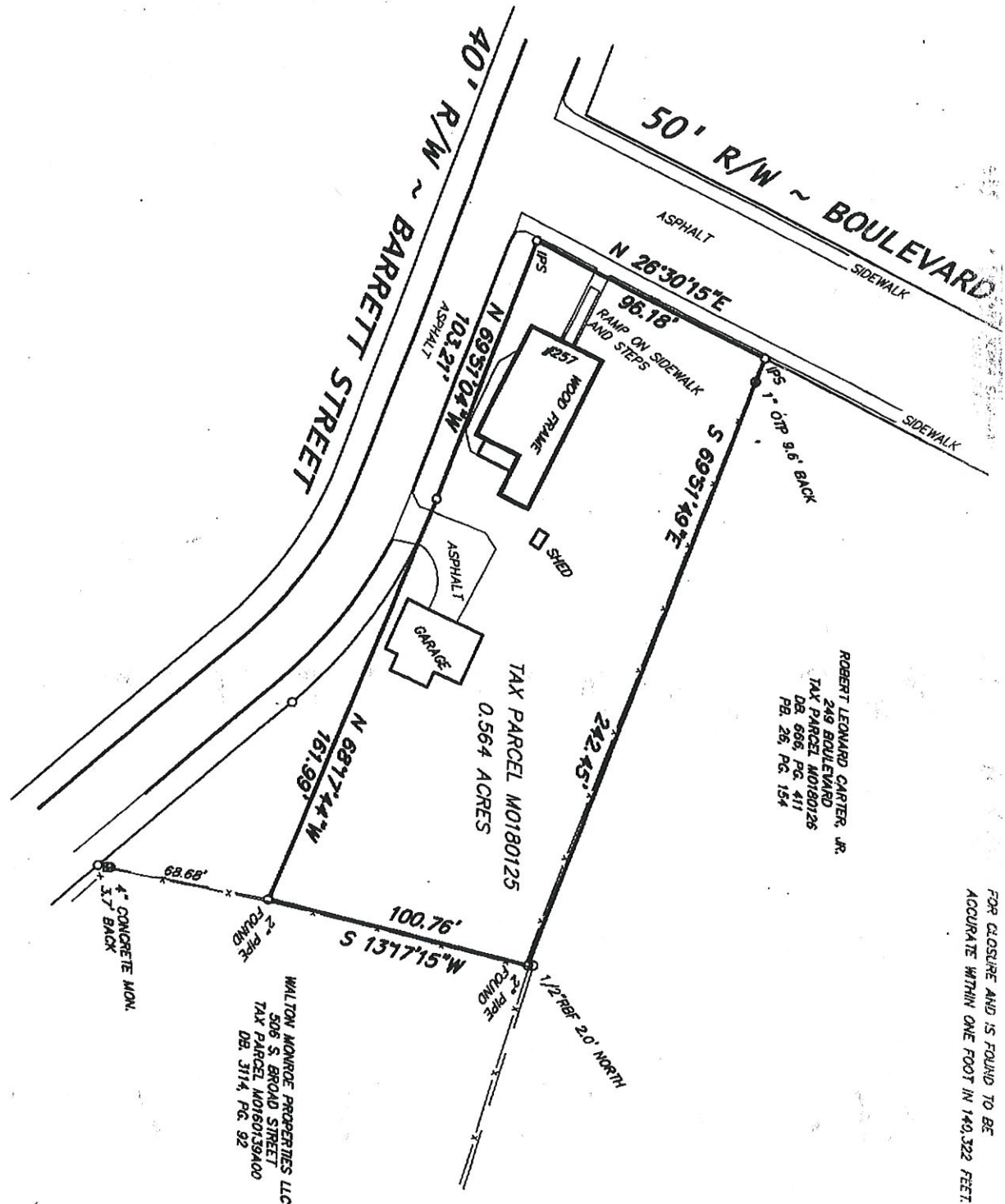
GRID NORTH GA. WEST ZONE

NOTE: BEARINGS & ELEVATIONS SHOWN HEREON ARE BASED UPON GPS SURVEY USING CHAMPION TKO EQUIPMENT AND GPS SOLUTIONS. REAL TIME NETWORK ADJUSTMENT AS OF THE FIELD WORK DATE SHOWN.

- FINISHED FLOOR ELEVATION
- MANHOLE
- DRAIN INLET
- FIRE HYDRANT
- LIGHT POLE
- POWER POLE
- POWER LINE
- FENCE LINE
- WATER LINE
- GAS LINE
- VALVE

100

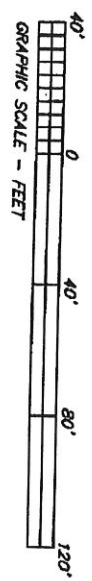
OWNER:
THE ESTATE OF ERASMUS WEBB
C/O FRANCES JACKSON
P.O. BOX 867



ROBERT LEONARD CARTER, JR.
249 BOULEVARD
TAX PARCEL M0180125
DB. 656, PG. 411
PB. 25, PG. 154

WALTON MONROE PROPERTIES LLC
508 S. BROAD STREET
TAX PARCEL M0160139400
DB. 3114, PG. 92

NOTE:
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FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 140,322 FEET.

2018 Property Tax Statement

Tax Commissioner
 303 South Hammond Drive STE 100
 Walton County Government Building
 Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

HOLDER J RICK
 1980 ALCOVY MOUNTAIN ROA

MONROE, GA 30655

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2018-0000017366	11/15/2018	\$0.00	\$1153.12	\$0.00	Paid 11/15/2018

Map: M0180-00000-125-000
 Location: 257 BOULEVARD
 Account No: 347320 010

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our office.

Tax Commissioner
 303 South Hammond Drive STE 100
 Walton County Government Building
 Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416



Tax Payer: HOLDER J RICK
 Map Code: M0180-00000-125-000
 Description: LOT
 Location: 257 BOULEVARD
 Bill No: 2018-0000017366

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions
0.00	0.00	0.0000	\$73,200.00	11/15/2018	08/08/2018		

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
CITY BOND	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.001979	\$57.95	\$0.00	\$57.95
CITY TAX	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.005298	\$274.45	-\$119.32	\$155.13
COUNTY	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.010905	\$389.57	-\$70.27	\$319.30
SCH BOND	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.0026	\$76.13	\$0.00	\$76.13
SCHOOL	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.0186	\$544.61	\$0.00	\$544.61
TOTALS					0.039382	\$1,342.71	-\$189.59	\$1,153.12

State law requires all tax bills to be mailed to the owner of record on January 1st. If property has been sold, please contact our office.

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy of this bill to your mortgage company. We encourage you to pay by mail or on our website at www.waltoncountypay.com

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition, certain elderly persons are entitled to additional homestead exemptions. Applications must be filed by April 1st.

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.

Current Due	\$1,153.12
Discount	\$0.00
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$1,153.12
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	11/15/2018

**NOTICE TO THE PUBLIC
CITY OF MONROE**

The City of Monroe has received a request for a variance of section 700.1 Table 11 of the Zoning Ordinance for 257 Boulevard. A public hearing will be held on April 16, 2019 before the Planning & Zoning Commission, at 5:30 P. M.

The City of Monroe has received a request for a variance of section 700.1 Table 11 of the Zoning Ordinance for 257 Boulevard. A public hearing will be held on May 14, 2019 before the Mayor and Council, at 6:00 pm.

The meeting will be held in City Hall Meeting Room, 215 North Broad Street. All those having an interest should be present.

**Please run on the
following date:**

March 31, 2019



To: City Council
From: Patrick Kelley
Department: Planning, Zoning and Code
Date: 03-26-19
Description: Variance requests 257 Boulevard

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation: NA

Budget Available: NA

Requested Expense: \$NA **Company of Purchase:** NA

Recommendation: Denial of the requested variances.

Background: This request would require the subdivision of an existing lot of record, which has been in existence since 1945 irrespective of the original Monland plat and which has been recorded as a singular tax parcel as recently as 12-10-2014, into two non-conforming lots. The average lot frontage in this R-1 zoned neighborhood approaches 100 linear feet as developed. R-1 Zoning requires 100' of frontage on perpendicular lots. This request would divide an existing lot with 95' of road frontage (already non-conforming) into two lots with increased non-conformity. The Zoning code prohibits increasing the non-conformity of existing non-conforming properties or uses. In addition, this lot has existed in its current configuration since the inception of Zoning regulations within the City in 1963. The subdivision of this lot, in rough calculations, as described in the petition, would also not allow conformance with building setbacks required by the Zoning ordinance. Other parameter that this request would not meet are minimum lot size (14,000 Sq. ft.), minimum square footage of "new construction" R-1 requires 1600 sq. ft. heated. Further, the ordinance states that if moved voluntarily for any reason for any distance, it must then be altered to conform to the requirements of the district to which it is moved. This request is contrary to the zoning ordinance in almost every instance.

Attachment(s):



City of Monroe
215 N. Broad Street

Plan Report

Plan NO.: VAR-00000 104

Plan Type: Variance
Work Classification: Variance
Plan Status: Fees Paid

Apply Date: 03/15/2019

Expiration:

Location Address

Parcel Number

257 BOULEVARD, MONROE, GA 30655

M0180125

Contacts

JAMES HOLDER **Applicant**
120 SECOND ST STE 101, MONROE, GA 30655
(678)256-9185

Description: Request for Variance of Sect 700.1 Table 11 - P&Z Mtg 4/16/19 @ 5:30 PM - Council Mtg 5/14/19 @ 6:00 PM 215 N Broad Street

Valuation: \$0.00
Total Sq Feet: 0.00

Fees	Amount
Single Family Rezone or Variance Fee	\$100.00
Total:	\$100.00

Payments	Amt Paid
Total Fees	\$100.00
Check # 1372	\$100.00
Amount Due:	\$0.00

Condition Name

Description

Comments

Insert a Plan notice prefix in the report text bank, entry: Plan_Notice_Prefix

Issued By: Debbie Adkinson

March 15, 2019

Date

Plan_Signature_1

Date

Plan_Signature_2

Date



Variance/Conditional Use Application

Application must be submitted to the Code Department 45 days prior to the Planning & Zoning

Meeting of: _____

Your representative must be present at the meeting

Street address 257 BOULEVARD Council District 4 / 8 Map and Parcel # 18-125
Zoning R-1 Acreage .56 Proposed Use Lot For Single Family Road Frontage 50 ft. / on BOULEVARD (street or streets)

Applicant Name JAMES R HOLDER
Address 120 2nd Suite 101
Phone # 678-256-9185
246

Owner Name _____
Address SAME
Phone # _____

Request Type: (check one) Variance Conditional Use _____

Nature of proposed use, including without limitation the type of activity proposed, manner of operation, number of occupants and/or employees, hours of operation, number of vehicle trips, water and sewer use, and similar matters:

I propose to use the vacant portion (Lot 21) to locate a house at 218 Blvd

State relationship of structure and/or use to existing structures and uses on adjacent lots;

This house is a historic home in a historic district compatible with other homes

State reason for request and how it complies with the Zoning Ordinance section 1425.5(1)-(10) & 1430.6(1)-(8):

See attached narrative

State area, dimensions and details of the proposed structure(s) or use(s), including without limitation, existing and proposed parking, landscaped areas, height and setbacks of any proposed buildings, and location and number of proposed parking/loading spaces and access ways:

This home to be moved has extended exposed rafters which makes the footprint 32' - 30 ft would give the 10' setbacks - square footage is narrow

State the particular hardship that would result from strict application of this Ordinance:

The hardship is that the lot would go unused the house would go unmoved - see narrative

Check all that apply: Public Water: Well: _____ Public Sewer: Septic: _____ Electrical: Gas:

For any application for an overlay district, a Certificate of Appropriateness or a letter of support from the Historic Preservation Commission or the Corridor Design Commission for the district is required.

Documents to be submitted with request:

- Recorded deed
- Survey plat
- Site plan to scale
- Proof of current tax status

- Application Fees:
- \$100 Single Family
 - \$300 Multi Family
 - \$200 Commercial

Each applicant has the duty of filing a disclosure report with the City if a contribution or gift totaling two hundred and fifty dollars (\$250.00) or more has been given to an official of the City of Monroe within the last two (2) years.

The above statements and accompanying materials are complete and accurate. Applicant hereby authorizes Code department personnel to enter upon and inspect the property for all purposes allowed and required by the zoning ordinance and the development regulations.

Signature *[Handwritten Signature]* Date: March 15 - 2019

**PUBLIC NOTICE WILL BE PLACED AND REMOVED BY THE CODE DEPARTMENT
SIGN WILL NOT BE REMOVED UNTIL AFTER THE COUNCIL MEETING.**

*Property owners signature if not the applicant

Signature _____ Date: _____

Date: _____

Notary Public
Commission Expires: _____

I hereby withdraw the above application: Signature _____ Date _____

I AM ASKING THAT MY COPY OF PARRISH'S LETTER BE ATTACHED AS I ATTEMPT TO MAKE REFERENCE TO CERTAIN SECTIONS AS I EXPLAIN MY REASONING FOR THIS VARIANCE REQUEST.

IT MAY BE HELPFUL IN CONSIDERING THE MERITS OF MY NARRATIVE

[Handwritten Signature]

Variance Request

I am asking for a variance on the side set backs on a lot I currently own located at 257 Boulevard. I am asking that this lot be approved for the relocation of a historic home. The house is currently located at 211 Boulevard and is owned by the Methodist church.

This historic home was built in the early 1900's and its distinct architectural details have been preserved. The house has unique exposed rafter tails that are very long and scalloped and extend to the edge of the house footprint. These scalloped rafter tails are also present on the attic dormer making this home singular in its design within the historic district.

The lot I own is 50 ft wide as platted in 1906 in the Monland Subdivision as Lot 21. (see attached plat) I contend that my lot is a lot of record. This lot has been preserved as a lot by deed and plat but more importantly by its preservation as a vacant lot clearly intended for future use. I own the adjacent home and lot on the right side of the property and Robert Carter owns the house and lots to the left of the property. Mr. Carter is aware of my intention to move the historical home to my lot and has not made any objections known to me.

In order to preserve the specific design features of this historical home I would need a variance on the side set back from 10 ft to 9ft. This variance would prevent having to remove or distort the design details that are unique to this home.

Addressing The Ordinance As It Relates
To Moving The Historical Home Located At
211 Boulevard

Article 5 Section 500

Non-Conformities are defined as incompatible within the District involved with permitted uses. The uses are single family homes on lots as described on a plat of Monland Subdivision.

-What could be more compatible than moving a house within the historic district and not only keeping it in the same historic district but relocating it on the same street within the district?

1) The **Intent** of the ordinance is not to encourage the survival of non-conforming properties

- My lot has been called non-confirming by the code office. I am asking to move a conforming house from a non-conforming lot to another non-confirming lot. I contend that moving a historic home to a lot on the same street, same neighborhood, same historic district, and same mill district is not a non-conformity. The historic district guidelines encourage the survival of historic homes. Their goal is to protect and preserve history rather than the current trend to allow homes to fall into disrepair and then be condemned.

500.1- Non-Conforming Lots of Record

-I maintain the subject lot to which I intend to move the historical house is a lot of record. Clearly it was never built upon. This lot has been preserved as a vacant lot for future intent . The home I own on the adjacent lot was built within the footprint of the original lot. Not centered between the two lots as several houses on the street were built using two lots. Looking at 257 Boulevard you can clearly see one house built on a lot and one vacant lot next door.

500.2- Non-Conforming Uses

1. No use change
2. No increase
3. No increase in house size. No addition
4. Current owner has not abandoned. They are actively seeking a solution to remove the house

5. The City CAN consider a variance. This instance DOES provide a necessary improvement for the welfare of the general public.

- a. The lot from which the house is to be moved will become a public neighborhood playground built and maintained by the church
- b. A historic home with unique design details would be saved from falling into disrepair and being condemned.
- c. The spirit of the City's Historic District Regulations and Guidelines would be served by protecting and preserving a historic structure that is unique in design. The entire structure would be saved from future demolition and kept intact in its original neighborhood. The opportunity to maintain the historical integrity of an entire structure is a highly valued proposition in preservation.

500.3- Non-Conforming Structures

(2) Residential Structures

Not applicable. The structure already conforms. The ordinance does not limit or forbid moving

(H) Nothing prevents **You** from considering a variance. The house move is able to provide a necessary improvement for the welfare of the General Public and preserve a historic home.

- (1)** Moving the historic home down the street would free up land for a Community Playground
- (2)** Moving the historic home down the street would enable the church to expand its ministry and serve the community by providing a greatly needed Community Space in the Neighborhood
- (3)** If it is necessary for the Public Welfare for the City to establish protections for Historic Structures by creating Historic Districts. Then it is in the Welfare of the General Public to consider variances within reason to protect those structures.

There are times when ordinances and regulations can be counter productive to the established desire and intent of the City to preserve and protect its historic homes. These homes are not replaceable and a short drive around the City will find many of these homes in disrepair waiting to be condemned because the owner could not afford renovation and the option to move the home was not available. It is my hope the City will allow this unique home to be moved and preserved rather than losing another home that could have been saved.

I ask that you recommend granting this variance.

Thank You For Your Consideration

James R Holder



Whit Holder <whit@georgiareclaimed.com>

Fwd: NON-CONFORMING USE PROVISIONS

1 message

Rick Holder <j.rickholder@gmail.com>
To: Whit Holder <whit@georgiareclaimed.com>

Wed, Feb 20, 2019 at 12:00 PM

----- Forwarded message -----

From: **Rick Holder** <j.rickholder@gmail.com>
Date: Wed, Feb 20, 2019 at 11:59 AM
Subject: Fwd: NON-CONFORMING USE PROVISIONS
To: Amy Zapatka <amyz@socialcirclelawyer.com>

----- Forwarded message -----

From: **Pat Kelley** <PKelley@monroega.gov>
Date: Fri, Feb 15, 2019 at 2:48 PM
Subject: NON-CONFORMING USE PROVISIONS
To: Rick Holder <j.rickholder@gmail.com>
Cc: Logan Propes <LPropes@monroega.gov>

Mr. Holder,

Below please find the excerpts from the City of Monroe zoning ordinance relied upon in determining the feasibility of the house move you have inquired about.

The request made would increase the non-conformity of the target lot which would be contrary to the intent of the ordinance and its prohibition of increasing non-conformity of existing non-conformities.

The most pertinent sections to this instance are highlighted but, the sections have been included in their entirety.

It should be clear why it is believed that the request as submitted will not work or why the extent of variances needed is beyond the extent of anything anticipated by the ordinance.

In any case, it has been an enjoyable exercise thus far and if you develop any persuasive argument that has yet not been considered, we'll be happy to listen,

-PK

Permitted

City of Monroe, Georgia Page | 16 ZONING ORDINANCE

ARTICLE V

ARTICLE V: GENERAL STANDARDS FOR ALL DISTRICTS

Section 500 Non-Conforming Buildings and Uses.

WAS the least Mill district

Within the districts established by this Ordinance or later amendments, there exist lots, uses, structures, and characteristics of use lawful before this Ordinance was passed or amended, but not in conformity with this Ordinance or future amendments. Non-conformities are declared by this Article to be incompatible with permitted uses in the districts involved.

(1) Intent. It is the intent of these regulations to permit these non-conformities to continue until they are removed or ceased, but not to encourage their survival. It is further the intent that non-conformities shall not be used as grounds for adding other uses, structures, or characteristics of uses prohibited elsewhere in the same district, and that non-conformities shall not be enlarged, expanded or extended in any manner except as herein provided.

(2) Avoidance of Undue Hardship. To avoid undue hardship, nothing in these regulations shall be deemed to require a change in the plans, construction, or designated use of any building for which a building permit was issued as provided under Section 455 prior to the adoption of this Ordinance.

500.1 Non-Conforming Lots of Record.

The intent of the ~~or~~ Regulation NOT to cause undue hardship

(1) Single Non-Conforming Lots of Record. A single lot of record existing at the effective date of adoption or

3

amendment of this Ordinance that does not meet requirements for area, width, or both may only be built on if:

(a) yard dimensions and lot coverage requirements, except requirements for area, width, or both,

conform to the applicable regulations;

(b) variance for yard dimensions and lot coverage requirements are obtained in accordance with Section

variance may be obtained

1430;

(c) such lot does not have continuous frontage with other lots in the same ownership; and

(d) all other requirements of this Ordinance are met.

(2) Non-Conforming Lots of Record in Combination. If two (2) or more abutting lots or a combination of lots and

portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Ordinance, and if all or part of the lots do not meet the requirements established for lot width and area, said lots shall be considered an undivided parcel for the purpose of these regulations. No portion of said parcel shall be used or sold in a manner that diminishes compliance with lot width and area requirements established by these regulations. Nor shall any division of any parcel be made which creates a lot with a width or area less than specified by the requirements stated in this Ordinance.

yes

?

Lot of Record

500.2 Non-Conforming Uses.

Where, prior to adoption of this Ordinance or amendments thereto, a lawful use exists that would not be permitted by these regulations, such use may be continued so long as it remains otherwise lawful; however:

- +* (1) no such use shall be changed to another non-conforming use;
- +* (2) no such use shall be increased nor extended by acquiring more land area than was owned or leased at the effective date of adoption or amendment of this Ordinance;
- +* (3) no such use shall be increased nor extended more than twenty-five (25%) percent greater gross floor area
- +* by addition to any building occupied by such uses at the effective date of adoption or amendment of this

Ordinance or by construction of additional buildings;

(4) if any such use is abandoned, regardless of the intent to resume use by the one having the right to use the property, no non-conforming use may be resumed. It shall be prima facie evidence of abandonment for the owner and/or one having the right to use the property to:

- (a) discontinue the non-conforming use for more than six (6) months;
- (b) fail to obtain a new or renew an existing business license and remit the business occupation tax required by the Code of Ordinances for the non-conforming use; or,
- (c) fail to declare and remit the sales tax required by state law for the non-conforming use.

(5) nothing in this Section shall prevent the City of Monroe from considering a variance from these provisions in specific instances where such a variance would provide a necessary improvement for the welfare of the general public.

500.3 Non-Conforming Structures.

Where prior to the adoption of this Ordinance or amendments thereto, a lawfully constructed structure exists that would not be permitted by these regulations, such structure may remain and continue to be used so long as it remains otherwise lawful provided that:

(1) Non-residential Structures

(a) no such structure shall be increased or extended to occupy additional gross floor area than was

occupied at the effective date of adoption or amendment of this Ordinance. Ordinary repairs, remodeling, repair or replacement of non-load bearing walls, fixtures, wiring, or plumbing are allowed provided that the gross floor area is not increased;

(b) no such structure shall be altered to increase its nonconformity, but any structure may be altered to

decrease its nonconformity. Any such alteration must comply with this Ordinance and must not in itself be nonconforming; and,

(c) should such a structure be hereafter damaged or destroyed by fire, explosion, windstorm, flooding, accident or calamity not caused by the owner or the one having the right to use the property, the owner may rebuild a structure having a gross floor area equal to or less than the destroyed structure. Any structure reconstructed by more than fifty percent (50%) of gross floor area must comply with this Ordinance and must not be itself non-conforming, with the exception of gross floor area;

(d) no such structure which has been legally condemned by the Code Enforcement Officer shall be used, altered or reconstructed except in accordance with the provisions of this Ordinance;

in conflict

(e) should such structure be voluntarily moved for any reason for any distance whatever, must then be altered to conform to the requirements of the district to which it is moved;

(f) when non-conforming, accessory structures shall be subject to the same provisions that govern the principal structure to which they are an accessory; and,

(g) nothing in this Section shall prevent the strengthening or restoring to a safe condition of any

structure or part thereof declared unsafe by any official charged with protecting the public safety, upon order of such official.

(2) Residential Structures

no alterations

OK (a) no such structure shall be altered to increase its nonconformity, but any structure may be altered to

decrease its nonconformity. Any such alteration must comply with this Ordinance and must not in itself be nonconforming;

OK (b) ordinary repairs, remodeling, repair or replacement of non-load bearing walls, fixtures, wiring, or plumbing are allowed provided that the footprint of the structure is not increased;

NA (c) should such a structure be hereafter damaged or destroyed by fire, explosion, windstorm, flooding, accident or calamity not caused by the owner of the property, the owner may rebuild a structure in the building footprint less than or equal to the destroyed structure. Any structure reconstructed to exceed the original footprint must comply with this Ordinance and must not be itself non-conforming;

NA (d) no such structure which has been legally condemned by the Code Enforcement Officer shall be used, altered or reconstructed except in accordance with the provisions of this Ordinance;

Historic (e) should such structure be voluntarily moved for any reason for any distance whatever, it must then be altered to conform to the requirements of the district to which it is moved;

ALREADY IN CONFLICT *except - historic*

NA (f) when non-conforming, accessory structures shall be subject to the same provisions that govern the principal structure to which they are an accessory;

OK (g) nothing in this Section shall prevent the strengthening or restoring to a safe condition of any

OK structure or part thereof declared unsafe by any official charged with protecting the public safety, upon order of such official; and

(h) nothing in this Section shall prevent the City of Monroe from considering a variance from these provisions in specific instances where such variance would provide a **necessary improvement for the welfare of the general public.**

yes necessary

intent of historic district



GRID NORTH GA. WEST ZONE

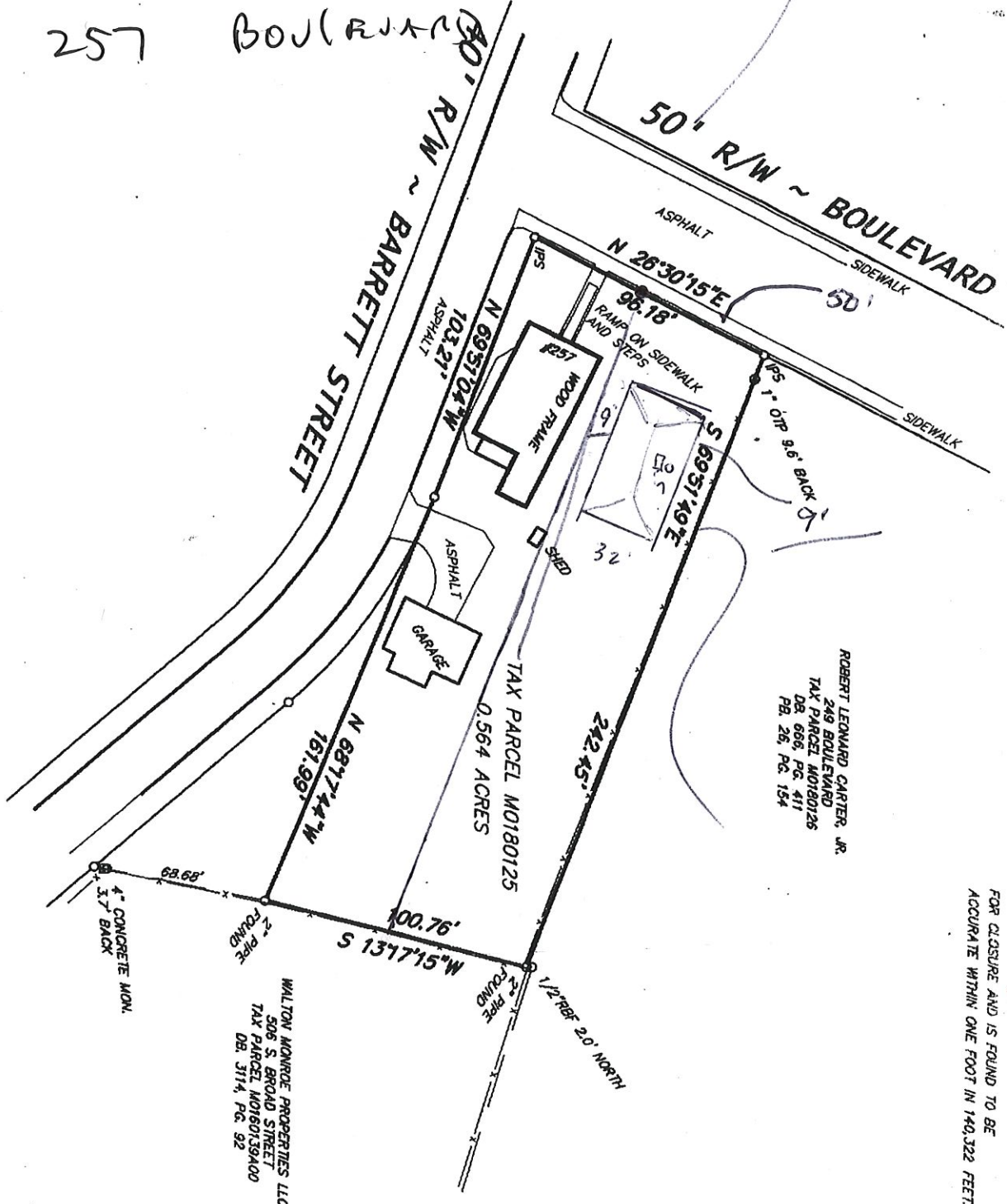
NOTE: BEARINGS & ELEVATIONS SHOWN HEREON ARE BASED UPON GPS SURVEY USING CHAMPION TRO EQUIPMENT AND GPS SOLUTIONS REAL TIME NETWORK ADJUSTMENT AS OF THE FIELD WORK DATE SHOWN.

SITE PLAN

- 115
- SANITARY SEWER EASEMENT
- FINISHED FLOOR ELEVATION
- MANHOLE
- DRAIN INLET
- FIRE HYDRANT
- LIGHT POLE
- POWER POLE
- FENCE LINE
- WATER LINE
- GAS LINE
- VALVE

FOR LOCATING THE HOUSE FROM 211 TO 257 BOULEVARD

OWNER:
THE ESTATE OF ERASMUS WEBB
C/O FRANCES JACKSON
P.O. BOX 861



NOTE: THIS PLAT REPRESENTS A SURVEY OF EXISTING WALTON COUNTY TAX PARCEL M0180125 AND DOES NOT REQUIRE APPROVAL FOR RECORDING FROM THE MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY, PURSUANT TO O.C.G.A. 15-6-67(D).



FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 140,322 FEET.

Return recorded document to:
 Preston & Malcom, P.C.
 110 Court Square
 Post Office Box 984
 Monroe, Georgia 30655
 File No.: 15-23808

Deed Doc: ESTD Rec#: 244766
Recorded 10/30/2015 04:25PM
 Georgia Transfer Tax Paid : \$29.50
 KATHY K. TROST
 Clerk Superior Court, WALTON County, GA
 Bk **03837** Pg **0469**

[Space above this line for recording]

ADMINISTRATOR'S DEED

STATE OF GEORGIA
 COUNTY OF WALTON

THIS INDENTURE, made the 26th day of October, 2015, between

FRANCES W. JACKSON,
 as Administrator of the **ESTATE OF ERASMUS H. WEBB, deceased,**

Late of Walton County, State of Georgia, hereinafter called Grantor, and

J. RICK HOLDER

of the County of **Walton** and State of **Georgia**, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **Ten Dollars and NO/100 and Other Good and Valuable Consideration (\$10.00) DOLLARS** in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

~~All of the Estate's undivided right, title, interest, and equity in and to the following described property:~~

All that tract or parcel of land, lying and being in the City of Monroe, Walton County, State of Georgia, and part of that Subdivision known as Monland Place and being lots No. 21 and 22, in Block Number 22, of Monland Place Subdivision, as shown by a Plat of the same made H. E. Burton, County Surveyor. Recorded in Deed Book I, page 287, Office of the Clerk of Walton Superior Court. Reference to said plat of survey and the record thereof being hereby made for a more complete description of the property conveyed.

Being the same property conveyed to Erasmus H. Webb dated October 16, 2002, recorded in Deed Book 29, page 195, Walton County, Georgia records.

Said property is sold and conveyed by virtue of an order of the Probate Court of Walton County entered after due notice of the application thereof by publication as required by law and pursuant to powers granted therein under O.C.G.A. §53-12-232 and after all requirements of law had been fully complied with; the property is conveyed pursuant to agreement of the heirs.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

ADMINISTRATOR'S DEED

STATE OF GEORGIA
COUNTY OF WALTON

THIS INDENTURE, made the 26th day of October, 2015, between

FRANCES W. JACKSON,
as Administrator of the **ESTATE OF ERASMUS H. WEBB, deceased,**

Late of Walton County, State of Georgia, hereinafter called Grantor; and

J. RICK HOLDER

of the County of **Walton** and State of **Georgia**, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **Ten Dollars and NO/100 and Other Good and Valuable Consideration (\$10.00) DOLLARS** in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All of the Estate's undivided right, title, interest, and equity in and to the following described property:

All that tract or parcel of land, lying and being in the City of Monroe, Walton County, State of Georgia, and part of that Subdivision known as Monland Place and being lots No. 21 and 22, in Block Number 22, of Monland Place Subdivision, as shown by a Plat of the same made H. E. Burton, County Surveyor. Recorded in Deed Book I, page 287, Office of the Clerk of Walton Superior Court. Reference to said plat of survey and the record thereof being hereby made for a more complete description of the property conveyed.

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TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

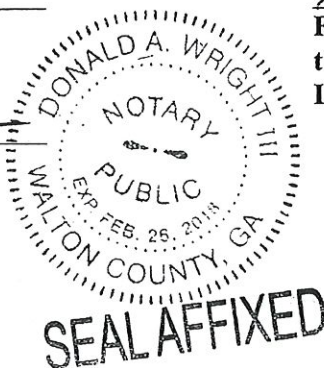
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, Georgia

[Signature]
Notary Public



1-1
9/3

Return Recorded Document to:
PRESTON & MALCOM, P.C.
Attorneys at Law
Post Office Box 984
110 Court Street
Monroe, Georgia 30655
File #: 15-23808

Deed Doc: QCD Rec#: 244766
Recorded 10/30/2015 04:26PM
Georgia Transfer Tax Paid : \$0.00
KATHY K. TROST
Clerk Superior Court, WALTON County, GA
Bk 03837 Pg 0469

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, Made the 27th day of October, 2015, between Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and J. Rick Holder of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,


All of Grantor's right, title, interest, and equity in and to the following:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, City of Monroe, located in Land Lot 37, 3rd Land District, containing 0.564 acres, more or less, as shown on a plat of survey entitled, "Boundary Survey For The Estate of Erasmus Webb," prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, Georgia Registered Land Surveyor No. 2921, dated December 10, 2014, recorded in Plat Book 110, Page 81, Clerk's Office, Walton Superior Court, Georgia records. Reference to said plat of survey and the record thereof hereby made for a more complete description.

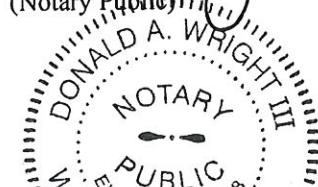
TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

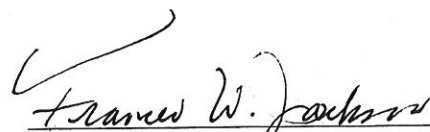
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:


(Unofficial Witness)


(Notary Public)




(Seal)
Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, Georgia

THIS INDENTURE, Made the 27th day of October, 2015, between Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and J. Rick Holder of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

All of Grantor's right, title, interest, and equity in and to the following:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, City of Monroe, located in Land Lot 37, 3rd Land District, containing 0.564 acres, more or less, as shown on a plat of survey entitled, "Boundary Survey For The Estate of Erasmus Webb," prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, Georgia Registered Land Surveyor No. 2921, dated December 10, 2014, recorded in Plat Book 110, Page 81, Clerk's Office, Walton Superior Court, Georgia records. Reference to said plat of survey and the record thereof hereby made for a more complete description.

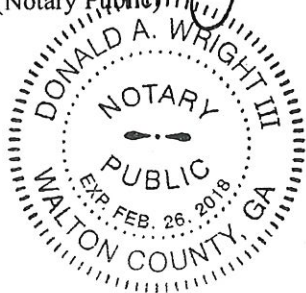
TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Sally S. Gerratt
(Unofficial Witness)

Donald A. Wright III
(Notary Public)



SEAL AFFIXED

Frances W. Jackson (Seal)
Frances W. Jackson, as Administrator of the Estate of Erasmus H. Webb, Deceased, Late of Walton County, Georgia

Waverly Circle

Place

MONDLAND



This is to certify that the map above is a true representation of Mondland Place Survey of my for the Union Land Co. and Streets & Lanes & side walks, as shown in the above map.

Oct. 22, 1904
 H. E. Burton C.S.

Barnett Street

71	72	73	74	75	76	77	78	79	80	81	82	83
71	72	73	74	75	76	77	78	79	80	81	82	83

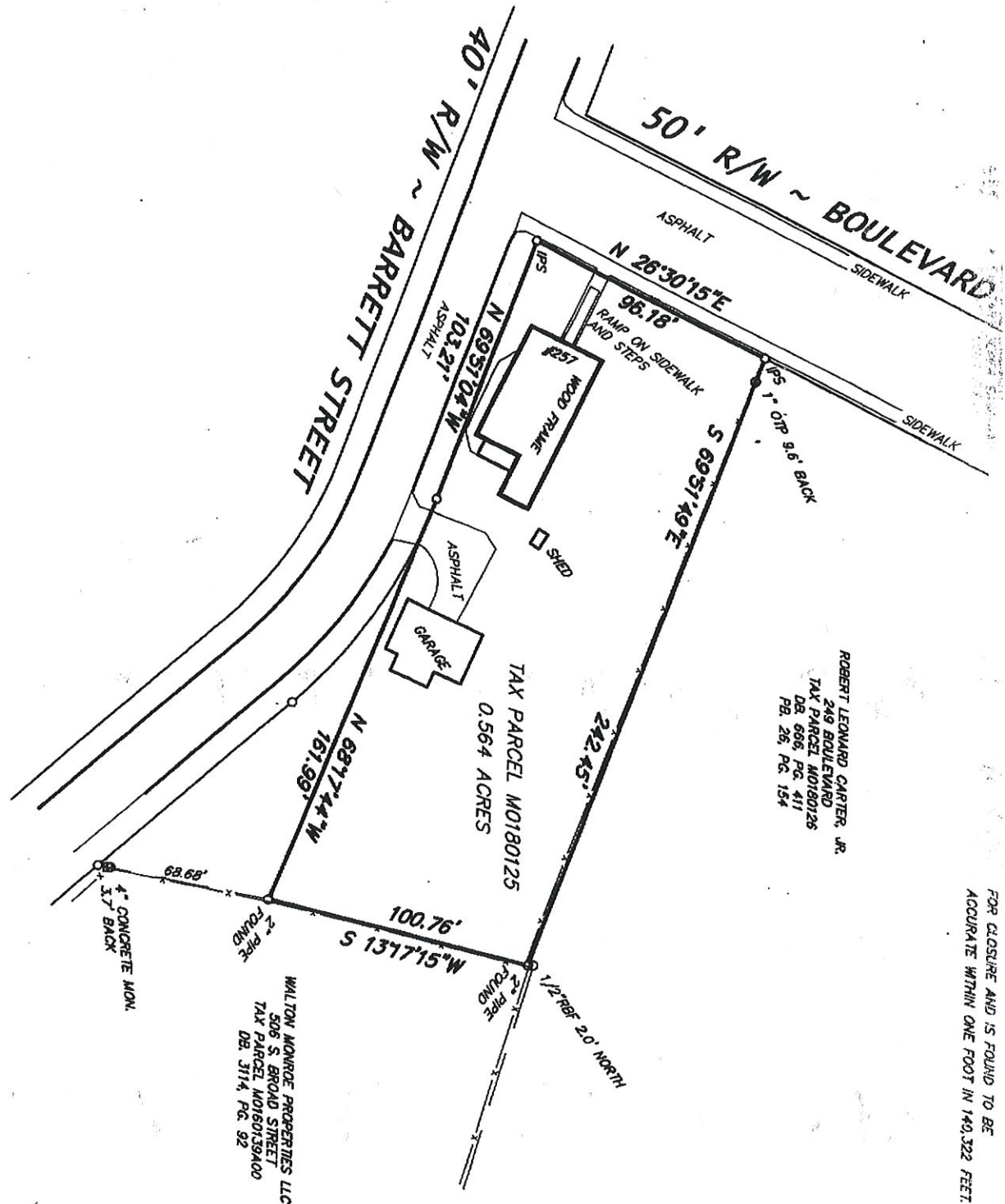
GRID NORTH GA. WEST ZONE

NOTE: BEARINGS & ELEVATIONS SHOWN HEREON ARE BASED UPON GPS SURVEY USING CHAMPION TKO EQUIPMENT AND GPS SOLUTIONS. REAL TIME NETWORK ADJUSTMENT AS OF THE FIELD WORK DATE SHOWN.

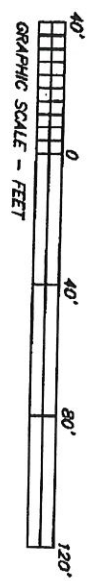
- FINISHED FLOOR ELEVATION
- MANHOLE
- DRAIN INLET
- FIRE HYDRANT
- LIGHT POLE
- POWER POLE
- POWER LINE
- FENCE LINE
- WATER LINE
- GAS LINE
- VALVE

122

OWNER:
THE ESTATE OF ERASMUS WEBB
C/O FRANCES JACKSON
P.O. BOX 867



NOTE:
THIS PLAT REPRESENTS A SURVEY OF EXISTING WALTON COUNTY TAX PARCEL M0180125 AND DOES NOT REQUIRE APPROVAL FOR RECORDING FROM THE MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY, PURSUANT TO O.C.G.A. 15-6-67(D).



FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 140,322 FEET.

2018 Property Tax Statement

Tax Commissioner
 303 South Hammond Drive STE 100
 Walton County Government Building
 Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

HOLDER J RICK
 1980 ALCOVY MOUNTAIN ROA
 MONROE, GA 30655

RETURN THIS PORTION WITH PAYMENT
 (Interest will be added per month if not paid by due date)

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2018-0000017366	11/15/2018	\$0.00	\$1153.12	\$0.00	Paid 11/15/2018

Map: M0180-00000-125-000
 Location: 257 BOULEVARD
 Account No: 347320 010

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our office.

Tax Commissioner
 303 South Hammond Drive STE 100
 Walton County Government Building
 Monroe, Georgia 30655
 Ph: 770-266-1736, Fax: 770-267-1416



Tax Payer: HOLDER J RICK
 Map Code: M0180-00000-125-000
 Description: LOT
 Location: 257 BOULEVARD
 Bill No: 2018-0000017366

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions
0.00	0.00	0.0000	\$73,200.00	11/15/2018	08/08/2018		

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
CITY BOND	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.001979	\$57.95	\$0.00	\$57.95
CITY TAX	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.005298	\$274.45	-\$119.32	\$155.13
COUNTY	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.010905	\$389.57	-\$70.27	\$319.30
SCH BOND	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.0026	\$76.13	\$0.00	\$76.13
SCHOOL	\$0.00	\$29,280.00	\$0.00	\$29,280.00	0.0186	\$544.61	\$0.00	\$544.61
TOTALS					0.039382	\$1,342.71	-\$189.59	\$1,153.12

State law requires all tax bills to be mailed to the owner of record on January 1st. If property has been sold, please contact our office.

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy of this bill to your mortgage company. We encourage you to pay by mail or on our website at www.waltoncountypay.com

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition, certain elderly persons are entitled to additional homestead exemptions. Applications must be filed by April 1st.

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.

Current Due	\$1,153.12
Discount	\$0.00
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$1,153.12
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	11/15/2018

**NOTICE TO THE PUBLIC
CITY OF MONROE**

The City of Monroe has received a request for a variance of section 700.1 Table 11 of the Zoning Ordinance for 257 Boulevard. A public hearing will be held on April 16, 2019 before the Planning & Zoning Commission, at 5:30 P. M.

The City of Monroe has received a request for a variance of section 700.1 Table 11 of the Zoning Ordinance for 257 Boulevard. A public hearing will be held on May 14, 2019 before the Mayor and Council, at 6:00 pm.

The meeting will be held in City Hall Meeting Room, 215 North Broad Street. All those having an interest should be present.

**Please run on the
following date:**

March 31, 2019



To: City Council
From: Logan Propes
Department: Administration
Date: 05-07-2019
Description: Intersection Changes

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation: NA

Budget Available: NA

Requested Expense: \$NA **Company of Purchase:** NA

Recommendation: *Approval of implementation of stop signs and other signage at the various intersection locations described below.*

Description: In an effort to increase safety at intersections and slow speed on some sections of road a request is being put forth to committee and council to modify the following intersections:

1. E. Church St./ S. Madison Ave. – change the intersection format from signalized to four-way stop sign.
2. Breedlove Dr./Alcovy St./Shamrock Dr. – change the intersection format from two-way stop to four-way stop.
3. Williams St./N. Midland Ave. – create a three-way stop sign intersection from one-way stop.
4. Edwards St./N. Madison Ave. – create a four-way stop sign intersection from a two-way stop.
5. Breedlove Dr./McDaniel St. – no right turns on red from Breedlove to McDaniel St.
6. Davis. St./S. Broad St. – No left turn between 7 a.m. and 7 p.m. from Davis St.

Attachment(s): Photos and descriptions of each intersection.



E. Church St. & South Madison Ave.

These two streets are the highest volume city streets but neither have the width for a dedicated turn lane. Throughout the day and especially during peak hours, those vehicles needing to turn left on green often cannot during the light cycle, which also increases risk taking and contributes to traffic backups. Additionally, these lights are nearing the end of their life cycle and are expensive to replace.

The proposal is to create a four-way stop sign intersection and turn the traffic signal to blinking red on all sides.



Alcovy St. & Breedlove Dr. & Shamrock Dr.

This intersection has heavy traffic throughout the day and a great deal of left turns from both Alcovy to Breedlove and Breedlove to Alcovy in particular. The left from Breedlove to Alcovy is compounded by sight line from three off the right of way and because of the angle of the intersection. Staff believes this intersection could benefit from a four-way stop change which will also be a speed deterrent or “break” along Alcovy street.

The proposal is to create a four-way stop sign intersection and turn the caution signal to blink red on all sides. Eventually this intersection may benefit from a roundabout installation as funding permits.



N. Midland Ave. & Williams St.

N. Midland traffic can carry excessive speed and suffers from line of sight issues from Williams St. when speeding occurs. This is a residential area and may benefit from safety of having a three-way stop sign intersection installed. Having a stop at Williams will also give better time for traffic to enter N. Midland from Edwards St. just to the north.

The proposal is to create a three-way stop at this intersection.



N. Madison Ave. & Edwards St.

Speed and line of sight issues impede the ability traffic to safely turn onto or cross over N. Madison. This area of N. Madison is a very long stretch of street without traffic "breaks." There is a heavy pedestrian presence in this area with it being mostly residential with one convenience store nearby.

The proposal is to create a four-way stop at this intersection.



Breedlove Dr. & McDaniel St.

Facing northwest on Breedlove Dr. at the stop bar of the intersection there is little visibility to the left from McDaniel St. when vehicles are attempting a right turn on red onto McDaniel St. There have been number accidents at this intersection. The light cycle is relatively short so waiting for a green light will not cost drivers a great deal of lost time.

The proposal is to implement a “No right turn on Red” sign on Breedlove Dr. to McDaniel St.



Davis St. & S. Broad St.

Due to high volume of traffic at this intersection and the fact that traffic frequently backs up here in all directions, left turns may become high risk maneuvers. Modeling the overall success of the “no left turn from 7 a.m. to 7 p.m.” signage at McDaniel St. and S. Broad St. may help alleviate some peak daytime traffic and accidents. There are signalized intersections just north of Davis and several gridded streets just south of Davis that can allow for left turns onto S. Broad in an easier fashion.

The proposal is to implement a “no left turn from 7 a.m. to 7 p.m.” sign on Davis St. for entry onto S. Broad. St.

MEMO

Client: Mr. Logan Propes, City Administrator
Client Office: City of Monroe
Project: Alcovy Street at Breedlove Drive Intersection Analysis
K&W Project Number: 180170
Date: April 29, 2019
From: Sam J. Serio, PE
Office: Keck & Wood, Inc.

The City of Monroe requested that the intersection of Alcovy Street at Breedlove Drive/Shamrock Drive be examined to determine if operational improvements could be made to benefit the eastbound left turn movement and the northbound left turn movement.

Turning movement counts were obtained at the intersection from 6:00 AM to 6:00 PM at 15-minute intervals on Thursday, November 8, 2018. A traffic signal warrant analysis was conducted using these counts. The traffic signal warrants were not met because there is not enough mainline traffic on Alcovy Street. The delay on Breedlove Drive was evaluated using HCS7, the software that evaluates the Level of Service (LOS) and delay for an unsignalized intersection based on the 2016 Highway Capacity Manual. The results are shown in Table 1: Summary of Level of Service and Delay. The results of the existing intersection analysis did not indicate an unacceptable level of service (LOS E or F) or extremely long delays. However, several alternatives were explored to test whether making changes to the intersection in traffic control or lane configuration would improve the delay on Breedlove Drive as well as on Alcovy Street in the northbound direction.

In addition to the LOS and delay information stated above, looking at the geometry and surrounding topography at this location shows that existing trees could be impacting the view from Breedlove Drive. This impact to intersection sight distance could be causing vehicles to hesitate or delay when entering Alcovy Street. This will need to be verified in the field.

Table 1 indicates that there are three options that stand out as the preferred options for improving the delay on Breedlove Drive and the overall intersection: (1) Mini-roundabout, (2) Add EB Right-Turn Lane (Two-Way Stop), and (3) Add All-Way Stop Control.

(1) Mini-roundabout – While this alternative is more costly and impactful to the surroundings than other options, it is more efficient and would move traffic through the intersection with fewer conflicts. A mini-roundabout will reduce delay at the intersection better than the other alternatives evaluated (see Table 1).

(2) Add EB Right-Turn Lane (Two-Way Stop) – This alternative would be a low-cost solution that would slightly reduce the LOS and delay for the Breedlove Drive approach. Adding this lane would change the LOS in the PM Peak from a LOS C to LOS B.

(3) Add All-Way Stop Control – Utilizing the existing geometry, this alternative would be a low-cost solution that would slightly reduce the LOS and delay for the Breedlove Drive approach. This alternative was included due to the several reported accidents that have occurred at this intersection lately, and due to the potential visual impact the existing trees are having on the Breedlove Drive approach. Adding this lane would change the LOS in the PM Peak from a LOS C to LOS B.

Table 1: Summary of Level of Service and Delay

INTERSECTION	EXISTING GEOMETRY (TWO-WAY STOP)		EXISTING GEOMETRY (WITH ALL-WAY STOP*)		ADD EB RIGHT-TURN LANE (TWO-WAY STOP)		ADD EB RIGHT-TURN LANE & NB/SB LEFT-TURN LANES (TWO-WAY STOP)		MINI ROUNDABOUT	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Worst LOS Approach	B	C	B	B	B	B	B	B	A	A
Delay	13.5	15.3	10.6	11.2	12.3	12.5	12.3	12.5	7.0	8.0
Alcovy Street Northbound	A (7.8)	A (4.7)	B (10.6)	B (11.2)	A (4.7)	A (4.7)	A (4.2)	A (4.3)	A (7.0)	A (7.0)
Alcovy Street Southbound	A (7.5)	A (0.1)	A (8.4)	B (10.1)	A (7.5)	A (0.1)	A (0.2)	A (0.1)	A (5.0)	A (6.0)
Breedlove Drive Eastbound	B (13.5)	C (15.3)	A (8.9)	B (10.4)	B (12.3)	B (12.5)	B (12.3)	B (12.5)	A (5.0)	A (8.0)
Shamrock Road Westbound	B (12.4)	B (10.9)	A (8.0)	A (8.3)	B (12.2)	B (10.9)	B (12.2)	B (10.9)	A (5.0)	A (5.0)

*Note: The All-Way Stop Control is not warranted based on existing traffic volumes and historical crash data. However, this alternative was included due to the potential visual impact the existing trees are having on the Breedlove Drive approach. If there is an issue with the trees blocking the sight distance from this approach, an All-Way Stop could be a solution.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this ___ day of May, 2019, (the “Effective Date”) by and between Athens Technical College (“Athens Tech”) and the City of Monroe, a municipal corporation chartered under the laws of the State of Georgia (the “City”).

PREAMBLE

WHEREAS, Athens Tech is the owner of that certain property known as the Athens Technical College, Walton County campus (the “Property”); and,

WHEREAS, the Property is located within the city limits of the City; and,

WHEREAS, Athens Tech and the City desire to improve the overall aesthetics and condition of the Property; and,

WHEREAS, Athens Tech and the City seek to create a usable, green-space area and passive park (the “Park”) on a portion of the Property as shown and described in further detail in the attached Exhibits A and B, incorporated fully herein; and,

WHEREAS, in order to create the Park, the current condition of the Property requires the removal of the following structures, known collectively hereinafter as the “Structures, ” consisting of: a metal storage building; the concession stand attached to the press box; two (2) ticket booths and their respective covered entries; concrete block storage building; and,

WHEREAS, after removal of the Structures the City shall maintain the Park pursuant to the terms and conditions set forth hereinafter; and,

WHEREAS, Athens Tech and the City seek to complete all conditions and requirements in accordance with this MOU; and,

WHEREAS, Athens Tech and the City are willing to execute this MOU to verify and achieve all purposes contained herein; and,

WHEREAS, this MOU shall become effective upon the Effective Date and shall be complied with in accordance to its terms;

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter stated and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Athens Tech is the owner in fee simple of the Property.
2. This MOU will facilitate the creation, preservation and protection of the Park on the Property for the use and benefit of residents and visitors to the City of Monroe.

3. The City shall remove the Structures located on the Property for the creation of the Park. The removal of the Structures shall be at the City's expense and shall be performed in any manner deemed appropriate by the City, so long as done so in a manner that causes minimal damage to surrounding asphalt and other properties of Athens Tech adjacent to the Structures. The City shall not be responsible for repairing the asphalt surrounding the Structures. The City shall properly dispose of any and all debris created by and stemming from the removal of the Structures.
4. The City shall build-out, design and create the Park in accordance with the designs and specifications as shown in Exhibits A and B. The City shall maintain the Park for the duration of the Term and Renewal Terms as defined hereinafter, or until such time as either party terminates this MOU, or as otherwise provided herein. The City shall have the right at its sole cost and expense to replace, rebuild, repair and reconstruct the Park from time to time as the City deems necessary.
5. The City shall be permitted to add signage to the Park area advising the general public of the rules and regulations of the Park, including but not limited to, its passive park status open for use by the general public. The Park will be open for use by the general public from sunrise to sunset.
6. The terms and conditions of this MOU, including the City's, use, access and maintenance of the Park, shall continue from the Effective Date for an initial period of one (1) year (the "Term"). Said Term under this MOU shall automatically extend for additional, subsequent one (1) year terms ("Renewal Terms") unless either party gives the other ninety (90) days written notice of the intent to terminate this MOU and the current, respective Renewal Term.
7. Any notice required or permitted under this MOU shall be sent United States certified mail as follows:

Athens Technical College
800 U.S. Hwy. 29 N.
Athens, Georgia 30601

City of Monroe
c/o John S. Howard, Mayor
215 N. Broad St.
Monroe, Georgia 30655

8. This MOU terminates and supersedes all prior understandings or agreements between Athens Tech and the City on the subject matter hereof. This MOU may be modified only by a further writing that is duly executed by both parties.

9. Time is of the essence in all provisions of this MOU.

Athens Technical College

By: Dr. Andrea D. Daniel, President

The City of Monroe, Georgia

By: John S. Howard, Mayor

By: Debbie Kirk, City Clerk

Legend

-  10ea. Zelkova - 1.5 inch caliper
-  6 ea Pin Oak - 1.5 inch caliper
-  9 ea. Cryptomeria - 4'-5'

ATHENS TECHNICAL TRACK IMPROVEMENT PROJECT

 ASPHALT TO BE REMOVED AND GRASSED

TENNIS COURT
REMOVE FENCE
FRONT AND SIDE



Exhibit "A"

ESTIMATE FOR ATHENS TECH TRACK ENHANCEMENTS				
ITEM	UNIT	QTY	UNIT COST	TOTAL
LANDSCAPE IMPROVEMENTS				
1.5" CALIPER ZELKOVA SERRATA - ZELKOVA INSTALLED	EA	10.0	\$150.00	\$1,500.00
1.5" QUERCUS SPECIES - PIN OAK INSTALLED	EA	6.0	\$200.00	\$1,200.00
4'-5' CRYPTOMERIA JAPONICA- CRYPTOMERIA INSTALLED	EA	9.0	\$160.00	\$1,440.00
REMOVE TICKET ENTRY BOOTH	EA	2.0	\$40.00	\$80.00
REMOVE AND HAUL OFF ASPHALT	TON	4.0	\$40.00	\$160.00
REMOVE AND REINSTALL CHAIN LINK FENCE	LF	180.0	\$1.00	\$180.00
GRADE AND SEED DISTURBED AREAS	SF	3000.0	\$0.10	\$300.00
DEMO AND HAUL OFF EQUIPMENT STORAGE BUILDING	TON	3.0	\$40.00	\$120.00

TOTAL

\$4,980.00