



## Council Meeting

### AGENDA

Tuesday, March 09, 2021

6:00 PM

City Hall

---

#### I. CALL TO ORDER

1. **Invocation**
2. **Roll Call**
3. **Approval of Agenda**
4. **Approval of Consent Agenda**
  - a. February 2, 2021 Council Minutes
  - b. February 9, 2021 Council Minutes
  - c. February 16, 2021 Planning Commission Minutes
  - d. February 23, 2021 Historic Preservation Commission Minutes
  - e. January 14, 2021 Downtown Development Authority Minutes
  - f. January 14, 2021 Conventions and Visitors Bureau Minutes
  - g. Great American Cleanup Week, April 19 - 23, 2021 - To participate.  
(Recommended for Council approval by Public Works Committee March 2, 2021)
  - h. Approval - Highland Parking Lot Rehabilitation - To contract with J&R Consolidated Holdings, Inc. for \$58,500.00, contingent upon extended contract with property owner to retain property for parking only.  
(Recommended for Council approval by Public Works Committee March 2, 2021)

- i. Vehicle GPS Purchase / Conversion - To purchase from AT&T Fleet Complete for \$20,570.00. (Recommended for Council approval by Public Works Committee March 2, 2021)
- j. Intergovernmental Agreement with Walton County and City of Loganville for Aerial Photometrics - Approval of IGA as presented. (Recommended for Council approval by Planning & Code Committee March 2, 2021)

**II. PUBLIC PRESENTATIONS**

1. YMCA Presentation

**III. PUBLIC FORUM**

1. **Public Comments**

**IV. NEW BUSINESS**

1. Application - Beer & Wine Package Sales and Spirituous Liquors and Beer & Wine On-Premise Consumption - The Roe
2. 2nd Reading - Offenses and Miscellaneous Provisions - Possession of Marijuana Ordinance Amendment
3. Modified Development Agreement with MAB American et al.
4. Supplemental Capital Improvement Fund Request – Outside of the City Fiber Funding
5. Modified Agreement for Parking Lot Use at West Highland – 5-year Extension

**V. MAYOR'S UPDATE**

**VI. ADJOURN TO EXECUTIVE SESSION**

1. Personnel Issue (s)

**VII. ADJOURN**

The Mayor and Council met for a called meeting, via Teleconference-Zoom.

|                |                  |                    |
|----------------|------------------|--------------------|
| Those Present: | John Howard      | Mayor              |
|                | Larry Bradley    | Vice-Mayor         |
|                | Lee Malcom       | Council Member     |
|                | Myoshia Crawford | Council Member     |
|                | Ross Bradley     | Council Member     |
|                | Norman Garrett   | Council Member     |
|                | Tyler Gregory    | 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      |

Staff Present: Danny Smith, Jeremiah Still, R.V. Watts, Jack Armstrong, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Chris Bailey, Sadie Krawczyk, Patrick Kelley, Les Russell

Visitors: Sharon Swanepoel, Brad Callender, Chad Gravette, Mike McGuire, Bob Saville, Donnie Wright, Franklin Etheridge, Jared Campbell

**I. CALL TO ORDER – JOHN HOWARD**

**1. Roll Call**

Mayor Howard noted that all Council Members were present. There was a quorum.

**2. City Administrator Update**

City Administrator Logan Propes stated the City employee base is seeing a fairly high number of COVID-19 cases. The City is working with Walton County and the Department of Public Health to assist with rolling the vaccines out. He discussed the vaccine eligibility for Public Safety and the 65-plus employee base. City Hall, the Police Station, and the Fire Station will continue to be closed to walk-in traffic. Meetings will continue to be by appointment only, but the City will continue with business as usual. Mr. Propes discussed projects for 2021. The Alcovy River Sewer Line and Pump Station tie-in will be a big project. The bid and construction for the Wastewater Treatment Plant Rehabilitation will be starting this year. The Loganville water line is finishing up and will be connecting to their system. The engineering and bids are being worked on for the upsized water transmission line from Cedar Ridge to Charlotte Rowell Boulevard. There will be a 20-inch connection from the Water Plant to the Publix site. The 2020 CDBG Stormwater Project, the Downtown Green Final Engineering, the Parks Master Planning and Improvements, the TAP Grant, and several Traffic Calming Projects are all in process. He stated the Truck By-Pass is continuing, and according to GDOT, construction should start during the summer of 2022. The City will also be working on the Downtown Solid Waste Master Plan, Transfer Station Improvements, Wayne Street Sidewalks and Streetscape, the Highland Avenue parking lot improvements, the milling and paving on South Madison Avenue, the LMIG Project, alley way improvements, a water tower, upsizing the line to the Piedmont Industrial Park, a potential ground tank at the north end of the system, the Fiber Monroe Project, automated switching for the electric system, Downtown and Park wi-fi

deployments, the East Walton gas line extension, the Airport Runway repaving improvements, and facilitating additional private party Airport investments. The new Police Department at Walton Plaza is almost complete, and Walton Plaza Phase II Rehabilitation will be discussed later this year. The City has been working with Walton County Economic Development on a variety of project inquiries. He discussed the Planning and Code process revisions and ordinance updates that were discussed at the Retreat. There will be an RFQ with DDA's oversight to sell the building after the Police Department gets moved.

### 3. Central Services Update

Mr. Chris Bailey stated the facilities and grounds crews picked up 3,400 pounds of trash throughout the City. The flooring that finally became available for the Police Station / Municipal Court Building is currently being installed. The last of the carpet is being installed and the rest of the floors are being cleaned and polished. The fiber is being installed and they are also working on some of the punch list items. Hopefully, everything should be move-in ready by Spring. The building sign and monument sign are being designed. He is waiting on bids for rehabbing the roof and remaining exterior of the facility. Mr. Bailey discussed partnering with the Azalea Regional Library System to replace the interior and exterior lighting fixtures at the Library with LED lights and trimming the trees.

## II. COMMITTEE INFORMATION

### 1. Finance

#### a. Monthly Finance Report

Ms. Beth Thompson presented the monthly Finance Report. She stated the numbers in the report are not yet been finalized for December; accruals and year-end entries are still being done. The current figures are unaudited; the audited financials will be provided when they are completed. She explained the overall revenues exceed expenses for 2020 citywide. She complimented Logan and the Department Heads for keeping all of the expenses low, as they were requested. The Sales Tax Revenues have continued to increase; there was a 6% increase from last year. She explained there was a 13% increase from 2019 to 2020, which was due to the Department of Revenue Audit in September. The Property Tax Collections are at 97%. There are approximately 75 customers currently enrolled in the Average Monthly Payment and Budget Billing Program. Ms. Thompson stated the annual year-end audit is underway. Mauldin & Jenkins will be on-site doing fieldwork for the next two weeks. The City of Monroe received the Certificate of Achievement for Excellence and Financial Reporting from GFOA for the 18<sup>th</sup> year.

#### b. Renewal – Property and Casualty Insurance

Ms. Beth Thompson stated the property and casualty insurance renewal covers the time period from April 2021 to April 2022. There was a slight increase of \$5,434.00 in the premium.

Mr. Bob Saville explained the 2021 renewal details for property and casualty insurance. The total premium is \$404,347, which is \$5,434.00 more than last year. The coverage will be moving from State National to Travelers this year, which generates a significant savings compared to most other Cities and Counties. The Law Enforcement Liability deductible was reduced from \$15,000 to \$10,000. There are no communicable disease exclusions on the policy, which refers to COVID. The Cyber Liability coverage increased \$5,223 and Airport Liability increased slightly. Mr. Saville explained the premiums were able to stay low this year, but there may be about a five percent increase next year if the market continues to stay hard.



## 2. Airport

### a. Monthly Airport Report

Mr. Chris Bailey presented the monthly Airport Report. He stated the fuel sales for 2020 were higher than they have ever been before. The 12-unit T-Hangar is complete; the City will now finish the final grading, paving, and utility installation.

### b. Cy Nunnally Memorial Airport Runway 3/21 Rehabilitation & Paving Project

Mr. Chris Bailey discussed the three bids received on January 7 to completely rehabilitate, pave, and restripe the runway. Atlanta Paving & Concrete Construction, Inc. had the lowest bid amount of \$888,888.00, and GMC Network has vetted all the bids. He explained the project came in \$400,000 under budget, and with grant funds the project will only cost the City \$44,444.40.

The committee recommends to Council approval of Atlanta Paving & Concrete Construction, Inc. for the amount of \$888,888.00.

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

## 3. Public Works

### a. Monthly Solid Waste Report

Mr. Danny Smith presented the monthly Solid Waste Report. He stated they are in the process of installing an automated gate at the entrance to the Transfer Station; it should be completed by the end of the week. The gate will allow more control of access for safety and will support the proposed new scale system that includes an automated kiosk. The remainder of the tipping floor is scheduled to be resurfaced in April. He discussed transitioning curbside recycling to 65-gallon carts. The tonnage increased about 1,100 tons compared to last year. Mr. Smith discussed the details of the 2020 Annual Tonnage Report. He stated the curbside glass collection is going well, with approximately 260 customers. The vendor in College Park is paying the City \$25.00 per ton for the materials.

### b. Monthly Streets & Transportation Report

Mr. Jeremiah Still presented the monthly Streets & Transportation Report. The crews are trying to stay ahead of things with the cold weather months hitting. They are working on making utility cuts passable, until they can be repaired. They are working to maintain the right-of-ways and doing some aggressive cut backs. He stated the leaf season is coming to an end.

## 4. Utilities

### a. Monthly Electric & Telecom Report

Mr. Brian Thompson presented the monthly Electric & Telecom Report. He discussed the outage today that was caused by a junction switch catching on fire; the crews are assessing the situation now. All of the poles and guy wires were set for Publix today; they will start pulling the wire tomorrow. The contractors are strategically placing duct work around town for the fiber project, which will be starting on Ammons Bridge and Michael Etchison. The new commercial project on Etten Drive is about eighty percent done. The first Downtown WiFi unit has been deployed and is being tested.

**b. Fiber Pricing**

Mr. Brian Thompson presented the proposed pricing for the City's FTTX products. He has reviewed the existing pricing for the City's main competitors, which are Comcast and Windstream. The City wants to beat them on price and service. He discussed going with a symmetrical product to give the customers exactly what they need for a competitive price.

Council and Mr. Thompson further discussed the proposed price list.

The committee recommends approval of the FTTX rates as presented to Council.

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

**c. Monthly Water, Sewer, & Gas Report**

Mr. Rodney Middlebrooks presented the monthly Water, Sewer, & Gas Report. The gas loop for pressure improvement has just been completed on Unisia Drive. The crews started the gas expansion on Highway 186 last week. The Alcovy River and Highway 138 Sewer Extension bids have been opened. The equipment and labor bids for the Sewer Plant Rehab were moved to March. He stated Weideman & Singleton have completed the water modeling for the distribution system, and the report shows the affect Publix will have on the northern section. The 30-inch raw water line is in the design process and will be out for bid in March. The Loganville Water Extension is waiting on the final easement.

**d. Approval – Sanitary Sewer System Improvements – Alcovy River Outfall**

Mr. Rodney Middlebrooks presented the recommendation from Hofstadter and Associates to award the contract for sanitary sewer system improvements to Mid-South Builders, Inc. They had the lowest bid amount of \$1,515,500.00 and an additional industry-standard 5% contingency fund of \$75,775.00, for any unforeseen issues. The sewer project will begin at Highway 138 and run along the Alcovy River to the pump station located on Michael Etchison Road.

City Administrator Logan Propes explained this will be Phase I, which is the bulk of the project and is way under budget. Phase II and Phase III, which will run up Highway 138, are currently being analyzed.

The committee recommends to Council approval of Mid-South Builders, Inc., for the amount of \$1,515,500.00 and the 5% contingency fund of \$75,775.00 for unforeseen circumstances.

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

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

Battalion Chief Jack Armstrong presented the monthly Fire Report. He stated they had 19 false calls, which is common with all of the HVAC equipment coming on. They responded to 254 calls in the month of December and four were fires. There was an outside rubbish fire. They had a structure fire on Cook Street, which was limited to the kitchen cabinets. The fire was largely extinguished by the home owner. The department assisted Walton County with a fire on old Athens Highway and also had a vehicle fire. He stated the good intent calls are up in relation to EMS COVID-19 response. Walton EMS has graciously been assessing the patients and

keeping the fire personnel from having to be at the forefront of those calls. Health has been improving at the Fire Department. Currently, they do not have anybody out.

**b. Monthly Police Report**

Police Chief R.V. Watts presented the monthly Police Report and discussed the year end totals. The Joint Operations Unit had a total of 122 felony arrests for the year, 12 misdemeanors, took approximately 77 guns off the street, executed 20 search warrants, and 11 cell phone search warrants. They made 22 marijuana cases, 10 cocaine cases, 20 methamphetamine cases, 2 heroin cases, and 17 cases listed as other drugs. Total calls for service are down by 36% for the year, area checks are up by 278%, citizen complaints are down by 38%, arrests are up by 10%, and use of force is down by 29%. Chief Watts stated he is very proud of the men and women in blue and how effectively they have operated during the pandemic. The Police Department was able to sponsor several families in the Shop with a Cop Event, using donated funds.

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

Mr. Patrick Kelley presented the monthly Code Report. The Code office had 102 inspections and wrote 131 permits. He stated five new businesses acquired business licenses and four businesses closed. The Main Street Apartments have started leasing under a temporary Certificate of Occupancy, until some landscaping and drainage issues are resolved. Grace Monroe Church and the Reddy Clinic are both working on getting their construction projects finished. The City Marshals issued 146 repair / cleanup orders, investigated six utility tampering cases, and wrote eight citations. He explained the Planning Commission had requests for variances at 606 and 603 Alcovy Street for which they recommended denial and 132 Pine Crest Drive for which they recommended approval with conditions. They also had a request for a rezone from PRD to B2 at Bold Springs Avenue for which they recommended approval to B1. Subsequently, these have been approved by Council except for Alcovy Street, which will be discussed next week. The preliminary plat was approved for 455 Vine Street during the same time period.

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

Ms. Sadie Krawczyk presented the monthly Economic Development Report. She reviewed the data numbers from tracking smart devices through the trade area showing customer patterns. This tool helps tract the recovery from COVID. The data shows an upward spike in March, which was from the Car Show and the last big event in Downtown. There was a spike in October from Fall Fest; the Christmas Parade in Place numbers are not yet available. She discussed the Retail Leakage Report showing there is a lot of room for retail growth. The 2021 Event Calendar is being finalized. The first event scheduled in Downtown is the Car Show on March 13; they are still planning for four concerts this summer, Fall Fest, and the Farmers Market. The sponsorship drive to pay for the events is just getting started. She stated the Tree Board is coordinating an Arbor Day Event and will be giving away over 200 free saplings. The Downtown Annual Reception for sponsors and volunteers is being moved to March 1.

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

Mr. Chris Bailey presented the monthly Parks Report. He stated there has been a steady increase in activity at the parks. The lights are being taken down at Childers Park as weather permits.

The fence has been painted white at Pilot Park, and the entire project has been completed. The shade structures for the lower section proposed in the 2021 CIP will be installed by early Spring. The restroom facility at Mathews Park should be installed within the next couple of weeks; the old restroom was demoed about a week ago. He stated the CIP Budget shows additional restrooms for this year, which will be for Pilot Park.

**III. ITEMS OF DISCUSSION**

- 1. Public Hearing Variance – 603 & 606 Alcovy Street**
- 2. Public Hearing Variance – 1360 Armistead Circle**
- 3. Application – Beer & Wine Package Sales – M and S Food Mart**
- 4. 1<sup>st</sup> Reading – Offenses and Miscellaneous Provisions – Possession of Marijuana Ordinance Amendment**

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

**IV. ITEMS REQUIRING ACTION**

**1. Loganville Water Line Change Order #2**

Mr. Rodney Middlebrooks requested approval of Change Order #2 for the Loganville Transmission Line totaling \$333,342.00 from Mid-South Builders, Inc. for the extension of the 20-inch water main along Cedar Ridge Road. He explained pressure issues were discovered around the hospital area when the 20-inch line was being tested, which is due to a 10-inch line feeding a 20-inch line. Continuing the water line connection along Cedar Ridge Road will allow Loganville to pull from both West Spring Street and Cedar Ridge Road to prevent pressure issues within the system.

City Administrator Logan Propes explained this is listed under the Monroe Loganville Water Line Connection, but the cost is not subject to the 50/50 split with the City of Loganville. This is a major improvement to the City’s system.

To approve Change Order #2 with Mid-South Builders, Inc. for the amount of \$333,342.00.

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

**2. Resolution – Support of Grant Match Application for 2021 Historic Preservation Fund CLG Survey & Planning Grant**

Ms. Sadie Krawczyk explained the resolution is part of the grant application, which is through the Historic Preservation Division. The grant will be used to update the City’s Historical Resources Survey, which is required to maintain a Certified Local Government Status.

To adopt the resolution.

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

**V. MAYOR’S UPDATE**

Mayor John Howard stated they met with the Georgia Department of Transportation concerning the County Comprehensive Plan earlier this week, and they were extremely complementary on

working with the City. All systems are on go, and the truck route has been approved to begin construction in the Summer of 2022. The City is a little higher on COVID cases, but Piedmont is down according to Larry Eibert. Piedmont Walton is not diverting any patients from Walton County, but they are also not accepting any coming from out of the area. There are beds available in ICU and vents available. Mayor Howard explained that he has requested a Community Vaccination Center from the Biden Administration; they may be sending the first one to Newton County. The City has space and what they are looking for in the general population; he will stay on top of the situation with Carl Morrow.

**VI. ADJOURN**

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

---

**MAYOR**

---

**CITY CLERK**

The Mayor and Council met for their regular meeting, via Teleconference-Zoom.

|                |                  |                    |
|----------------|------------------|--------------------|
| Those Present: | John Howard      | Mayor              |
|                | Larry Bradley    | Vice-Mayor         |
|                | Lee Malcom       | Council Member     |
|                | Myoshia Crawford | Council Member     |
|                | Ross Bradley     | Council Member     |
|                | Norman Garrett   | Council Member     |
|                | Tyler Gregory    | 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      |

Staff Present: Danny Smith, Jeremiah Still, R.V. Watts, Jack Armstrong, Beth Thompson, Rodney Middlebrooks, Patrick Kelley, Chris Bailey, Sadie Krawczyk, Beverly Harrison, Mike McGuire, Steve Conwell

Visitors: Brad Callender, Chad Gravette, Duane Wilson, Michael Rowell, Simon Illikattil, Franklin Etheridge, Tammy Tew, Jared Campbell

**I. CALL TO ORDER – JOHN HOWARD**

**1. Invocation**

Mayor Howard gave the invocation.

**2. Roll Call**

Mayor Howard noted that all Council Members were present. There was a quorum.

**3. Approval of Agenda**

To approve the agenda as presented.

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

**4. Approval of Consent Agenda**

- a. January 5, 2021 Council Minutes
- b. January 12, 2021 Council Minutes
- c. January 22, 2021 Planning & Code Committee Minutes
- d. January 19, 2021 Planning Commission Minutes
- e. January 26, 2021 Historic Preservation Commission Minutes
- f. December 10, 2020 Downtown Development Authority Minutes

- g. December 22, 2020 Downtown Development Authority Minutes
- h. December 10, 2020 Conventions and Visitors Bureau Minutes
- i. Cy Nunnally Memorial Airport Runway 3/21 Rehabilitation & Paving Project – To contract with Atlanta Paving & Concrete Construction, Inc. for \$888,888.00 as presented. (Recommended for Council approval by Airport Committee February 2, 2021)
- j. Fiber Pricing – To approve the rates as presented. (Recommended for Council approval by Utilities Committee February 2, 2021)
- k. Approval – Sanitary Sewer System Improvements – Alcovy River Outfall – To contract with Mid-South Builders, Inc. for \$1,515,500.00 and an additional 5% contingency fund of \$75,775.00. (Recommended for Council approval by Utilities Committee February 2, 2021)

To approve the consent agenda as presented.

*Motion by Dickinson, seconded by R. Bradley.  
Passed Unanimously*

**II. PUBLIC FORUM**

**1. Public Comments**

No one signed up for public comments.

**2. Public Hearing**

*Council Member David Dickinson recused himself, due to representing Ms. Tew on another matter.*

**a. Variance – 1360 Armistead Circle**

Code Enforcement Officer Patrick Kelley presented the application for a variance of Article IX, Section 910.1(8) of the Zoning Ordinance for garage doors. The applicant Tammy Tew is requesting a variance to allow a street facing garage and driveway, due to the size of the property not allowing a side or rear garage and driveway. He explained the request is keeping with the remainder of the neighborhood standards.

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

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

*No Action.*

**III. OLD BUSINESS**

**1. Variance – 603 & 606 Alcovy Street**

Mayor Howard stated this item was tabled at last month’s meeting on January 12, 2021. Patrick Kelly presented the applicant’s request for a variance of the property to reduce the size of two proposed lots in the proposed subdivision which is currently zoned R1A with conditions, hereby requesting a Variance of Article VII, Section 700-1 Table 11 lot size of the Zoning Ordinance. The applicant is Duane Wilson of Pinehurst Homes, Inc. This design falls short of the conditional rezone parameters agreed to which reduced the required lot size by granting R1A Zoning with conditions. This rezone was approved on May 8, 2018. The lots should conform to the previous rezone which was granted with conditions. The designer has had over 2 ½ years to

modify this design for conformance. This was an approximate 30% reduction in lot size at that time, from 14,000 to 10,000 square feet. The Zoning Ordinance clearly states all lots in R1A Zoning must have a minimum of 10,000 square feet. He stated the recommendation is to deny.

Council Member David Dickinson made a motion to deny the variance. He believes the purpose of the variance was to increase the yield in the subdivision, and it was caused by the applicant, which is not appropriate. Council Member Norman Garrett seconded the motion.

Vice-Mayor Larry Bradley requested for Mr. Dickinson to elaborate on the reason why he wants to deny the variance. He stated most of the lots would be in compliance; there would only be two with small variances, not significant variances. The property owner is willing to put his money into building, and Mr. Bradley doesn't see any harm to the neighborhood or to the City. He questioned what harm would be involved in approving the variance.

Mr. Dickinson answered it is not so much as general harm as it is standards. He discussed Section 1430.6(5) of the Zoning Ordinance. One of the things Council is supposed to take into consideration is whether the special circumstances surrounding the request for the variance are not the result of acts by the applicant. He thinks that is exactly what Council has here. Mr. Dickinson reminded Council that he made the motion to approve the previous rezone, and now he has come back wanting to cut down the size on two of the lots to get more lots in the subdivision. The applicant created the problem and if Council allows it, they will not be able to constitutionally deny the next person that creates a problem by changing the lot sizes drastically. He discussed the application for the lots on Boulevard which was pulled. He is concerned about running into a substantive due process and an equal protection argument from any other applicants, and Council would not be able to defend it.

Council Member Norman Garrett stated that he agrees with Mr. Dickinson, and all Council Members get a vote. They can vote their conscience.

Vice-Mayor Bradley stated he understands and may vote differently; it is the reason he wants further clarification. Most of the variance requests that come to Council are to enable the applicants to do more with less. He discussed variances that were approved for Legends allowing the houses to be closer to the street. The variance on Vine Street allowed a minimum of 8,500 square feet, which allowed more houses in their subdivision. He understands and is not disagreeing with Mr. Dickinson, but wants to understand the purpose of a variance if Council is not going to approve any variances. The purpose of a variance is for the applicant to request a change to the City Code in order for them to do what they are wanting to do with a piece of property. He stated if Council is never going to allow that to happen, it cuts down drastically on the number of variances to be looked at.

*Council Member Lee Malcom abstained, due to Mr. Wilson being a previous client.*

Council Member Ross Bradley questioned the validity of the variance; can Council consider a variance if there was never a plat recorded or a plan done in 2018.

City Attorney Paul Rosenthal answered that Council can consider this variance, but a plat was not done back then. There were some conceptual site plans done. It is appropriate for Council to consider this variance, taking into account the various factors that the Zoning Ordinance lays out to be considered when voting on a variance, as were referenced by Mr. Dickinson. There are



about seven or eight particular criteria to be considered by Council, when considering a variance application.

To deny the variance.

*Motion by Dickinson, seconded by Garrett.  
Abstaining: Malcom.  
Opposed: L. Bradley.  
Passed 6-1.*

#### IV. NEW BUSINESS

*Council Member David Dickinson recused himself, due to representing Ms. Tew on another matter.*

##### 1. Variance – 1360 Armistead Circle

To approve the variance.

*Motion by R. Bradley, seconded by Gregory.  
Passed Unanimously.*

##### 2. Application – Beer & Wine Package Sales – M and S Food Mart

To approve the application.

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

##### 3. 1<sup>st</sup> Reading – Offenses and Miscellaneous Provisions – Possession of Marijuana Ordinance Amendment

City Attorney Paul Rosenthal presented the first reading of the ordinance.

Council Member Norman Garrett questioned the fee attached to one ounce and below of marijuana.

Mr. Rosenthal answered the Ordinance has been cleaned up, but the penalty provision was left the same as it was previously. It refers to the penalties provision of the City Code of Ordinances in Section 111, which mandates that the maximum penalty is \$1,000.00 and six-months confinement as with all other City Ordinance violations. He explained in the City of Monroe Municipal Court and in his office as solicitor they have generally been offering a fine payment of \$750.00 on negotiated pleas for possession of less than an ounce of marijuana, unless there are aggravating circumstances or extenuating circumstances. The maximum allowed penalty still remains \$1,000.00 and six months confinement, as with all other Ordinances. However, standard practice from his office as prosecutor solicitor for Monroe has been to eliminate the requests for confinement of possession charges of less than an ounce of marijuana and simply have a fine payment of \$750.00 on average. Sometimes there are more aggravating circumstances and the negotiated plea request is for the maximum \$1,000.00; sometimes there are extenuating circumstances and the fine recommendation may be less. Mr. Rosenthal stated it is not like the City of Clarkson or the City of Atlanta where they have modified their Ordinances in an effort to decriminalize the marijuana, where there is a maximum of only a \$75.00 fine.

Mr. Garrett questioned the reason the City of Monroe is not looking into doing the same.

Mr. Rosenthal stated that would be a policy decision for the elected officials to address and decide upon, not a decision for the attorneys.

Mayor and Council discussed and agreed that this needs to be revisited.

Mr. Rosenthal explained this is simply a cleanup of the Ordinance, because there was a technical defect in the Ordinance, which got missed. The only purpose tonight is solving a technical defect cleanup. He suggested that staff get together and provide some input and opinions, if it is Council's directive; Chief Watts will certainly have some suggestions and recommendations. A few Cities in the State of Georgia have decriminalized marijuana, but technically there is still a State charge and a Federal charge. He stated in terms of the practical reality of writing Ordinance tickets or tickets for weed, several Cities have decriminalized it to where there is a flat lower fine only, for possession of less than an ounce.

Council Member Tyler Gregory questioned whether State or Federal Statutes could be used during times with extenuating circumstances, if the City were to approve a lower flat fine.

Mr. Rosenthal answered the Federal Statute could not be used, but the discretion to charge a violator of any alleged crime always rests with the officer. The officer has the authority to bring charges under the State Statute if they want to, which is a different path of criminal procedure. The officer has the discretion to either write the ticket under the State charge and bring it to the Monroe Municipal Court; write the ticket under the City Ordinance and bring the charge to Monroe Municipal Court; or write the ticket under the State charge, take out a warrant, and take it to Superior Court. Mr. Rosenthal strongly suggests there be some discussion and communication of positives and negatives with Chief Watts, prior to making any major decisions on the concept.

Council Member Ross Bradley requested that staff proceed with putting the changes together.

#### **4. Renewal – Property and Casualty Insurance**

Mayor Howard explained the property and casualty insurance was presented last week for staff's recommendation to approve, but the video and audio froze during the discussion. The Committee failed to get a vote for the recommendation to full Council. Mr. Saville, with Saville Risk Management, explained the renewal details for the property and casualty insurance for 2021. The total premium is \$404,347, which is \$5,434.00 more than last year. He stated the coverage will be moving from State National to Travelers generating significant savings in an insurance market where most Cities and Counties are seeing higher premiums and deductibles. During the time after Mr. Saville's presentation, the video froze and the audio wasn't clear, and the Committee failed to get a vote for a recommendation to full Council from the Committee for approval of the renewal of the property and casualty insurance coverage. Therefore, it has been moved to full Council for approval.

To approve renewal of the property and casualty insurance coverage.

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

**V. MAYOR’S UPDATE**

Mayor John Howard stated the COVID numbers are down a little this week, and Piedmont Walton Hospital is finally getting some breathing room. Mayor Howard will be meeting with Carl Morrow and independent National Guard tomorrow concerning vaccinations. The City of Monroe is on the right path. He requests Council to encourage their constituents to maintain proper hygiene, proper spacing, and wearing masks is appreciated.

**VI. ADJOURN**

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

---

**MAYOR**

---

**CITY CLERK**

**MONROE PLANNING COMMISSION  
MINUTES FOR VIRTUAL MEETING  
February 16, 2021**

**Present:** Randy Camp, Rosalind Parks, Mike Eckles, Chase Sisk, Nate Treadaway

**Absent:** None

**Staff:** Pat Kelley – Director of Planning and Code  
Debbie Adkinson – Code Department Assistant  
Brad Callender – Planning

**Visitors:** Joyce Chambers, Pastor Tommy Fountain, Dawn Parker

**CALL TO ORDER by Chairman Eckles at 5:36 pm.**

**Chairman Eckles** asked for any changes, corrections or additions to the January 19, 2021 minutes.

To approve

Motion Camp, Second Parks  
Passed unanimously.

Chairman Eckles ask for a Code Officer Report.

Kelley: The apartment complex at 698 S Broad Street is complete and has their CO. It turned out nice and we hope everyone enjoys it.

PH open 5:38 pm

**The First Item of Business** is for petition # PCOM-000087-2020 for a COA at 1025 East Spring St. The applicant is 1025 Church, owner. The request is to place a metal cover over the play ground for children to be able to enjoy it.

Joyce Chambers of 1025 Church spoke to the request. Wanting to put an open-air pavilion over the play ground so the children will be able to enjoy it. 42 x 50 pavilion which will match as close as possible to the existing building.

Chairman Eckles asked for any questions.

Hearing none he asked for any opposition. There was none.

PH closed at 5:41

Chairman Eckles entertained a motion.

To Approve

Motion Parks. Second Camp  
Passed unanimously

Old Business: None

New Business: There was some discussion about the upcoming P&Z 101 and 102 classes and who is attending.

Chairman Eckles entertained a motion to adjourn.

Motion by Parks, Second Treadaway

Meeting adjourned at 5:43 pm

Historic Preservation Commission  
Meeting Minutes  
February 23, 2021

Present: Crista Carrell, Mitch Alligood, Fay Brassie, Elizabeth Jones,

Absent: Susan Brown

Staff: Pat Kelley, Director of Planning & Code  
Debbie Adkinson, Code Department Assistant

Visitors:

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

Chairman Carrell asked if there were any changes or corrections to the January 26, 2021 minutes.

To approve as submitted.

Motion by Alligood Second by Brassie  
Motion carried. Minutes Approved.

**The First Item of Business:** Request for COA # HP-000088-2021 for an addition at 120 Walton Street. The applicant is James Laird, owner.

Mr. Laird spoke to the request. He submitted drawings from an architect. These plans are self-explanatory. It will be about a 1000 sq ft addition. The kitchen and master suite.

Chairman Carroll asked if there were any questions. None.  
Chairman Carroll asked for questions from the public. None.

Chairman Carroll entertained a motion.

To Approve

Motion by Alligood. Second by Jones  
Motion carried. COA Granted.

**The Second Item of Business:** Request for COA # HP-000089-2021 for external changes at 208 Walton Street. The applicant is John Cown, representative for owner Dr. Darin Wasileski.

Mr. Cown spoke to the request. They want to change out windows to meet the period of the house. They also want to move some to widen the space between them to fit the flow of the interior. They will keep the original siding. They would like to install a metal roof if it is in the period and change the round columns to original style columns. They would also like to remove the deck on the side toward the back of the house. Dr Wasileski wants to make it beautiful for raising his family.

Brassie asked if they would take the brick fence down.  
Mr. Cown stated they would like to but was told they couldn't.  
Brassie says it's not historical. It was built in the 1965.

Chairman Carroll asked if there were any other questions.  
Brassie asked if they would need to come back to change the columns.  
Carroll stated if you want something changed you can place that in the motion.

Mr. Cown asked about the neighbors having a portion of the fence on their yard?

To approve with the leeway to make changes to make house more historically correct, by changing columns if they need to be and removing the fence which is not historical. Also including changing the windows.

Motion by Brassie. Second by Jones  
Motion Carried. COA Granted.

**The Third Item of Business:** Request for COA # HP-000092-2021 to demolish house and build a new house in its place at 315 South Madison Avenue. The applicant is Fernando Villarruel, owner.

Mr. Villarruel spoke to the request. He stated they would like to start a process to build a historically accurate new house there. He submitted a sketch of what the house he would build looks like. The process would begin with demolishing the current house. They have inquired about doing upgrades to make it functional and safe and their determination was to demolish and rebuild.

**Brassie** asked if it would cost \$100,000 to do upgrades.

**Villarruel** stated that was about correct.

**Brassie** asked what it would cost to build the new one.

**Villarruel** says the house they submitted with the request is more historically matched with area.

**Jones** asked what were the things that need to be done to the existing house to make it livable and safe?

**Villarruel** stated it would need foundation work to stabilize and align the floors, ripping out the walls, redoing the plumbing and other things. He feels it would have to be taken down to its stubs and redo it.

Chairman Carroll asked for any other questions. None

Chairman Carroll entertained a motion.

To Deny

Motion by Brassie. Second. None  
Motion died

To table until more information could be obtained.

Motion by Alligood. Second by Brassie  
Motion carried.

**Mr. Villarruel** asked if there was a check list to go by for obtaining the information needed to justify the demolition?

**Kelley** stated there is a property maintenance checklist that the Code Dept can go over with Mr. Villarruel. Also, typically if the cost to renovate, remodel or repair exceeds 50% of the taxed value of the property, then it would be a candidate for demolition.

**Mr. Villarruel** asked if this information would need a quote from a contractor?

**Kelley** stated that would help. He would also be happy to fill out the property maintenance form for any deficiencies that exist. Pictures and documentation of the extent of the damage would also help.

**Mr. Villarruel** brought to the attention of the commission that all the houses next door to the property had been demolished.

Old Business: Chairman Carroll stated the granted was submitted. Not sure when we will find who receives it.

New Business: Jones state she will be Preservation Action. It will be virtual.

Chairman Carroll entertained a motion to adjourn.

To adjourn

Motion by Alligood Second by Jones  
Motion carried. Adjourned at 6:25 pm





**Downtown Development Authority**

**MINUTES**

**Thursday, January 14, 2021**

**8:00 AM**

**Virtual Meeting via Zoom - <https://us02web.zoom.us/j/82957379872>**

---

**CALL TO ORDER**

Meeting was called to order at 8:04 am.

**ROLL CALL**

**PRESENT**

- Chairman Lisa Anderson
- Vice Chair Meredith Malcom
- Secretary Andrea Gray
- Board Member Whit Holder
- Board Member Wesley Sisk
- Board Member Charles Sanders
- City Council Representative Ross Bradley
- Board Member Chris Collin

**CITY STAFF**

- Sadie Krawczyk
- Leigh Ann Walker
- Les Russell

**APPROVAL OF PREVIOUS MEETING MINUTES**

December Meeting Minutes

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

DDA Called Meeting Minutes

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

**APPROVAL OF FINANCIAL STATEMENTS**

DDA November Financials

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

**PUBLIC FORUM**

None.

**CITY UPDATE**

City approved paving of S. Madison this week at council; planning retreat scheduled for 1/22/2021 to discuss many zoning and planning matters.

**COUNTY UPDATE**

None.

**COMMUNITY WORK PLAN &REPORTS**

**Existing Environment -**

Wayne Street sidewalks still in planning stage. Chris Collin inquired whether or not the alleyway would be a part of the work. Sadie Krawczyk will follow-up to clarify.

**Infill Development -**

No update.

**Entertainment Draws -**

No update.

**PROGRAMS**

**Events**

The board discussed Chocolate Walk and advised to cancel it for this year in order to reintroduce the event in the future with changes; first event for 2021 will be the Car Show on March 13th; Dock Dogs is scheduled for April 17 & 18; planning on 4 concerts this year on the Downtown Green (May, June, August, & September).

**Downtown Design**

No update.

**Farmers Market**

Market will resume in May 2021 and will be using a new online vendor platform called Farmspread. The market received a grant to cover the costs of this service.

Farm to Table is tentatively scheduled for a Sunday evening in late April. Committee planning will begin next month.

**FUNDING**

**SPONSORSHIP** - \$55,700 contributed in 2020.

Annual Sponsor Reception - 1/25/21 at 6 pm

Sponsor renewal invoices will go out by month end. The board decided to postpone the sponsor reception to later in the year, possibly March, due to current COVID cases. Staff will send out a letter updating sponsors on the change.

**FACADE GRANTS** - None.

**COMMUNITY EVENT GRANTS** - None.

**NEW BUSINESS**

Sailor Studio closed at the end of the year for Rekindle to expand into the full retail space.

Our GEMS virtual presentation has been rescheduled to March 10th.

**Adjourn to Executive Session** - Motion made by Board Member Holder, Seconded by Secretary Gray.

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

**EXECUTIVE SESSION**

Real estate matters were discussed.

**Adjourn Executive Session** - Motion made by Vice Chair Malcom, Seconded by Board Member Holder.

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

**ANNOUNCEMENTS:**

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

**ADJOURN**

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

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



**Convention and Visitors Bureau**

**MINUTES**

**Thursday, January 14, 2021**

**9:00 AM**

**Virtual Meeting via Zoom - <https://us02web.zoom.us/j/82957379872>**

**CALL TO ORDER**

Meeting was called to order at 9:02 am.

**ROLL CALL**

**PRESENT**

- Chairman Lisa Anderson
- Vice Chairman Meredith Malcom
- Secretary Andrea Gray
- Board Member Whit Holder
- Board Member Charles Sanders
- Board Member Wesley Sisk
- City Council Representative Ross Bradley
- Board Member Chris Collin

**CITY STAFF**

- Sadie Krawczyk
- Leigh Ann Walker

**APPROVAL OF EXCUSED ABSENCES**

**APPROVAL OF MINUTES FROM PREVIOUS MEETING**

CVB December Minutes

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

Board Member Collin

**APPROVAL OF CURRENT FINANCIAL STATEMENTS**

CVB November Financials

Approved - Motion made by City Council Representative Bradley, Seconded by Board Member Sisk.

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

**Chairman's Report**

**Director's Report**

Two hotel developers are interested in the Monroe Pavilion hotel site at this time.

**OLD BUSINESS**

None.

**NEW BUSINESS**

**ANNOUNCEMENTS**

Next meeting will be February 11, 2021 at Monroe City Hall

**ADJOURN**

Motion made by Vice Chairman Malcom, Seconded by Board Member Sisk.

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



**To:** City Council, Public Works Committee  
**From:** Danielle M. Dills, Administrative Assistant  
**Department:** Solid Waste  
**Date:** 2/23/2021  
**Description:** Approval is being sought to participate in the "Great American Cleanup".

**Budget Account/Project Name:** N/A

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

**Requested Expense:** N/A **Company of Purchase:** N/A

**Recommendation:**

Staff recommends the APPROVAL of participating in the Great American Cleanup effort, which will allow city residents to bring garbage, trash, scrap metal, etc. to the transfer station and dump for free this week.

**Background:**

The City of Monroe transfer station has been offering this event since 2002, it is a great way to aid citizens in spring cleaning and a way to help keep our city clean.

**Attachment(s):**

- Request – 1 page
- Flyer – 2 pages



# GREAT AMERICAN CLEANUP

— K A B . O R G —

The Great American Cleanup was created by Keep America Beautiful. This nonprofit organization formed in 1953 when companies like Anheuser-Busch, Coca-Cola, and PepsiCo partnered with government officials to address the problem of litter in the United States, especially along the country’s highways. In its early years, the organization focused on releasing public service announcements to discourage individuals from littering. Today, the organization focuses on beautification by encouraging communities to eliminate litter and reduce waste through recycling programs.

The Great American Cleanup began in 1999 to beautify American communities through litter removal. Since then, the Cleanup has expanded to include community greening which involves the planting of trees, flowers, and gardens. In addition, the Cleanup strives to educate local communities about the importance of protecting the environment and recycling. Great American Cleanup Week occurs between March 20<sup>th</sup> and June 20<sup>th</sup> every year, and over 30,000 communities and more than 3,000,000 volunteers participate annually. The Cleanup Week is dedicated to carrying out projects that will beautify communities. Most participant communities have a cleanup day in which individuals come together to clean up litter from their neighborhoods, parks, and streets. Many communities also use the week as an opportunity to clean up illegal dumpsites, plant trees, preserve hiking trails, and teach individuals about the importance of recycling and proper waste disposal.

Source: kab.org





The City of Monroe will be participating in The Great American Cleanup during the month of April. During the week of April 19-23, 2021 any resident living within the city limits of Monroe (no businesses please) wishing to bring trash, garbage, scrap metal, and/or tires (limit 10) to the City of Monroe Transfer Station at 213 Cherry Hill Drive will be able to do so without charge. For the hours of operation, contact the office at (770) 266-5148.



K E E P   A M E R I C A  
**B E A U T I F U L**  
— K A B . O R G —



**To:** City Council, Public Works Committee  
**From:** Jeremiah B. Still, Streets and Transportation Director  
**Department:** Streets and Transportation  
**Date:** 2-23-2021  
**Description:** Highland Parking Lot

**Budget Account/Project Name:** Parking Rehabilitation Project

**Funding Source:** SPLOST 2019

**Budget Allocation:** N/A

**Budget Available:** N/A

**Requested Expense:** \$58,500.00 **Company of Purchase:** J&R Consolidated Holdings, Inc.

**Recommendation:**

Staff recommends council approval for total rehab of lot at Highland & Broad for additional parking for downtown businesses.

**Background:**

The redesign will provide two to three additional parking spaces, a total rehab of the existing asphalt, rebuild of the retaining wall with concrete, provide directional striping for ingress/egress of the lot, and the entire lot will be seal coated. ***This project is contingent on the acceptance and approval of an extended contract with owner to retain this property as parking only.***

**Attachment(s):**

- Request – 1 page
- Quotes – J & R Consolidated Holdings, Inc.
- Sparks-Grizzard Constructions, Inc.
- East Coast Grading, Inc.

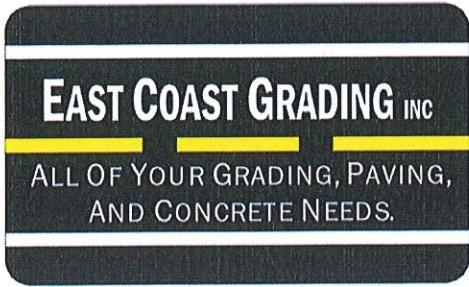
**J & R CONSOLIDATED HOLDINGS, INC.**  
**d/b/a J & R CONCRETE**  
**2020 WHITNEY RD., SE**  
**MONROE, GA 30655**  
**706-255-6017**

**DATE:** February 5, 2021  
**CUSTOMER:** City of Monroe  
**CONTACT #:** Jeremiah-678.873.1117  
**PROJECT NAME:** Parking Lot Repair  
**DELIVERY ADDRESS:** Highland & Broad  
Monroe, GA  
**SCOPE:** Demo/Dispose/Replace Asphalt; Demo/Dispose/Replace Wall; Backfill & Grade

| <u>QTY</u>   | <u>UOM</u> | <u>DESCRIPTION</u>       | <u>EXT TOTAL</u>   |
|--------------|------------|--------------------------|--------------------|
| 170          | ~ LN. FT.  | DEMO/DISPOSE WALL        | \$5,000.00         |
| 170          | ~ LN. FT.  | FOOTING & RETAINING WALL | \$17,000.00        |
| 1350         | ~ SQ. FT.  | BACKFILL & GRADING       | \$3,500.00         |
| 3500         | ~ SQ. FT.  | ASPHALT DEMO/DISPOSE     | \$12,000.00        |
| 3500         | ~ SQ. FT.  | ASPHALT                  | \$13,500.00        |
| 11100        | ~ SQ. FT.  | SEAL COAT                | \$7,500.00         |
| <b>TOTAL</b> |            |                          | <b>\$58,500.00</b> |

All quantities are estimated (~); actual lf/sf will be invoiced at corresponding unit price.  
Owner is responsible for safe entry/exit on jobsite.  
Owner is responsible for any lane closure.  
J & R will supply equipment, rebar, gravel, form materials, asphalt & concrete within scope.  
J & R will supply labor within scope.  
Any changes to scope shall result in "change order" and shall be paid with corresponding invoice.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



P.O. Box 579  
 Rutledge, GA 30663  
 O: 770-266-0505  
 F: 800-927-1791

# PROPOSAL

Date: 2/1/2021

|  |
|--|
| <b>Customer Name / Address:</b>                          |
| CITY OF MONROE<br>215 N BROAD STREET<br>MONROE, GA 30655 |

|  |
|--|
| <b>Job Name / Location:</b>  |
| 133 N BROAD STREET<br>133 N BROAD STREET<br>MONROE, GA 30655<br><br>OPTION 1 |

| Item #       | Description                        | Quantity | Unit | Unit Price  | Total            |
|--------------|------------------------------------|----------|------|-------------|------------------|
| 1            | Haul Off Excess Material           | 1        | LS   | \$ 2,500.00 | \$ 2,500.00      |
| 2            | Concrete Wall 12"x3' Max w/ Footer | 170      | LF   | \$ 265.00   | \$ 45,050.00     |
| 3            | 4" Asphalt Patching                | 291      | SY   | \$ 42.00    | \$ 12,222.00     |
| 4            | Asphalt Sealcoat                   | 1094     | SY   | \$ 2.50     | \$ 2,735.00      |
| 5            | 6" GAB, 2" 19MM, 1.5" 9.5MM        | 150      | SY   | \$ 36.24    | \$ 5,436.00      |
| 6            | Stripe Parking Lot                 | 1        | LS   | \$ 1,200.00 | \$ 1,200.00      |
| 7            | Mobilization                       | 1        | EA   | \$ 1,500.00 | \$ 1,500.00      |
| <b>Total</b> |                                    |          |      | <b>\$</b>   | <b>70,643.00</b> |

Barricade rental, sawing, striping & coring costs (if necessary) to be billed at East Coast Grading's cost. All in place work to be accurately measured & invoiced accordingly. If required and at the Developer's approval, extra equipment & materials as follows:

|                         |             |                  |               |                      |              |
|-------------------------|-------------|------------------|---------------|----------------------|--------------|
| Crushed Stone Base..... | \$35.00/ton | Motorgrader..... | \$250.00/hour | Portland Cement..... | \$450.00/ton |
| Surge Stone.....        | \$40.00/ton | Loader.....      | \$200.00/hour | Asphalt.....         | \$125.00/ton |
| # 4 Stone.....          | \$40.00/ton | Tandem.....      | \$125.00/hour |                      |              |

**Notes:**

- \*\* Grade to be +/-, 1/10' by others. Subgrade compaction to be 95% or more and staking by others. Elevation to be 1% or more for proper drainage.
- \*\* Proposal includes 1 mobilizations. Any additional mobilizations will be billed at a rate of \$1,500.00 each.
- \*\* If a base Prime Coat is required, add \$1.50 / Sq. Yd.
- \*\* Asphalt prices are not guaranteed. Asphalt pricing will be adjusted up or down at the time of installation according to the cost of material and hauling.
- \*\* Payment to be made Net 30 days from invoice date of all draws on materials installed. Net 30 days from paving invoice date.
- \*\* Price is valid for 30 days from date on proposal

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. This proposal may be withdrawn if not accepted within 30 days. Our workers are fully covered by Workmen's Compensation Insurance.

|   |   |
|---|---|
| <p><b>ACCEPTED:</b></p> <p>The above prices, specifications, and conditions are satisfactory and are hereby accepted.</p> <p>Customer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p><b>CONFIRMED:</b></p> <p>East Coast Grading, Inc.</p> <p>Signature: <i>Taylor Parkerson</i></p> <p>Date: <u>2/1/2021</u></p> |
|---|---|



CONSTRUCTION PROPOSAL

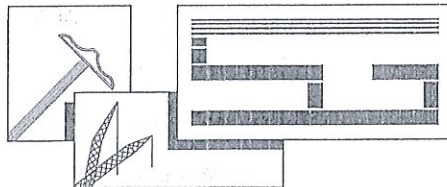
PREPARED FOR:

*City of Monroe  
Streets and Transportation  
213 Cherry Hill Rd.  
Monroe, GA. 30655*

PREPARED BY:

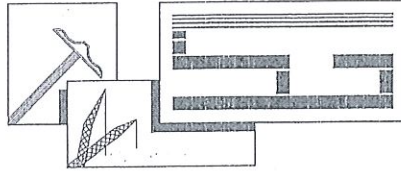
*David Sparks  
Sparks-Grizzard Construction, Inc.  
367 Athens Highway, Suite 650  
Loganville, GA. 30052*

SPARKS-GRIZZARD CONSTRUCTION, INC.



367 ATHENS HIGHWAY, SUITE 650 ■ LOGANVILLE, GEORGIA ■ 30052 ■ 770-979-5220

# SPARKS-GRIZZARD CONSTRUCTION, INC.



367 ATHENS HIGHWAY, SUITE 650 ■ LOGANVILLE, GEORGIA ■ 30052 ■ 770-979-5220

February 1<sup>st</sup>, 2021

Mr. Jeremiah Still  
Director of Streets and Transportation  
213 Cherry Hill Rd.  
Monroe, GA. 30655

Dear Sir:

Enclosed you will find a proposal for the construction of your parking lot renovation. Sparks-Grizzard Construction, Inc., will use non-union labor on all phases of this construction. If you have any questions, please feel free to call.

Sincerely,

\_\_\_\_\_  
David Sparks

Enclosure

CRITERIA SPECIFICATIONS

February 1<sup>st</sup>, 2021

I. ENGINEERING, BUILDING, PLANNING, AND TESTING

◦ENGINEERING:

None included.

◦SITE PLANS:

None included.

◦BUILDING PLANS:

We will provide a set of engineered drawings for concrete wall and footing design.

All drawings and a Letter of Certification to be sealed by an engineer registered in the State of Georgia.

◦TESTING:

By Owner.

II. SITE PREPARATION AND STORM DRAINAGE

◦CLEAR AND GRADE:

None Included

◦SILT CONTROL:

170' of type "C" silt fence without wire backing to be installed at the new wall location.

◦STORM DRAINAGE:

None Included.

◦CONCRETE WALLS:

163 l.f. of 9" thick wall x 3' average height as per attached sketch.

163 l.f. of wall footing 18" deep and 2'-0" wide.

Price includes wall and footing reinforcing as per the attached sketch.

Back filling of the wall includes 3 dump truck loads of crushed stone in lieu of dirt.

When actual site conditions warrant additional walls, the Owner will be notified of additional costs.

◦DEMOLITION:

We will demolish the existing crosstie wall and remove from the site. 3 dump truck loads included for crossties and dirt.

III. SITE UTILITIES

We have not included moving or changing any site utilities.

**IV. EXTERIOR CONCRETE AND PAVING**

To furnish and install the approx. 353+/- square yards of the following:

1. Prepare seven areas for asphalt repair, see attached picture.
2. Stabilize, install and compact areas using existing rock.
3. Tack and square off areas as needed.
4. Furnish, install and compact 4" of "F" type asphalt.
5. Clean up as required.

Additional parking area of 103 square yards includes:

1. Remove dirt and debris to a depth of 8"
2. Furnish/install 6" of GAB and fine grade.
3. Furnish/install 2" of type "F" asphalt.
4. Compact with a rubber tire roller.
5. Clean up as required.

Sealcoat approx. 890 square yards of existing asphalt as per the following:

Clean area as defined on the attached sketch, including cracks and accumulated dirt/ debris, giving special attention to oil and fuel spots & apply 2 coats of Polymer Modified Sealer.

Note: Sealcoating does not fill or eliminate cracks.

Striping:

To furnish material and labor to restripe the 24 parking spots.

We offer a asphalt alternate #1 at the bottom of this quote.

**XIII. GENERAL REQUIREMENTS**

•SUPERVISION:

We will provide a superintendent to oversee the project.

•TEMPORARY FACILITIES:

We will provide temporary toilet facilities.

•TEMPORARY UTILITIES:

Owner to provide temporary power and water.

•PERMITS:

We will assist Owner in acquiring permits; however, Owner will pay permit fees.

•CLARIFICATIONS:

Any changes made by governing authorities when plans are submitted will be charged as an extra to the contract.



•INSURANCE:

The Contractor will provide standard Builder's Risk Insurance payable to both parties in an amount sufficient to cover the values involved.

The Contractor will provide a Certificate of Insurance evidencing General Liability Automobile Liability, and Worker's Compensation.

•ALLOWANCE DEFINED:

Allowance is a sum, which if cost exceeds, the Owner is to reimburse the Contractor the difference between the cost and the allowance. If the cost is less than the allowance, the Contractor is to reimburse the Owner the difference between the cost and the allowance.

•GUARANTEE:

When this structure is contracted for in accordance with the above specification (structural and foundations), Sparks-Grizzard Construction, Inc., will provide a one-year guarantee for said structure.

**Sparks-Grizzard Construction, Inc., will construct this building in accordance with the aforementioned specifications and general terms for the sum of \$70,700.00. Seventy Thousand Seven Hundred dollars.**

This proposal is valid for ten (10) days from the date first shown above.

Disclaimer:

\*\* Not responsible for Faulty subgrade. Contractor not responsible for puddling where grade is less than 1.25%. 3 mobilizations included. Price does not include night or weekend work, permit costs, traffic control, excessive cleaning, testing, bonds or cost of locates. Lot must be cleared of all vehicles and materials. Not responsible for gate loops or other underground devices, utilities or landscape.

Alternate #1

In lieu of patching the asphalt we offer a alternate to Mill and Overlay the asphalt.

1. Prepare area for new asphalt paving +/- 891 square yards
2. Mill& remove and broom clean area to a depth of 2" of asphalt
3. Haul off to approved recycle facility
4. Furnish/install and compact 2" of finishing type asphalt
5. Additional compaction provided.
6. Clean area as required.

Total add for Alternate #1 is \$8,104.00



**To:** Public Works Committee, City Council  
**From:** Chris Bailey, Assistant City Administrator  
**Department:** Public Works  
**Date:** 2/22/2021  
**Subject:** Vehicle GPS Purchase/Conversion

**Budget Account/Project Name: Various – Vehicle Repair/Maintenance**

**Funding Source: Various**

**Budget Allocation:** N/A

**Budget Available:** N/A

**Requested Expense:** \$20,570.00 **Company of Record:** AT&T Fleet Complete

**Description:**

This item is to request the approval of the purchase and installation of 93 vehicle GPS units from AT&T Fleet Complete. This will replace the existing units already deployed throughout the City vehicle fleet with updated units for better connectivity, tracking, and diagnostic alerts. There will be approximately 80 older units purchased through a buy back program thus creating a \$6,000 credit on the first monthly invoice after installation is complete. Upfront fees for data plan and system access are \$7,550 with purchase and install being \$13,020 for the total expense of \$20,570. This expense will be split between departments and divisions based on the attached breakdown.

**Background:**

The City of Monroe has implemented a vehicle GPS system for approximately 4-5 years, and this will update and upgrade that system. This system has proven highly useful for disputes of service, location for accident reports, monitoring of vehicle usage, and other purposes.

**Attachment(s):**

- Quote – 5 pages
- Departmental Breakdown – 1 page

AT&T Fleet Complete  
 3455 Peachtree Road NE  
 Atlanta, GA  
 30326

**Effective Date: 2/9/2021**

**From:** Alicia Countryman  
 United States  
 Alicia.Countryman@fleetcomplete.com  
 770-235-1220

**Client:** City of Monroe  
 215 North Broad St  
 Monroe, US-GA 30655  
 USA

**Ship To:** City of Monroe  
 215 North Broad St  
 Monroe, US-GA 30655  
 USA

### PRODUCTS

| Quantity | Product Code                                  | Product Type | Product Description                   | Unit Price | Total      | Total ETF |
|----------|---|--------------|---------------------------------------|------------|------------|-----------|
| 3        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Fire Department                       | \$80.00    | \$240.00   | \$0.00    |
| 9        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Central Services                      | \$80.00    | \$720.00   | \$0.00    |
| 13       | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Electric Dept.                        | \$80.00    | \$1,040.00 | \$0.00    |
| 4        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Sewer Dept                            | \$80.00    | \$320.00   | \$0.00    |
| 5        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Gas Dept.                             | \$80.00    | \$400.00   | \$0.00    |
| 9        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Water Dept                            | \$80.00    | \$720.00   | \$0.00    |
| 4        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Storm Water Dept.                     | \$80.00    | \$320.00   | \$0.00    |
| 22       | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Public Works Dept.                    | \$80.00    | \$1,760.00 | \$0.00    |
| 2        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Utilities Locate Dept                 | \$80.00    | \$160.00   | \$0.00    |
| 8        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | CATV/Telecom Dept                     | \$80.00    | \$640.00   | \$0.00    |
| 4        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Meter Reading Dept                    | \$80.00    | \$320.00   | \$0.00    |
| 2        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Code Dept.                            | \$80.00    | \$160.00   | \$0.00    |
| 3        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Waste Water Treatment<br>Dept.        | \$80.00    | \$240.00   | \$0.00    |
| 3        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Water Treatment Dept.                 | \$80.00    | \$240.00   | \$0.00    |
| 2        | 102634<br>FT2- FT Advanced-<br>unbundled      | Kit-1        | Georgia Utilities Training<br>Academy | \$80.00    | \$160.00   | \$0.00    |
| 3        | 103611 : AT&T FN : :<br>:<br>FT2FN            | Hardware     |                                       | \$0.00     | \$0.00     |           |
| 3        | 102755<br>FT2 OBD cable                       | Accessory    |                                       | \$0.00     | \$0.00     |           |
| 3        | 103605<br>Tracker - Fleet<br>Complete         | Platform     |                                       | \$0.00     | \$0.00     |           |
| 1        | 101027<br>Shipping- Ground<br>Shipment 51-100 | Shipping     |                                       | \$110.00   | \$110.00   |           |

|    |                                       |           |  |        |        |  |
|----|---------------------------------------|-----------|--|--------|--------|--|
| 9  | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 9  | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 9  | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 13 | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 13 | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 13 | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 4  | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 4  | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 4  | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 5  | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 5  | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 5  | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 9  | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 9  | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 9  | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 4  | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 4  | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 4  | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 22 | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 22 | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 22 | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 2  | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 2  | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 2  | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 8  | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 8  | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 8  | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 4  | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |
| 4  | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |  |
| 4  | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |  |
| 2  | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |  |

|   |                                       |           |  |        |        |
|---|---------------------------------------|-----------|--|--------|--------|
| 2 | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |
| 2 | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |
| 3 | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |
| 3 | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |
| 3 | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |
| 3 | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |
| 3 | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |
| 3 | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |
| 2 | 103611 : AT&T FN : :<br>:<br>FT2FN    | Hardware  |  | \$0.00 | \$0.00 |
| 2 | 102755<br>FT2 OBD cable               | Accessory |  | \$0.00 | \$0.00 |
| 2 | 103605<br>Tracker - Fleet<br>Complete | Platform  |  | \$0.00 | \$0.00 |

**SUBSCRIPTIONS**

| Quantity | Product Code                                 | Frequency                     | Price   | Total    |
|----------|--|-------------------------------|---------|----------|
| 9        | 100386<br>Fleet Complete Fleet<br>Tracker 18 | Monthly Central Services      | \$15.00 | \$135.00 |
| 9        | 100620<br>FirstNet 10MB data plan            | Monthly Central Services      | \$3.50  | \$31.50  |
| 9        | 100630<br>FirstNet free texts                | Monthly Central Services      | \$0.00  | \$0.00   |
| 13       | 100386<br>Fleet Complete Fleet<br>Tracker 18 | Monthly Electric Dept         | \$15.00 | \$195.00 |
| 13       | 100620<br>FirstNet 10MB data plan            | Monthly Electric Dept         | \$3.50  | \$45.50  |
| 13       | 100630<br>FirstNet free texts                | Monthly Electric Dept         | \$0.00  | \$0.00   |
| 9        | 100386<br>Fleet Complete Fleet<br>Tracker 18 | Monthly Water Dept            | \$15.00 | \$135.00 |
| 9        | 100620<br>FirstNet 10MB data plan            | Monthly Water Dept            | \$3.50  | \$31.50  |
| 9        | 100630<br>FirstNet free texts                | Monthly Water Dept            | \$0.00  | \$0.00   |
| 2        | 100386<br>Fleet Complete Fleet<br>Tracker 18 | Monthly Utilities Locate Dept | \$15.00 | \$30.00  |
| 2        | 100620<br>FirstNet 10MB data plan            | Monthly Utilities Locate Dept | \$3.50  | \$7.00   |
| 2        | 100630<br>FirstNet free texts                | Monthly Utilities Locate Dept | \$0.00  | \$0.00   |
| 4        | 100386<br>Fleet Complete Fleet<br>Tracker 18 | Monthly Sewer Dept            | \$15.00 | \$60.00  |
| 4        | 100620<br>FirstNet 10MB data plan            | Monthly Sewer Dept            | \$3.50  | \$14.00  |
| 4        | 100630<br>FirstNet free texts                | Monthly Sewer Dept            | \$0.00  | \$0.00   |
| 2        | 100386<br>Fleet Complete Fleet<br>Tracker 18 | Monthly Code Dept.            | \$15.00 | \$30.00  |
| 2        | 100620<br>FirstNet 10MB data plan            | Monthly Code Dept.            | \$3.50  | \$7.00   |
| 2        | 100630<br>FirstNet free texts                | Monthly Code Dept.            | \$0.00  | \$0.00   |
| 3        | 100386<br>Fleet Complete Fleet<br>Tracker 18 | Monthly Fire Department       | \$15.00 | \$45.00  |
| 3        | 100620<br>FirstNet 10MB data plan            | Monthly Fire Department       | \$3.50  | \$10.50  |
| 3        | 100630<br>FirstNet free texts                | Monthly Fire Department       | \$0.00  | \$0.00   |

|    |   |  |         |          |
|----|---|--|---------|----------|
| 4  | 100386<br>Fleet Complete Fleet Tracker 18 | Monthly Storm Water Dept.                  | \$15.00 | \$60.00  |
| 4  | 100620<br>FirstNet 10MB data plan         | Monthly Storm Water Dept.                  | \$3.50  | \$14.00  |
| 4  | 100630<br>FirstNet free texts             | Monthly Storm Water Dept.                  | \$0.00  | \$0.00   |
| 5  | 100386<br>Fleet Complete Fleet Tracker 18 | Monthly Gas Dept.                          | \$15.00 | \$75.00  |
| 5  | 100620<br>FirstNet 10MB data plan         | Monthly Gas Dept.                          | \$3.50  | \$17.50  |
| 5  | 100630<br>FirstNet free texts             | Monthly Gas Dept.                          | \$0.00  | \$0.00   |
| 4  | 100386<br>Fleet Complete Fleet Tracker 18 | Monthly Meter Reading Dept                 | \$15.00 | \$60.00  |
| 4  | 100620<br>FirstNet 10MB data plan         | Monthly Meter Reading Dept                 | \$3.50  | \$14.00  |
| 4  | 100630<br>FirstNet free texts             | Monthly Meter Reading Dept                 | \$0.00  | \$0.00   |
| 22 | 100386<br>Fleet Complete Fleet Tracker 18 | Monthly Public Works Dept.                 | \$15.00 | \$330.00 |
| 22 | 100620<br>FirstNet 10MB data plan         | Monthly Public Works Dept.                 | \$3.50  | \$77.00  |
| 22 | 100630<br>FirstNet free texts             | Monthly Public Works Dept.                 | \$0.00  | \$0.00   |
| 8  | 100386<br>Fleet Complete Fleet Tracker 18 | Monthly CATV/Telecom Dept                  | \$15.00 | \$120.00 |
| 8  | 100620<br>FirstNet 10MB data plan         | Monthly CATV/Telecom Dept                  | \$3.50  | \$28.00  |
| 8  | 100630<br>FirstNet free texts             | Monthly CATV/Telecom Dept                  | \$0.00  | \$0.00   |
| 3  | 100386<br>Fleet Complete Fleet Tracker 18 | Monthly Waste Water Treatment Dept.        | \$15.00 | \$45.00  |
| 3  | 100620<br>FirstNet 10MB data plan         | Monthly Waste Water Treatment Dept.        | \$3.50  | \$10.50  |
| 3  | 100630<br>FirstNet free texts             | Monthly Waste Water Treatment Dept.        | \$0.00  | \$0.00   |
| 2  | 100386<br>Fleet Complete Fleet Tracker 18 | Monthly Georgia Utilities Training Academy | \$15.00 | \$30.00  |
| 2  | 100620<br>FirstNet 10MB data plan         | Monthly Georgia Utilities Training Academy | \$3.50  | \$7.00   |
| 2  | 100630<br>FirstNet free texts             | Monthly Georgia Utilities Training Academy | \$0.00  | \$0.00   |
| 3  | 100386<br>Fleet Complete Fleet Tracker 18 | Monthly Water Treatment Dept.              | \$15.00 | \$45.00  |
| 3  | 100620<br>FirstNet 10MB data plan         | Monthly Water Treatment Dept.              | \$3.50  | \$10.50  |
| 3  | 100630<br>FirstNet free texts             | Monthly Water Treatment Dept.              | \$0.00  | \$0.00   |

**ADDITIONAL TERMS AND CONDITIONS**

|                                 |                              |   |            |
|---------------------------------|------------------------------|---|------------|
| <b>Contract Length:</b>         | 1 Monthly Terms              | <b>Telecommunications Service Provider (TSP):</b> | AT&T       |
| <b>Above prices valid for :</b> | 30 days after Effective Date | <b>Total Early Termination Fee (ETF):</b>         | \$0.00     |
| <b>Total Upfront Fees:</b>      | \$7,550.00                   | <b>Fees (Monthly):</b>                            | \$1,720.50 |

**ORDER COMMENTS/SPECIAL INSTRUCTIONS/INSTALLATION INSTRUCTIONS**

93 vehicles x \$140 per vehicle = \$ 13,020 one time upfront costs for installation added to total upfront fee above

Total upfront cost with install= \$20,570 total with hardware and install

- 1) Sales taxes are not included. Any applicable sales tax will be included on the invoice to the Client.
- 2) A maximum of 8 product installations may be included in a single trip. Additional product installations will require supplementary trip fees.
- 3) Computers must meet the following minimum requirements to run the AT&T Fleet Complete or Courier Complete applications: Windows 7 Professional with latest Windows Updates, minimum 1GB of memory, 64MB or higher video card with a 1024 x 768 or greater screen resolution and the latest version of the Microsoft .NET framework. Courier Complete also requires at least one database server running Windows 2008 Server and SQL Server 2008. It is also recommended having a separate Courier Complete web server running Windows 2008 Server.
- 4) Additional installation/data fees may apply. Please speak to your AT&T Fleet Complete representative for more information.
- 5) To view the complete terms and conditions of the End User License Agreement go to: <https://att.fleetcomplete.com/eula>
- 6) To view the technical Support Terms and conditions go to: <https://att.fleetcomplete.com/supportandmaintenance>
- 7) To view the terms and conditions of the Limited Hardware Warranty go to: <https://att.fleetcomplete.com/limitedhardwarewarranty>
- 8) To view the terms and conditions of the Self Installation Limited Liability Agreement please go to: <https://att.fleetcomplete.com/attinstallerguidebook>
- 9) At such time when products are not available or updated products are introduced, AT&T Fleet Complete reserves the right to deliver an equivalent valued product with equivalent functionalities provided to its Clients.
- 10) Orders are shipped within 3-4 business days. Shipping and delivery dates are not guaranteed.
- 11) Upfront charges will be applied to the credit card by AT&T Fleet Complete in the event Bill-to-Mobile is not available.

Client Authorized Signature:

Date:

|                                   |
|-----------------------------------|
| Print Name:<br><b>Jimi Martin</b> |
|-----------------------------------|

| Department            | Install and Device Upfront Cost | Monthly Cost | Number of vehicles |
|-----------------------|---------------------------------|--------------|--------------------|
| Fire                  | \$660.00                        | \$55.50      | 3                  |
| Central Services      | \$1,980.00                      | \$166.50     | 9                  |
| Electric              | \$2,860.00                      | \$240.50     | 13                 |
| Sewer                 | \$880.00                        | \$74.00      | 4                  |
| Gas                   | \$1,100.00                      | \$92.50      | 5                  |
| Water                 | \$1,980.00                      | \$166.50     | 9                  |
| Storm Water           | \$880.00                        | \$74.00      | 4                  |
| Public Works/Sanition | \$4,840.00                      | \$407.00     | 22                 |
| Utilities Locate      | \$440.00                        | \$37.00      | 2                  |
| CATV/Telecom          | \$1,760.00                      | \$148.00     | 8                  |
| Meter Reading         | \$880.00                        | \$74.00      | 4                  |
| Code                  | \$440.00                        | \$37.00      | 2                  |
| Waste Water           | \$660.00                        | \$55.50      | 3                  |
| Water Treatment       | \$660.00                        | \$55.50      | 3                  |
| GUTA                  | \$440.00                        | \$37.00      | 2                  |
| Total Cost            | \$20,460.00                     | \$1,720.50   | 93                 |





**To:** Planning & Code Committee  
**From:** Logan Propes  
**Department:** Administration  
**Date:** 03/02/2021  
**Subject:** Intergovernmental Agreement with Walton County and City of Loganville for Aerial Photometrics

**Budget Account/Project Name:** N/A

**Funding Source:** FY 2022-FY 2024 General Fund – Code & Planning Budgets

**Budget Allocation:** N/A

**Budget Available:** N/A

**Requested Expense:** \$20,166.05

Since 1821  
 THE CITY OF  
**Company of Purchase:** Eagleview via Walton County

**Description:**

Staff recommends that the Committee approve to full Council the Intergovernmental Agreement with Walton County and the City of Loganville for enhanced aerial photometrics.

**Background:**

Over the past several years we have worked with the County Property Appraisal Department and the City of Loganville to share in the cost of an ultra-high definition, aerial orthorectified photometric study that benefit the parties with better ground level visualizations for assessments and better clarity for parcel boundaries, layering, and other GIS and planning work.

We agreed on a split cost of 20% per city and the remaining 60% to the county. This would be paid over a 3-year period as follows:

TOTAL COST: \$100,830.25  
 COUNTY 60% = \$60,498.15 / 3 = \$20,166.05 per year  
 Monroe 20% = \$20,166.05 / 3 = \$ 6,722.02 per year  
 Loganville 20% = \$20,166.05 / 3 = \$ 6,722.02 per year (this would also include the Gwinnett portion of the city)

First payment would be due upon delivery of imagery. The current three-year contract is included in the budget for FY 2021, the last year of the IGA. However, we would need to appropriate these amounts moving forward for FY 2022- FY 2024.

This will be our second, three-year contract for this service.

**Attachment(s):**

IGA with Walton County and Loganville



**2021 INTERGOVERNMENTAL AGREEMENT BETWEEN  
WALTON COUNTY, GEORGIA AND THE CITY OF MONROE AND THE CITY OF  
LOGANVILLE REGARDING AERIAL MEASUREMENT PROJECTS**

This Intergovernmental Agreement ("Agreement") is made this \_\_\_\_ day of March, 2021, by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Walton County, Georgia (hereinafter referred to as "Walton County"), the **CITY OF MONROE**, a duly incorporated Georgia municipality situated in Walton County, by and through the duly authorized governing authority of the City of Monroe (hereinafter referred to as "Monroe"), and the **CITY OF LOGANVILLE**, a duly incorporated Georgia municipality situated in Walton and Gwinnett Counties, by and through the duly authorized governing authority of the City of Loganville (hereinafter referred to as "Loganville").

**WHEREAS**, Walton County has engaged Pictometry International Corp ("Pictometry") to provide certain aerial measurement services of Walton County, Georgia;

**WHEREAS**, Monroe and Loganville desire for Walton County to obtain from Pictometry certain enhanced aerial measurement services for the incorporated areas of the City of Monroe and the City of Loganville;

**NOW, THEREFORE**, Walton County, Monroe and Loganville, in exchange of good and adequate consideration, the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Walton County shall obtain from Pictometry certain enhanced aerial measurement services for the incorporated areas of the City of Monroe and the City of Loganville as follows:

1. **Aerial Measurement Services.** Walton County shall provide Monroe and Loganville with access to the aerial measurement services that it obtains from Pictometry. For the incorporated areas of the City of Monroe and the City of Loganville, Walton County shall obtain from Pictometry the enhanced aerial measurement services.

2. **Compensation.** In exchange for Walton County obtaining the enhanced aerial measurement services, each of Monroe and Loganville agrees to pay Walton County according to the following schedule:

- (i) March 1, 2022 - \$6,777.02;
- (ii) March 1, 2023 - \$6,777.02; and
- (iii) March 1, 2024 - \$6,777.02.

3. **Use of Aerial Measurement Services.** Each of Monroe and Loganville agree that they shall only use the aerial measurement services for lawful purposes in accordance with the direction, instruction, and supervision of Walton County.

4. **Authority.** Monroe and Loganville certifies that each has reviewed its charter prior to entering into this Agreement with Walton County and affirms by the execution of this

Agreement that there is no prohibition, expressed or implied, in their charter that prevents Monroe or Loganville from entering into this Agreement and performing in accordance with the terms set forth herein.

5. **Term and Termination.** This Agreement shall commence upon full execution by the Parties and will continue in full force and effect until all payments to Walton County referenced in Paragraph 2 have been made, unless terminated earlier pursuant to this Agreement. Walton County may terminate this Agreement upon sixty (60) days prior written notice to Monroe and Loganville. In the event of such termination by Walton County, Monroe and Loganville shall have no further obligation hereunder.

6. **Entire Agreement.** This Agreement incorporates all prior negotiations, interpretations and understandings between the parties and is the full and complete expression of their agreement. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the parties with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

7. **Modifications.** Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both parties.

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

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first hereinabove written.

**WALTON COUNTY:**

WALTON COUNTY, GEORGIA

By: \_\_\_\_\_  
David Thompson, Chairman

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

**MONROE:**

CITY OF MONROE

By: \_\_\_\_\_  
John Howard, Mayor

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

**LOGANVILLE:**

CITY OF LOGANVILLE

By: \_\_\_\_\_  
Rey Martinez, Mayor

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]



P.O. Box 1249 • Monroe, Georgia 30655  
Attn: Business License  
(770) 207-4674  
DChambers@MonroeGA.Gov

# OCCUPATION TAX APPLICATION

BUSINESS NAME Beezus Enterprises LLC d/b/a The Roe TELEPHONE (678) 300-1717

ADDRESS 100 S Broad Street, Monroe, Georgia 30655 TYPE OF BUSINESS

MAILING ADDRESS 100 S Broad Street, Monroe, Georgia 30655 Bar, Market & Restaurant

EMAIL ADDRESS Daniel South <daniel@blkstocks.com>

OWNER'S NAME Daniel South TELEPHONE (678) 300-1717

EMERGENCY CONTACT PERSON: Daniel South

TELEPHONE (678) 300-1717

PROPERTY OWNER'S NAME: Daniel South

TELEPHONE (678) 300-1717

\*\*NUMBER OF EMPLOYEES: FULL TIME 4  
PART TIME \_\_\_\_\_ **\*\*(Including Owners & Family Members)**

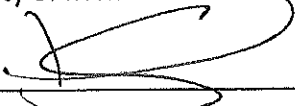
HAVE YOU EVER BEEN CONVICTED OF A FELONY OR ARE YOU DISQUALIFIED TO RECEIVE A LICENSE

BY REASON OF ANY MATTER OR THING CONTAINED IN THE LAWS OF THIS STATE, OR THIS CIYT? YES NO

WILL A SIGN BE INSTALLED ON THE BUILDING OR PROPERTY? YES NO

**A PERMIT IS REQUIRED FOR ALL SIGNS!!**

I hereby certify that I will not violate any of the laws of this State of Georgia or of the United States. I further agree to comply with any and all ordinances of the City of Monroe in conducting business in the City.

Signature:  Date 12 / 16 / 2020

### CITY OF MONROE

#### ALCOHOLIC BEVERAGE LICENSE APPLICATION

INSTRUCTIONS: PLEASE PRINT OR TYPE APPLICATION AND ANSWER ALL QUESTIONS.

Please fill out entire application leaving no sections blank; please mark sections that do not apply N/A

Please check the licenses that you are applying for.

### CITY OF MONROE

#### ALCOHOLIC BEVERAGE LICENSE FEES

| <u>CONSUMPTION ON PREMISE:</u>     | <u>LICENSE FEE:</u>            |                          |
|------------------------------------|--------------------------------|--------------------------|
| BEER/WINE                          | \$1000.00                      | <u>1000<sup>00</sup></u> |
| NON PROFIT PRIVATE CLUB            | \$600.00                       | _____                    |
| SUNDAY SALES-PRIVATE CLUBS ONLY    | \$150.00                       | _____                    |
| BEER/WINE AMENITIES LICENSE        | \$100.00                       | _____                    |
| <br>                               |                                |                          |
| DISTILLED SPIRITS                  | \$3000.00                      | <u>3000<sup>00</sup></u> |
| NON PROFIT PRIVATE CLUB-ONLY       | \$600.00                       | _____                    |
| SUNDAY SALES                       | \$150.00                       | <del>150.00</del>        |
| <br>                               |                                |                          |
| <u>PACKAGE:</u>                    | <u>LICENSE FEE:</u>            |                          |
| BEER/WINE                          | \$2000.00                      | <u>2000.00</u>           |
| HOTEL/MOTEL IN ROOM SERVICE        | \$250.00                       | _____                    |
| GROWLERS                           | \$2000.00                      | _____                    |
| <br>                               |                                |                          |
| <u>MANUFACTURER</u>                | <u>LICENSE FEE: 1 FEE ONLY</u> |                          |
| DISTILLERIES OR MICRO-DISTILLERIES | \$1500.00                      | _____                    |
| BREWERY OR MICRO-BREWERY           | \$1000.00                      | _____                    |
| <br>                               |                                |                          |
| BREWPUB                            | \$750.00                       | _____                    |

WHOLESALE DEALERS:

LICENSE FEE:

PRINCIPAL PLACE OF BUSINESS - CITY

BEER/WINE

\$1500.00

\_\_\_\_\_

DISTILLED SPIRITS

\$2000.00

\_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS - NOT IN CITY

\$100.00

\_\_\_\_\_

TEMPORARY LICENSE:

LICENSE FEE:

NON PROFIT ORGANIZATIONS

\$25.00 PER DAY

\_\_\_\_\_

FOR PROFIT ORGANIZATIONS

\$150.00 PER DAY

\_\_\_\_\_

SPECIAL EVENT VENUES  
REGISTRATION

\$300.00

\_\_\_\_\_

**There is a \$250.00 non-refundable administrative/investigative fee for all licenses except for a Beer/Wine Amenities License which the fee is \$200.00.  
There is no application fee for wholesale dealers. This administrative / investigative fee applies to new applications only-does not apply to renewals.**

1. Full Name of Business Beezus Enterprises, LLC

Under what name is the Business to operate? The Roe

Is the business a proprietorship, partnership or corporation? Domestic or foreign?

2. Address: a) Physical: 100 S. Broad St. Monroe Ga 30655

b) Mailing: (same)

3. Phone 678-300-1717 Beginning Date of Business in City of Monroe April 1, 2021

4.  New Business  Existing business purchase

If change of ownership, enclose a copy of the sales contract and closing statement.

5. Federal Tax ID Number 85-4263893 Georgia Sales Tax Number 309-687673



6. Is business within the designated distance of any of the following:

CHURCH; SCHOOL GROUNDS, COLLEGE CAMPUS (See Land Survey Requirements)

Beer and Wine 100 Yards Yes \_\_\_\_\_ No

Liquor 100 Yards (Church) or 200 Yards (School) Yes \_\_\_\_\_ No

7. Full name of Applicant Daniel Godfrey South

Full Name of Spouse, If Married Lindsey Renee South

Are you a Citizen of the United States or Allen Lawful Permanent Resident? Citizen

Birthplace Charlotte, North Carolina

Current Address 109 Williams St. city Monroe st GA zip 30655

Home Telephone 678-300-1717

Number of Years at present address 3+

Previous address (if living at current address less than 2 yrs).

n/a

Number of years at previous address n/a

8. If new business, date business will begin in Monroe April, 2021

If transfer or change of ownership, effective date of this change \_\_\_\_\_

If transfer or change of ownership, enclose a copy of the sales contract and closing statement.

Previous applicant & D/B/A n/a

9. What is the name of the person who, if the license is granted, will be the active manager of the business and on the job at the business? List address, occupation, phone number, and employer Lindsey South 109 Williams St. Monroe Ga 30655

Manager, 770-855-2122, self employed

10. Has the person, firm, limited liability company, corporation, applicant, owner/owners, partner, shareholder, manager or officer been arrested, convicted or entered a plea of nolo

contendere within ten (10) years immediately prior to the filing of this application for any felony or misdemeanor of any state or of the United States, or any municipal ordinance involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexually related crime. If yes, describe in detail and give dates.

No

11. Has the applicant been convicted under any federal, state or local law of any felony, within fifteen (15) years prior to the filing of application of such license? \_\_\_\_\_

NO

12. Do you own the land and building on which this business is to be operated? yes

13. Does this establishment have a patio/open area intended to be used for consumption of alcoholic beverages? [] yes or [] no

14. If operating as a corporation, state name and address of corporation, when and where incorporated, and the names and addresses of the officers and directors and the office held by each.

Beezus Enterprises LLC 100 S. Broad St. Monroe Ga 30655  
State of GA incorporated 7/20/20, member - Daniel G. South;  
member - Lindsey South; member - Jefferson T. South

15. If operating as a corporation, list the stockholders (20% or more) complete addresses, area code and telephone numbers, residential and business, and the amount of interest of each stockholder.

Daniel South 108 Williams St. Monroe Ga 30655 678-300-1717 - 33 1/3  
Lindsey South 108 Williams St. Monroe Ga 30655 770-855-2122 - 33 1/3  
Tyler South 1241 White Columns Dr. Monroe Ga 30655 404-392-1602 - 33 1/3

16. If operating as a partnership, list the partners with complete addresses, area code and telephone numbers, residential and business, and the amount of interest or percent of ownership of each partner. N/A

17. If partnership or individual, state names of any persons or firms owning any interest or receiving any funds from the corporation.

n/A

18. Does applicant receive any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? If yes, explain.

n/A

19. Does the applicant have any financial interest in any manufacturer or wholesaler of alcoholic beverages? If yes, please explain.

n/A

20. State whether or not applicant, partner, corporation officer, or stockholder holds any alcoholic beverage license in other jurisdiction or has ever applied for a license and been denied. (Submit full details)

n/A

21. Does you or your spouse or any of the other owners, partners or stockholders have any interest in any liquor store or wholesale liquor business?

n/A

22. If a retail grocery business in existence for more than six (6) months:

A statement from the applicant with documentary evidence provided that the business has had or will have gross sales of merchandise, other than malt beverages and wine, of more than three thousand dollars (\$3000.00) per month average for six (6) successive months preceding the filing of the application for this license or renewal thereof.

If a retail grocery business in existence for less than six (6) months:

A statement from the applicant with documentary evidence provided, that the business has had or will have gross sales of merchandise, other than malt beverages and wine, of more than three thousand dollars (\$3000.00) per month average for six (6) successive months from its inception; and within ten (10) days upon completion of six (6) months' verifying the statement required herein; and upon failure to provide such verification as prescribed herein, the license shall be suspended until such verification is made.

23. If a club, a statement that the club has been organized or chartered for at least one (1) year; a statement that during the past year the club has held regular monthly meetings; and a statement that the club has at least fifty (50) members.

24. Character References: (For the applicant)

1. Brian Krawczyk  
 Name  
411 S. Madison  
 Address  
Monroe Ga 30655 404-944-7992  
 City State Zip Telephone

2. Barry Patrick  
 Name  
1816 Highridge Drive  
 Address  
Conyers GA 30094 404-392-2342  
 City State Zip Telephone

3. David Butler  
 Name  
212 Walton Street  
 Address  
Monroe Ga 30655 678-687-6089  
 City State Zip Telephone

This the 25<sup>th</sup> day of January 2021.

[Signature] (Signature Applicant)  
Partner (Title i.e. Partner, General Partner, Manager, Owner, etc.)

Daniel South (Print Name)

Or: [Signature] (Signature of Corporate Officer)  
Daniel South (Printed Name and Title of Corporate Officer)

Signed, sealed and delivered in the presence of: [Signature]

Notary Public: Joyce Marie Parker

Executed: Jan. 25. 2021



**To:** City Council  
**From:** Logan Propes, City Administrator  
**Department:** Administration  
**Date:** 02/02/2021  
**Subject:** 1<sup>st</sup> Reading – Offenses and Miscellaneous Provisions Sec. 62-3 Possession of Marijuana Ordinance Amendment

**Budget Account/Project Name:**

**Funding Source:**

**Budget Allocation:**

**Budget Available:**

**Requested Expense:**

**Company of Purchase:**

**Description:**

Staff recommends that the Council approve the Ordinance Amendment update by adding and amending Sec. 62-3. Possession of Marijuana in its entirety.

**Background:**

The current Sec. 62-3. - Possession of marijuana Ordinance reads as follows:

- (a) Pursuant to the provisions of O.C.G.A. § 36-32-6, the municipal court is hereby clothed with jurisdiction to try cases involving the violation of state law in the possession of one ounce or less of marijuana.
- (b) Upon the request of the defendant or upon motion, ex mero motu, of the court, such charges shall be transferred to the court having general misdemeanor jurisdiction in the county.
- (c) Upon conviction of such charges the defendant shall be punished as provided in section 1-11 or otherwise as may be provided by law.

(Code 1988, § 11-1-8)

**Attachment:**

Updated Ordinance Amendment

For reference: Section 1-11

AN ORDINANCE TO AMEND CHAPTER 62 OF THE CODE OF ORDINANCES OF THE CITY OF MONROE, GEORGIA, REGARDING THE CITY’S OFFENSES AND MISCELLANEOUS PROVISIONS AND FOR OTHER PURPOSES.

THE MAYOR AND THE COUNCIL OF THE CITY OF MONROE HEREBY ORDAIN AS FOLLOWS:

**Article I.**

Chapter 62, Article I, Section 62-3 of the Code of Ordinances is hereby amended by adding the following section in its entirety:

**Sec. 62-3. Possession of marijuana.**

It shall be unlawful for any person to possess one ounce or less of marijuana within the corporate limits of the City of Monroe. Any person found guilty of violating this section shall be subject to the penalty as provided in Section 1-11; provided, that any defendant charged with possession of one ounce or less of marijuana shall be entitled on request to have the case against such defendant transferred to the court having general misdemeanor jurisdiction in the county wherein the alleged offense occurred.

**Article II.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Article III.**

This ordinance shall take effect from and after its adoption by the Mayor and Council of the City of Monroe, Georgia.

**FIRST READING.** This 9<sup>th</sup> day of February, 2021.

**SECOND READING AND ADOPTED** on this 9<sup>th</sup> day of March, 2021.

**CITY OF MONROE, GEORGIA**

**By:** \_\_\_\_\_ **(SEAL)**  
**John S. Howard, Mayor**

**Attest:** \_\_\_\_\_ **(SEAL)**  
**Debbie Kirk, City Clerk**



**To:** Planning & Code Committee  
**From:** Logan Propes  
**Department:** Administration  
**Date:** 03/02/2021  
**Subject:** Modified Development Agreement with MAB American et al.

**Budget Account/Project Name:** N/A

**Funding Sources:** SPLOST 2007, Utility CIP & Bond Proceeds, SPLOST 2019

**Budget Allocation:** N/A

**Budget Available:** N/A

**Requested Expense:** N/A **Company of Purchase:** N/A

**Description:**

Staff recommends that the City Council approve the newly modified Development Agreement as presented.

**Background:**

For the past several years the City of Monroe has been diligently working with the developer of the forthcoming Monroe Pavilion retail development located between Hwy 11 and Charlotte Rowell Boulevard.

As one of the largest retail developments under construction in the State of Georgia, there exists a great deal of new infrastructure needs to serve not only the development but also the surrounding area to ensure that the city is well-positioned for quality future growth in a controlled and deliberate manner. This development agreement contains a number of joint infrastructure improvements including new westbound on-ramp at CRB and Hwy 78, water and sewer mains, traffic signals, and future utility easements.

The major changes as noted in the development agreement modification are how the parties will perform and pay for the Southern Route Water Line while also eliminating an approximate \$500,000 city reimbursement for a water line upsizing installed within the project. The city's portion of the Southern Route Water Line will be capped at \$1.6 million and will be designed, engineered, constructed and managed by MAB American's project managers in consultation with the City.

**Attachment(s):**

Modified Development Agreement with MAB American et al. CLEAN and redlined version



**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among **THE CITY OF MONROE, GEORGIA** (the "**City**"), **MAB MONROE, LLC**, a Delaware limited liability company ("**MAB**"), **ROWELL FAMILY LIMITED PARTNERSHIP, LLLP**, a Georgia limited liability limited partnership, and **STILL FAMILY REALTY, LLC** (collectively, "**Rowell**"). The City, MAB, and Rowell are each referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

**RECITALS:**

A. Rowell owns certain real property in the City of Monroe, Walton County, Georgia more particularly described on Exhibit "A" attached hereto ("**Rowell Affected Property**").

B. MAB acquired from Rowell approximately 83.888 acres of land adjacent to the Rowell Affected Property in the City of Monroe, Walton County, Georgia and more particularly described on Exhibit "B" (the "**MAB Property**"). The MAB Property and Rowell Affected Property are referred to herein collectively, or as appropriate, as the "**Development Property**".

C. MAB has the right to acquire approximately 11 acres more particularly described on Exhibit "C" as the "MAB Option Property" (the "**MAB Option Property**").

D. MAB intends to develop and construct a commercial shopping center on the MAB Property, which commercial shopping center may also include the MAB Option Property ("**MAB Project**").

E. Rowell intends to develop and construct or sell and/or facilitate hotel, restaurant, and/or other retail and business uses compatible with the MAB Project on the Rowell Affected Property ("**Rowell Project**"). The MAB Project, the Rowell Project, and the MAB Option Property are referred to herein collectively, or as appropriate, as the "**Project**".

F. The City deems this proposed Project to be consistent with the City's comprehensive plan, if constructed, and beneficial to the City by reason of improving an underutilized tract of property within the City.

G. The City believes the Project, if constructed, will increase economic vitality to the City along with creating new employment opportunities for its residents, providing a major grocery chain supermarket and other major brand retailers new to Walton County, and generating new sales tax dollars, property tax dollars, and other taxes, licenses, fees, and charges to support municipal services.

H. The City believes this Project, if constructed, would enlarge its utility infrastructure and roadway infrastructure, and furthermore believes it is wise and prudent to assist MAB and Rowell with the Project.

I. Due to the substantial extraordinary costs associated with the development and construction of the Project, which is projected to create approximately 1,000 jobs, and the anticipated revenue generation derived from sales taxes, property taxes, and other taxes and fees, among other economic benefits to the City from the Project, the City believes it to be in the best interests of the City to assist MAB in the provision of infrastructure necessary for the Project.

J. The Parties desire to enter into this Agreement to address the design of Project, land use planning of the overall Development Property, tenancy, and development scheduling.

NOW THEREFORE, in consideration of the foregoing, the mutual promises of the Parties, and for other good and valuable consideration, the receipt of which hereby is acknowledged, the Parties hereby agree as follows.

1. **Development Plan.** The Parties have cooperatively developed a development plan and pattern book that governs the construction of the Project attached collectively hereto as Exhibit "D". Additionally, MAB has submitted to the City the Construction Plans for Monroe Pavilion dated March 31, 2020, as revised from time to time. Collectively the development plan and the pattern book attached as Exhibit D along with the submitted plans on file with the City concerning the Project as identified above shall be referred to herein as the Development Plan. The Development Plan has been approved by the City Council of Monroe with certain conditions on July 2, 2019. MAB and the Owner understand and agree that the Project will be designed and built in accordance with Development Plan. The parties further agree that any matters not specifically addressed in the Development Plan shall be controlled and governed by the City of Monroe’s Zoning Ordinance and Development Rights.

2. **Party Obligations.**

A. **Due Diligence Cooperation.** The City agrees to assist in the due diligence process of the Development Project, including providing MAB and Rowell available copies of its environmental, geotechnical, surveys, plans, licenses, easements, leases, maps, drawings, and other relevant documents associated with the Development Property (if any such are either in its possession or readily accessible to the City or its staff).

B. **Charlotte Rowell Water Main Extension.** The City agrees to coordinate with MAB and Rowell on the extension by MAB of a minimum 10" water main (the "**Charlotte Rowell Water Main Extension**") along Charlotte Rowell Boulevard to and through the Project from its current terminus at the intersection of Drake Road and Charlotte Rowell Boulevard to the westerly property line of the MAB Property and extending through the MAB Property following the Retail Boulevard (as defined in Section 2.L. below) to the vicinity of GA 11, then extending southerly from the Retail Boulevard, crossing under US Highway 78 to Mayfield Drive as shown on Project’s utility plan attached as Exhibit "F".

i. Except for that segment of the Charlotte Rowell Water Main Extension extending from Drake Road to the westerly property line of the MAB Property, the Charlotte Rowell Water Main Extension is to be completed no later than December 31, 2021 ("**Due Date**") with adequate supply, capacity, flow, and pressure, including fire

flow, to properly and adequately serve the MAB Project. MAB will construct any part of the Charlotte Rowell Water Main Extension it builds in accordance with City standards. The parties understand and agree that MAB will be solely responsible for all elements of installation and completion of the Charlotte Rowell Water Main Extension other than that segment of the Charlotte Rowell Water Main extension extending from Drake Road to the westerly property line of the MAB Property. MAB will dedicate to the City and the City will accept the completed Charlotte Rowell Water Main Extension upon such dedication. The parties acknowledge and agree further that the segment of the Charlotte Rowell Water Main Extension extending from Drake Road to the westerly property line of the MAB Property are to be designated as “future” on plans therefor and concerning same, no party would have any obligation to the other created by this Agreement.

ii. The City responsibility for the combined costs (including without limitation surveying, engineering, design, construction, financing, carry, acquisition, supervision, supplies, insurance, and equipment) of the Charlotte Rowell Water Main Extension installation and of the Sewer Extensions (as defined in Section 2.E.ii below) shall be One Million Three Hundred Eighty-One Thousand and No/100 Dollars (\$1,381,000.00) (the "**City Water Main and Sewer Contribution**"); provided, however, the City will also be responsible for the Mayfield Drive Waterline Segment Oversizing Costs (as defined in Section 2.B.iv below). MAB and Rowell shall be responsible for all the remaining costs and overages associated with the Charlotte Rowell Water Main Extension installation and of the Sewer Extensions, the total costs of which are currently projected to be in excess of Three Million and No/100 Dollars (\$3,000,000.00). The City will remit to MAB the City Water Main and Sewer Contribution upon MAB’s completion of the Charlotte Rowell Water Main Extension and the Sewer Extensions and within fifteen (15) days of the City’s acceptance of the dedication of the Charlotte Rowell Water Main Extension. The parties acknowledge and agree that MAB is to complete construction in accordance with the City’s approved plans and that the City will be inspecting construction on a regular basis, such that the City will accept dedication within fifteen (15) days of MAB’s provision to the City of notice of completion. If during its inspections the City identifies a defect in construction, the City will promptly notify MAB of same, and MAB shall have reasonable time and opportunity to cure such defect.

iii. The Charlotte Rowell Water Main Extension includes a segment extending from Charlotte Rowell Boulevard following along the Retail Boulevard, then extending south under US Highway 78 to Mayfield Drive (the "**Mayfield Drive Oversized Water Line Segment**") in the location shown on the Development Plan.

iv. MAB has agreed to "oversize" the Mayfield Drive Oversized Water Line Segment as a 20" line, rather than a 10" line, at the City's request. MAB will be responsible for the cost of “oversizing” the line, which cost is currently estimated to be \$499,608.06. Any cost above this \$499,608.06 estimate will be the responsibility of MAB. MAB, in conjunction with its site contractor, has prepared an estimate of the costs of installing the Mayfield Drive Oversized Water Line Segment as a 10" line and an estimate of the costs of installing the Mayfield Drive Oversized Water Line Segment as a

20" line, which estimates are set forth on Exhibit "G" (the "**Mayfield Drive Water Line Segment Oversizing Costs**").

v. To provide for installation of the Mayfield Drive Oversized Water Line Segment, (i) MAB will grant an easement to the City running from the southerly right-of-way of the Retail Boulevard to the northerly right-of-way US Highway 78, and (ii) the City will permit MAB to utilize the City's existing utility easement running from the southerly right-of-way of US Highway 78 to Mayfield Drive.

**C. Donation of Rowell Lots.**

i. Rowell will provide the City with fee simple ownership of surveyed, or platted, lots for (i) a gas regulator station; (ii) electric substation; and (iii) fire station (approximately 1 acre) (the "**Fire Station Lot**") consistent with the prior separate agreement between City and Rowell, all as shown on the Development Plan, as such location(s) may be revised from time to time by mutual agreement of the Parties.

ii. Within seven (7) years after donation of the Fire Station Lot, the City will construct, equip, and man a fire station on the deeded site sufficient to maintain the City's current ISO rating, failing which the site shall revert to MAB or Rowell, as the case may be, free and clear of all liens and encumbrances, and the conveyance deed shall so provide. The City in its sole discretion shall not be obligated to construct, equip and man this fire station if funds are not available to do so.

**D. Sewer Extensions.**

i. The City agrees to coordinate with MAB on the extension by MAB of a minimum 8" sanitary sewer gravity trunk line shown on the Mass Grading Plans For Monroe Pavilion prepared by Columbia Engineering dated November 18, 2019, as revised from time to time prior to approval and approved by the City (the "**8-inch Sewer Extension**"). The entire 8-inch Sewer Extension lies within the MAB Property. MAB will dedicate to the City the 8-inch Sewer Extension and the City will accept the completed 8-inch Sewer Extension upon such dedication.

ii. Rowell has previously incurred approximately \$85,000.00 in expenses for surveying, engineering, blasting rock, and installation of the minimum 12" sanitary sewer gravity trunk line in the form of installation of a dry section of the sanitary sewer gravity trunk line pipe underneath the right-of-way of Charlotte Rowell Boulevard shown on the Gravity Sewer Outfalls Charlotte Rowell Boulevard Tracts for Lee Rowell prepared by Precision Planning Inc. dated November 12, 2019 and approved by the City and placement of sanitary sewer manholes at either end of this section of trunk line (the "**12-inch Sewer Extension**"). The entirety of the 12-inch Sewer Extension is not located on the MAB Property. The 8-inch Sewer Extension and 12-inch Sewer Extension are collectively referred to as the "**Sewer Extensions**".

iii. Rowell and MAB jointly agree to donate to the City a public easement for the route of the extension of the 12-inch Sewer Extension across property Rowell owns west of Charlotte Rowell Boulevard. The 12-inch Sewer Extension is to be completed no later than the Due Date. MAB will construct the 12-inch Sewer Extension in accordance with City standards. The City Water Main and Sewer Contribution will be the City's sole monetary contribution to the 12-inch Sewer Extension.

iv. The Sewer Extensions will have adequate capacity to properly and adequately serve the MAB Project and will be consistent with the foregoing engineering plans approved by the City.

E. **US Highway 78 On-Ramp.** Pursuant to the Signed WB On Ramp letter of support dated January 7, 2020 among the City, MAB, Georgia Department of Transportation (“GDOT”), and Walton County, the City will cooperate to facilitate surveying, engineering, design, and construction of an on-ramp for southbound traffic on Charlotte Rowell Boulevard to access the westbound lanes of US Highway 78. This Development Agreement is not intended to create conflict with respect to the letter of support referenced in this Section 2.F. The City’s contribution to this on-ramp project shall be limited to its providing \$350,000.00 in a cost sharing contribution pursuant to the letter of support representing the same. The parties acknowledge this on-ramp is progressing with a hopeful completion of January 2022. The parties further acknowledge there will be no change in the City’s participation on this on-ramp project as provided in this subparagraph E.

F. **Raw Water Line Easement.** The City will coordinate with MAB regarding the possible re-routing of the existing 20-foot raw water line easement on the MAB Property so as to minimize impact on MAB's outparcels. The City agrees that if it elects to install an additional raw water line, such additional line will be located within such existing easement in coordination with MAB of the MAB Project.

G. **Fee Waivers.** The City agrees to waive up to twenty-five percent (25%) of its development permit fees relating to the Code Department plan review and building and site permits as required in connection with the Project and up to twenty-five percent (25%) of fees related to water, sewer, electrical, telecom/fiber or other utility related impact fees, tap fees, permit fees, design fees or the like; provided, however, that the total waiver of all the foregoing fees shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00).

H. **Traffic Light Installation.**

i. Subject to MAB obtaining all necessary governmental approvals, MAB will cause a traffic light to be installed at the entrance to the Project off Charlotte Rowell Boulevard (the "**Charlotte Rowell Traffic Light**"). The City agrees to reimburse MAB for the actual hard and soft costs incurred by MAB in obtaining and installing the Charlotte Rowell Traffic Light, up to a cap of Two Hundred Thirty Thousand and No/100 Dollars (\$230,000.00), which reimbursement will be paid within thirty (30) days after MAB provides invoices for the same.

ii. Subject to MAB obtaining all necessary governmental approvals, MAB, at MAB's sole cost, will cause a traffic light to be installed at the entrance to the Project off Georgia Highway 11 (the "**Highway 11 Traffic Light**"). The City and MAB acknowledge that the Highway 11 Traffic Light has been approved by GDOT and that applications for curb cuts have been submitted to GDOT with the expectation permits will be issued in the near future. The City's Code Office will assist MAB in completion of this work upon MAB's physical receipt of these governmental approvals.

I. **Cooperation and Easements.** To the extent completion of MAB's or Rowell's obligations under this Agreement require easements from third parties not subject to this Agreement, the City agrees to cooperate to secure easements from such parties, including, without limitation, using its condemnation powers on an expedited basis given the overall benefits to the public of the additional public infrastructure and improvements. The City will be solely responsible for all costs associated with the same.

J. **Construction of Commercial Buildings.** MAB agrees to construct at least 125,000 square feet of commercial buildings on the MAB Property once it has secured fully executed leases with retail tenants within the shopping center for this threshold amount of space. Rowell agrees to facilitate construction of incremental square footage of commercial buildings upon the sale or lease of property therefor on the Rowell Affected Property.

K. **Retail Boulevard.** MAB agrees to construct an access boulevard and related fully signalized intersections between Charlotte Rowell Boulevard and GA Hwy 11 as shown on Construction Plans For Monroe Pavilion Plan Sheet C1.1 Overall Site Plan prepared by Columbia Engineering and dated March 31, 2020 attached as Exhibit "I" hereto ("**Retail Boulevard**"), and to dedicate same, including approximately 7.3 acres of right-of-way, to the City upon substantial completion, for City's maintenance and policing as a public street, which the City will accept upon such dedication. MAB or its contractor will provide requisite and customary performance bonding, or other acceptable surety, for the Retail Boulevard infrastructure to ensure its completion and maintenance for a period of two (2) years from completion of construction. Notwithstanding the foregoing, upon dedication of the Retail Boulevard to the City, MAB or its successors and assigns shall remain responsible for five (5) years for all costs of irrigation and professional landscaping of the landscaping features installed along the Retail Boulevard that are for the mutual benefit of the City and the tenants of the Project. Additionally, MAB agrees that it shall coordinate the installation of all street plantings, buffers and irrigation of the same on the Project in order to maintain a balanced maturity of the vegetation thereon. The City's staff will continue to assist MAB with street lighting selection and obtaining the requisite lights and poles from preferred vendors. The City's Electric Department will continue to work with MAB's engineers and architects on street lighting for the Project. All installation of the same will be the responsibility of MAB in accordance with the following: MAB will construct the electrical lighting (conduit, bases, etc.) on the Retail Boulevard along with construction of the whole Retail Boulevard. The City will set the actual poles once completed and ready for installation.

L. **Rowell Utility Realignments and Improvements.** By separate agreement with the City, Rowell shall cause all utility and road realignments and improvements to be made

on or near the property of Rowell located in the northwestern corner of the intersection of Charlotte Rowell Boulevard and Georgia Highway 11 by December 31, 2021.

M. **Funding of Obligations.** The parties acknowledge that certain requirements of MAB and Rowell under this Agreement and the Development Plan may not be completed prior to MAB or its future tenants desiring to commence construction efforts on buildings located on the Project which will require the pulling of various permits and approvals from the City. Should the same occur, the parties agree to cooperate together and enter into appropriately secured arrangements to secure the obligations hereunder of MAB or Rowell as the case may be for the completion of said requirements within an agreed upon timeframe. Such arrangements may be in the form of letters of credit, insurance, and/or bonds provided by MAB and/or Rowell as appropriate to fund completion. This will allow tenants of the Project to continue to proceed towards final completion in a timely manner yet provide the City with the necessary assurances that the Project will be fully completed in accordance with Development Plan and this Agreement.

N. **Southern Water Line Connection.** The City agrees to reimburse MAB for MAB’s construction of an 18” water line extending from the City of Monroe Water Treatment Plant to Mayfield Drive following the routing shown on Exhibit E (the “Southern Water Line Connection”). MAB has selected Brent Scarbrough & Company, Inc. (“Scarbrough”) as its contractor to perform such work and signed a contract with Scarbrough to include construction of the Southern Water Line Connection. Scarbrough has priced MAB’s scope of work for this project, as defined by the surveying and construction plans previously prepared for the Southern Water Line Connection by MAB’s consulting engineer, Columbia Engineering, and approved by the City to be at a cost of \$1,597,223.79 as shown on Exhibit H. The City recognizes that MAB’s responsibility to perform its construction of the Southern Water Line Connection is contingent upon the availability and willingness of Scarbrough to perform such work at this cost, there being no other site contractor available to MAB at this time to perform such work at such cost. Subject to such contingency, MAB will cause the Southern Water Line Connection to be constructed in accordance with City standards for public utility lines and the plans for the project previously approved by the City. The City’s reimbursement to MAB for its scope of work to construct the Southern Water Line Connection shall not exceed \$1,600,000.00, subject to change orders that may be agreed upon by the parties and conducted in accordance with the reimbursement procedure as set forth hereinbelow. The parties recognize that MAB has already spent in excess of \$100,000 for surveying, utility locates, engineering, design, and permitting for the project, that MAB will absorb those costs, and that such amount is not a reimbursable item from City to MAB. MAB agrees to expend another \$8,000 with a structural design firm to finalize the design of the aerial piers that will carry the Southern Water Line Connection over a creek crossing as shown in the approved plans for the project and that upon completion those aerial pier plans shall become a part of the MAB scope of work for the project (for clarity, costs of preparing the plans are not reimbursable by the City; construction of the aerial piers and related components shown on the plans by MAB are reimbursable by the City and are included within the \$1,600,000.00). MAB will be responsible for its change orders arising within its scope of work. A change order requested of MAB by the City within MAB’s scope of work and consented to by MAB will be paid for by the City pursuant to the reimbursement procedure set forth hereinbelow. MAB will first certify and then pay monthly construction draws submitted by Scarbrough on a progress basis

for the project. Upon paying a monthly draw to Scarborough, MAB shall in turn submit a monthly invoice to the City seeking reimbursement from the City together with documentation from MAB verifying the work for which reimbursement is requested has been performed and demonstrating payment has been made by MAB to Scarborough for such work less retainage. The City shall promptly reimburse MAB for the invoiced amount(s) less retainage, with reimbursement to occur no later than ten (10) business days following the City's receipt of the monthly invoice from MAB. The City will withhold the same amount of retainage on the project as does MAB with Scarborough to ensure completion to City standards for public utilities. MAB intends to hold retainage and not release such to Scarborough until after successful pressure testing and chlorination of the Southern Water Line Connection at which time MAB would request the City to release its retainage to MAB. Upon completion of the Southern Water Line Connection by MAB, the City will take ownership of the Southern Water Line Connection as a public utility line without need of platting. The City and MAB desire to have MAB also oversee construction of the Southern Water Line Connection in order to ensure MAB meets its own deliverable date, currently targeted for completion by mid-to-late April 2021, and MAB has retained Bradley Consulting to undertake such construction management of the project at MAB's cost. The City's separate scope of work in connection with Southern Water Line Connection is defined by a list of its responsibilities set out at the bottom of page 2 of Exhibit H and the City is responsible for any change orders within its scope of work. The parties recognize that performance of both the MAB scope of work and the City scope of work are necessary to fully, finally, and jointly complete the project. The City will absorb the cost of its responsibilities and conduct them in a timely manner coordinated with MAB's project schedule so as to facilitate and not delay MAB's deliverable date of mid-to-late April 2021 for the project. The City's responsibilities include any easement acquisitions needed for the Southern Water Line Connection and its construction. (The City and MAB are presently aware of one known needed easement, it being in the vicinity north of the creek crossing, and such easement is currently in process with the City Attorney.) Additional easements, if any, needed by the City from Rowell will be provided and obtained outside the scope of this Agreement in a manner acceptable to those two parties.

3. **Commitments of the City Utilities.** Pursuant to "will serve" letters previously provided by the City, the City has represented to MAB and Rowell that it has sufficient water and sanitary sewer capacities to serve the Project assuming the infrastructure improvements called for herein are installed and will maintain such capacities for the benefit of the Project, provided MAB or Rowell, as applicable, have constructed and completed and ready for occupancy for a minimum of 125,000 square feet of commercial space on their respective portions of the Project on or before the Due Date.

4. **Cooperation of City and MAB and Rowell.** The City shall promptly take all actions and enact all resolutions and ordinances as are necessary to fully implement all of the obligations set forth in this Agreement, and all Parties agree to cooperate with a requesting Party to obtain necessary permits and approvals from all governmental authorities and agencies, and shall submit such applications and perform such acts as may be necessary, appropriate, or convenient to implement the intentions of this Agreement to be entered into by the Parties. The City agrees that the City will not take any actions or enact any resolutions, ordinances, or executive orders which are contrary to this Agreement.



5. **Events of Default.** Subject to Section 17 below, whenever performance is required of any Party, such Party shall use all due diligence and take all necessary measures in good faith to perform. Notwithstanding anything in this Section 5 to the contrary, if a Party defaults under this Agreement, the rights and obligations of the non-defaulting Parties to each other under this Agreement will remain unaffected and neither of the non-defaulting Parties will be required to cure such default or incur additional obligations as a result of such default. In no event shall any Party have a claim against or be responsible to another Party for consequential or punitive damages. All payments required of a Party under this Agreement which are past due shall, after five (5) business days' written notice and failure to cure, bear interest from the date due until paid at the lesser of fifteen percent (15%) or the maximum lawful rate of interest. The Parties agree that such late charge and interest represent a fair and reasonable estimate of the costs that the non-defaulting Party will incur by reason of such late payment. The provision for such late charge shall be in addition to all other rights and remedies under this Agreement or at law or in equity and shall not be construed as a penalty.

6. **Invalidity.** Should any provision of this Agreement be held invalid in whole or in part, it shall not affect or invalidate the balance of such provision or any other provisions.

7. **Amendments.** This Agreement may not be modified or changed except by an instrument in writing and signed and executed by all Parties.

8. **Entire Agreement.** This Agreement supersedes all prior discussions between the Parties with respect to the Project. This Agreement contains the sole and entire understanding between the Parties and all other promises, inducements, agreements, representations, and warranties heretofore made between the Parties, if any.

9. **Notices.** All notices, requests, demands, or other communications required to be given hereunder shall be in writing and addressed and delivered by hand or by certified mail or by deposit with an overnight delivery service with document tracking to each Party as set forth below:

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

with a copy to:  
Paul L. Rosenthal, Esq.  
Preston & Malcom, P.C.  
110 Court Street  
P.O. Box 984  
Monroe, Georgia 30655

MAB Monroe, LLC  
Attention: John C. Argo  
525 N. Tryon Street, Suite 1600  
Charlotte, North Carolina 28202  
Telephone: 704-331-6587  
Email: [john@mabamerican.com](mailto:john@mabamerican.com)

Rowell Family Partnership, LLLP  
Attention: Lee Rowell  
P. O. Box 1936  
779 Rowe Road  
Monroe, Georgia 30655  
Telephone: 770-318-6153  
Email: rowell.m@gmail.com

10. **Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts together shall constitute the entire Agreement.

11. **Successors and Assigns and Termination.** This Agreement shall be binding on the Parties and their successors and assigns in accordance with the obligations as stated in Section 2 herein. This Agreement can only be terminated with the consent of all Parties.

12. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

13. **Relationship of the Parties.** The Parties agree and acknowledge that this Agreement does not establish a specific relationship among the Parties except as specifically provided herein. It is the intent of the Parties to specifically describe the exact nature and extent of the business relationship, including all rights and responsibilities of each Party, in this Agreement and such other necessary or required operative documents, resolutions, or ordinances as a result of further negotiations contemplated upon the execution of this Agreement.

14. **Recordation of Agreement.** At the request of any Party, the Parties hereby agree to execute and deliver the original of this Agreement or a Memorandum thereof in proper form for recording in the appropriate property or governmental records. The Party requesting recordation shall pay for all costs of preparing the instrument to be recorded, and the recordation costs associated with such instrument.

15. **Tax Treatment.** The Parties agree to structure any payments or contributions by the City under this Agreement in a mutually agreed upon manner, guided by MAB’s tax counsel, so as to avoid the need for MAB to recognize any such payments or contributions as gross income under Section 61 of the Internal Revenue Code.

16. **Non-Transferability.** MAB agrees that it shall not transfer or assign its rights and interests in this Agreement, other than to an affiliate of MAB or as pledged to a lender, for a period of five (5) years from the Effective Date of this Agreement, without the consent of the City, unless the Project has been completed earlier; provided, however, that such limitation does not apply to the sale or lease of parcels or buildings within the MAB Property pursuant to the Project plan as approved for development by the City.

17. **Force Majeure.** If any Party is delayed, hindered or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, terrorist acts, public health concerns not in the control of such Party (including, without limitation, epidemic or pandemic), insurrection, the act, failure to act or default of the other party, war or any reason beyond their control, then performance of the act will be excused for the period of the delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. If (i) there should arise any permitted delay for which a Party is entitled to delay its performance under this Agreement and (ii) such Party anticipates that such permitted delay will cause a delay in its performance under this Agreement, then such Party agrees to provide written notice to the other Parties of this Agreement of the nature and the anticipated length of such delay. Notwithstanding the foregoing, obligations to make a payment of money will not be subject to this Section 17.

In WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the date as first written above.

**CITY OF MONROE**

\_\_\_\_\_

By: John Howard, Mayor

**ATTEST:**

\_\_\_\_\_

By: Debbie Kirk, City Clerk

**MAB MONROE, LLC,**  
a Delaware limited liability company

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

Name: Cary Uretz

Title: Authorized Representative

**ROWELL FAMILY PARTNERSHIP, LLLP,**  
a Georgia limited liability limited partnership

By: Rowell Holdings, Inc., a Georgia  
corporation, its General Partner

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

Name: Michael Lee Rowell

Title: President

[Signatures continued on following page]

**STILL FAMILY REALTY, LLC,**  
a Georgia limited liability company

By: The Jane J. Still Living Trust,  
its Sole Member and Manager

By: \_\_\_\_\_  
Name: Jane M. Still, as Trustee, by Michael Lee Rowell, as attorney in fact pursuant to that certain Limited Power of Attorney dated February 10, 2020 and recorded simultaneously herewith

By: \_\_\_\_\_  
Name: Robert H. Still, Jr., as Trustee, by Michael Lee Rowell, as attorney in fact pursuant to that certain Limited Power of Attorney dated February 10, 2020 and recorded simultaneously herewith

**EXHIBIT "A"**

**DESCRIPTION OF ROWELL AFFECTED PROPERTY**

Tax Parcel ID Nos. M0050045, M004003, and M0050045D00

**EXHIBIT "B"**

**DESCRIPTION OF MAB PROPERTY**

Lots 1 of Monroe Pavilion, a subdivision of Walton County, Georgia, according to the Minor Subdivision Plat prepared by Columbia Engineering and recorded at Plat Book 117, Page 26 of the Walton County, Georgia real estate records.

**EXHIBIT "C"**

**DESCRIPTION OF MAB OPTION PROPERTY**

Lots 2 of Monroe Pavilion, a subdivision of Walton County, Georgia, according to the Minor Subdivision Plat prepared by Columbia Engineering and recorded at Plat Book 117, Page 26 of the Walton County, Georgia real estate records.

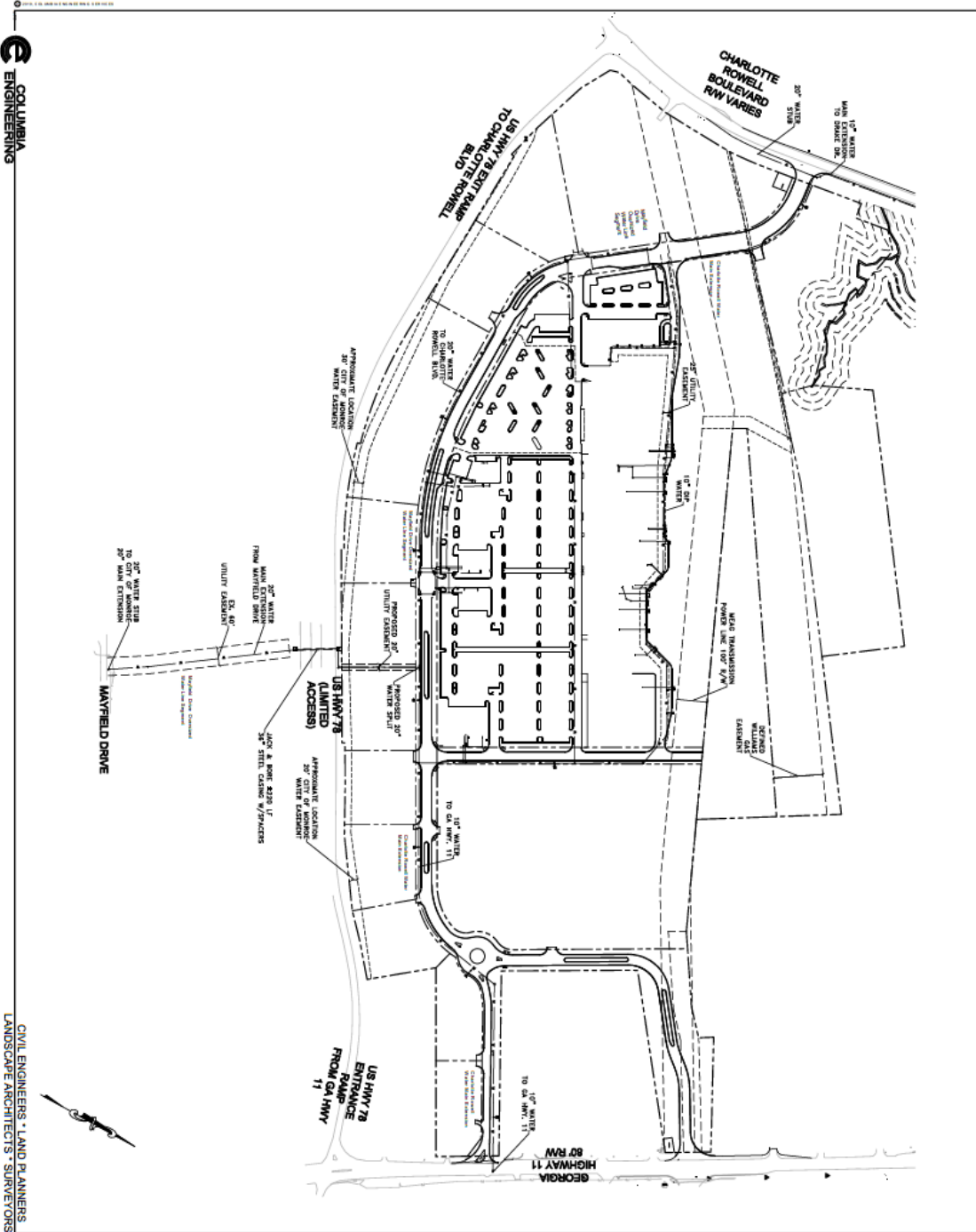






# EXHIBIT "F"

## MAB UTILITY PLAN



COLUMBIA ENGINEERING

CIVIL ENGINEERS - LAND PLANNERS  
LANDSCAPE ARCHITECTS - SURVEYORS

|      |    |          |
|------|----|----------|
| DATE | BY | REVISION |
|      |    |          |
|      |    |          |
|      |    |          |

|          |      |
|----------|------|
| ENGINEER | DATE |
|          |      |
|          |      |
|          |      |

|           |  |
|-----------|--|
| PROJECT   | MONROE PAVILION<br>US HIGHWAY 78 AT CHARLOTTE ROWELL BLVD<br>MONROE, GEORGIA         |
| DEVELOPER | MAB AMERICAN MANAGEMENT, LLC<br>525N TYRON STREET, SUITE 1600<br>CHARLOTTE, NC 28202 |

|  |
|--|
| <p>OVERALL WATER UTILITY PLAN</p> <p>EX-F1</p> |
|--|

  
**COLUMBIA ENGINEERING**  
 2100 BURNING-HIGHWAY  
 DUBLIN, GEORGIA 30098  
 (770) 252-0257





**EXHIBIT "G"**

**MAYFIELD DRIVE WATER LINE SEGMENT OVSIZING COSTS**

**20" vs 10" Waterline**



|               |           |      |              |
|---------------|-----------|------|--------------|
| 8/24/2020     |           |      | Sheet 1 of 1 |
| Submitted To: | Phone:    | Fax: |              |
|               | Job Name: |      |              |
|               | Location: |      |              |

As per preliminary plans dated 3/31/2020  
**We hereby submit specifications and estimates for:**

**20" C905 Water**

| <u>Item</u>                       | <u>Unit</u> | <u>Quantity</u> | <u>Price</u> | <u>Subtotal</u>      |
|-----------------------------------|-------------|-----------------|--------------|----------------------|
| 20" CL250 DIP (For Bore)          | lf          | 220             | 119.65       | 26323.00             |
| 20" C905 DR18 Water Main          | lf          | 3,785           | 83.18        | 314831.95            |
| 20" Fittings                      | ea          | 18              | 2317.26      | 41710.68             |
| 20" Plug                          | ea          | 1               | 1347.00      | 1347.00              |
| 20"x10" Reducer                   | ea          | 2               | 1429.83      | 2859.66              |
| 20"x20"x6" Tee                    | ea          | 10              | 2396.23      | 23962.30             |
| 20"x20"x10" Tee                   | ea          | 1               | 2453.44      | 2453.44              |
| 20"x20"x20" Tee                   | ea          | 2               | 2928.14      | 5856.28              |
| 20" Gate Valve                    | ea          | 4               | 27820.00     | 111280.00            |
| 36" Jack and Bore under GA Hwy 78 | lf          | 220             | 598.00       | 131560.00            |
| 36"x20" Casing Spacers            | ea          | 27              | 519.00       | 14013.00             |
| 36"x20" End Seal                  | ea          | 2               | 984.53       | 1969.06              |
| 20" Locking Gasket                | ea          | 10              | 908.66       | 9086.57              |
| Thrust Blocking for 20"           | ea          | 31              | 1050.00      | 32550.00             |
| Dead Man Blocking for 20"         | ea          | 1               | 1500.00      | 1500.00              |
| Testing                           | lf          | 3,965           | 2.25         | 8921.25              |
| <b>Total</b>                      |             |                 |              | <b>\$ 730,224.19</b> |

*Note: Back taps of existing water main excluded. Rock excluded from J&B.  
 Note: Bedding stone for water line excluded.  
 Note: Trench assumed to be backfilled with native soils. Stone backfill excluded.*

**If 20" C905 Water was 10" C900**

| <u>Item</u>                       | <u>Unit</u> | <u>Quantity</u> | <u>Price</u> | <u>Subtotal</u>      |
|-----------------------------------|-------------|-----------------|--------------|----------------------|
| 10" DIP (For Bore)                | lf          | 220             | 40.16        | 8835.20              |
| 10" C900 DR14 Water Main          | lf          | 3,785           | 31.89        | 120703.65            |
| 10" Fittings                      | ea          | 18              | 712.13       | 12818.34             |
| 10" Plug                          | ea          | 1               | 381.05       | 381.05               |
| 10"x10"x6" Tee                    | ea          | 10              | 838.70       | 8387.00              |
| 10"x10"x10" Tee                   | ea          | 3               | 987.43       | 2962.29              |
| 10" Gate Valve                    | ea          | 4               | 2596.53      | 10386.12             |
| 20" Jack and Bore under GA Hwy 78 | lf          | 220             | 404.00       | 88880.00             |
| 20"x10" Casing Spacers            | ea          | 27              | 295.83       | 7987.41              |
| 20"x10" End Seal                  | ea          | 2               | 585.42       | 1170.84              |
| 10" Locking Gasket                | ea          | 10              | 475.42       | 4754.23              |
| Thrust Blocking for 10"           | ea          | 31              | 285.00       | 8835.00              |
| Dead Man Blocking for 10"         | ea          | 1               | 550.00       | 550.00               |
| Testing                           | lf          | 3,965           | 1.00         | 3965.00              |
| <b>Total</b>                      |             |                 |              | <b>\$ 280,616.13</b> |

*Note: Back taps of existing water main excluded. Rock excluded from J&B. If encountered, charge of \$435/LF for 36" casing vs. \$287/LF for 20" casing for conventional rock head. Robbins head if required is \$585/LF with 40 LF minimum charged.  
 Note: Bedding stone for water line excluded.  
 Note: Trench assumed to be backfilled with native soils. Stone backfill excluded.*

**Difference \$ 449,608.06**

**EXHIBIT "H"**



1/7/2021

|               |  |           |                 |      |  |
|---------------|--|-----------|-----------------|------|--|
| Submitted To: |  | Phone:    |                 | Fax: |  |
|               |  | Job Name: | Monroe Pavilion |      |  |
|               |  | Location: | Monroe, GA      |      |  |

We hereby submit specifications and estimates for:  
As per plans dated 3/31/2020 emailed on 6/22/2020

**COP 09 - 20" Water Main Extension**

| Item  | Unit | Quantity | Price           | Subtotal            |
|---|------|----------|-----------------|---------------------|
| Layout / As Built   | ls   | 1        | 15,000.00       | 15,000.00           |
| Tie into Existing 24" Main                                | ea   | 1        | 10,000.00       | 10,000.00           |
| 20" C900 in Pavement                                      | lf   | 3820     | 146.01          | 557,763.55          |
| 20" C900 in Shoulder                                      | lf   | 800      | 146.01          | 116,809.12          |
| 20" MJ Bend   | ea   | 30       | 2,317.26        | 69,517.80           |
| 24"x20" Reducer   | ea   | 1        | 2,495.80        | 2,495.80            |
| 20" Gate Valve  | ea   | 5        | 27,820.00       | 139,100.00          |
| 20" Air Release Valve                                     | ea   | 2        | 3,647.04        | 7,294.08            |
| Miscellaneous Material for Repairing Existing Water Lines | ls   | 1        | 15,000.00       | 15,000.00           |
| Saw Cuts  | lf   | 7640     | 3.00            | 22,920.00           |
| Asphalt Demo  | sy   | 2971     | 8.00            | 23,768.00           |
| Haul Off Dirt Spoils to Publix Site                       | cy   | 4309     | 25.00           | 107,725.00          |
| GAB Backfill  | tn   | 7869     | 32.00           | 251,808.00          |
| Permanent Grassing  | ls   | 1        | 6,500.00        | 6,500.00            |
| Silt Fence at Aerial Crossing                             | lf   | 500      | 6.00            | 3,000.00            |
| Trench Box Shoring  | ls   | 1        | 25,000.00       | 25,000.00           |
| 20" Thrust Block  | ea   | 30       | 1,050.00        | 31,500.00           |
| Chlorination Tap  | ea   | 1        | 550.00          | 550.00              |
| Testing   | lf   | 4700     | 1.00            | 4,700.00            |
| Hydroexcavation   | hr   | 100      | 450.00          | 45,000.00           |
| 4' Diameter Junction Box                                  | ea   | 1        | 2,605.00        | 2,605.00            |
| 24" RCP   | lf   | 16       | 55.22           | 883.52              |
| 24" Headwall  | ea   | 1        | 1,659.12        | 1,659.12            |
|   |      |          | <b>Subtotal</b> | <b>1,460,598.99</b> |

*Allowance for Aerial Crossing: Based on the drawings provided, BSC proposes to span the aerial crossing with 36" steel casing placed on the two concrete piers. We then would place the 20" DIP water line within the casing using locking gaskets and casing spacers. Additional designs will have to be performed to confirm this approach. Concrete piers are assumed to be on 8'x6'x18" spread footers.*

|                          |    |    |                 |                   |
|--------------------------|----|----|-----------------|-------------------|
| 20" DIP Aerial           | lf | 80 | 300.00          | 24,000.00         |
| 20" Locking Gasket       | ea | 5  | 870.60          | 4,353.00          |
| Aerial Concrete Pier     | ea | 2  | 15,000.00       | 30,000.00         |
| 36" Steel Casing         | lf | 60 | 376.55          | 22,593.00         |
| Clearing for Aerial Line | ls | 1  | 15,000.00       | 15,000.00         |
| 20" Solid Sleeve         | ea | 6  | 1,944.48        | 11,666.88         |
|                          |    |    | <b>Subtotal</b> | <b>107,612.88</b> |

P&P Bond ls 1 29,011.92

**20" Total \$ 1,597,223.79**

**Notes:**

~ Backfill of water main to be GAB in paved sections only. Native material assumed to be suitable for backfill

- in non paved areas.*
- ~GAB backfill to top of existing pavement.*
- ~ All aerial is an allowance until we receive final pier configuration.*
- ~Bedding Stone for water line excluded.*
- ~Alternate Add for purchasing and installing #57 Stone bedding stone from 6" below pipe to centerline of pipe: \$54,825.00*
- ~Proposal includes 4' of cover over pipe.*
- ~Alternate Add for 6' of cover over pipe: \$125,950*

*~Items listed below are City of Monroe responsibility and are excluded from the above scope:*

- ~Permits*
- ~Consents*
- ~Easements, including temporary construction easements*
- ~Inspections*
- ~Traffic Control*
- ~Utility Relocations (ie: Gas Mains, Fibers, etc.)*
- ~Paving*
- ~Patching*
- ~Clipping out and disposal of excess GB for paving prep*
- ~Striping*
- ~Curb/Sidewalk Replacement*
- ~Driveway Replacement*

*~Pricing is good until 4/7/2021*

1. The City has determined that it will not take the Alternate Add set forth on p. 2 of Exhibit H referring to use of #57 Stone for bedding pipe.
2. The City has determined that it will not take the Alternate Add set forth on p. 2 of Exhibit H referring to 6 feet of cover over the pipe (use 4 feet of cover instead).
3. The City's scope of work set out on Exhibit H includes gas relocates and it will perform those. The City advises that there is only a single contractor approved to do moves of steel gas lines, that it will take that party several days to mobilize to conduct such a gas relocation for the City, and that MAB's contractor Scarbrough should take that into account when scheduling its work to install the water line and coordinate with the City accordingly.
4. The City advises that Utility Relocations which are part of its scope of work set out in Exhibit H are fine as to gas, fiber, etc. that are owned by the City. The City advises that it will not undertake relocation of sanitary sewer mains. Where conflicts may arise between installation of the 20 inch water line and a sanitary sewer main line that must be crossed by this water line, MAB's contractor should plan on crossing the sanitary line by placing the pipe for the water line beneath the pipe for the sanitary sewer line.





3/4/21

Formatted: Right

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among **THE CITY OF MONROE, GEORGIA** (the "**City**"), **MAB MONROE, LLC**, a Delaware limited liability company ("**MAB**"), **ROWELL FAMILY LIMITED PARTNERSHIP, LLLP**, a Georgia limited liability limited partnership, and **STILL FAMILY REALTY, LLC** (collectively, "**Rowell**"). The City, MAB, and Rowell are each referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

**RECITALS:**

A. Rowell owns certain real property in the City of Monroe, Walton County, Georgia more particularly described on Exhibit "A" attached hereto ("**Rowell Affected Property**").

B. MAB acquired from Rowell approximately 83.888 acres of land adjacent to the Rowell Affected Property in the City of Monroe, Walton County, Georgia and more particularly described on Exhibit "B" (the "**MAB Property**"). The MAB Property and Rowell Affected Property are referred to herein collectively, or as appropriate, as the "**Development Property**".

C. MAB has the right to acquire approximately 11 acres more particularly described on Exhibit "C" as the "MAB Option Property" (the "**MAB Option Property**").

D. MAB intends to develop and construct a commercial shopping center on the MAB Property, which commercial shopping center may also include the MAB Option Property ("**MAB Project**").

E. Rowell intends to develop and construct or sell and/or facilitate hotel, restaurant, and/or other retail and business uses compatible with the MAB Project on the Rowell Affected Property ("**Rowell Project**"). The MAB Project, the Rowell Project, and the MAB Option Property are referred to herein collectively, or as appropriate, as the "**Project**".

F. The City deems this proposed Project to be consistent with the City's comprehensive plan, if constructed, and beneficial to the City by reason of improving an underutilized tract of property within the City.

G. The City believes the Project, if constructed, will increase economic vitality to the City along with creating new employment opportunities for its residents, providing a major grocery chain supermarket and other major brand retailers new to Walton County, and generating new sales tax dollars, property tax dollars, and other taxes, licenses, fees, and charges to support municipal services.

H. The City believes this Project, if constructed, would enlarge its utility infrastructure and roadway infrastructure, and furthermore believes it is wise and prudent to assist MAB and Rowell with the Project.

I. Due to the substantial extraordinary costs associated with the development and construction of the Project, which is projected to create approximately 1,000 jobs, and the anticipated revenue generation derived from sales taxes, property taxes, and other taxes and fees, among other economic benefits to the City from the Project, the City believes it to be in the best interests of the City to assist MAB in the provision of infrastructure necessary for the Project.

J. The Parties desire to enter into this Agreement to address the design of Project, land use planning of the overall Development Property, tenancy, and development scheduling.

NOW THEREFORE, in consideration of the foregoing, the mutual promises of the Parties, and for other good and valuable consideration, the receipt of which hereby is acknowledged, the Parties hereby agree as follows.

1. **Development Plan.** The Parties have cooperatively developed a development plan and pattern book that governs the construction of the Project attached collectively hereto as Exhibit "D". Additionally, MAB has submitted to the City the Construction Plans for Monroe Pavilion dated March 31, 2020, as revised from time to time. Collectively the development plan and the pattern book attached as Exhibit D along with the submitted plans on file with the City concerning the Project as identified above shall be referred to herein as the Development Plan. The Development Plan has been approved by the City Council of Monroe with certain conditions on July 2, 2019. MAB and the Owner understand and agree that the Project will be designed and built in accordance with Development Plan. The parties further agree that any matters not specifically addressed in the Development Plan shall be controlled and governed by the City of Monroe's Zoning Ordinance and Development Rights.

2. **Party Obligations.**

A. **Due Diligence Cooperation.** The City agrees to assist in the due diligence process of the Development Project, including providing MAB and Rowell available copies of its environmental, geotechnical, surveys, plans, licenses, easements, leases, maps, drawings, and other relevant documents associated with the Development Property (if any such are either in its possession or readily accessible to the City or its staff).

B. **Charlotte Rowell Water Main Extension.** The City agrees to coordinate with MAB and Rowell on the extension by MAB of a minimum 10" water main (the "**Charlotte Rowell Water Main Extension**") along Charlotte Rowell Boulevard to and through the Project from its current terminus at the intersection of Drake Road and Charlotte Rowell Boulevard to the westerly property line of the MAB Property and extending through the MAB Property following the Retail Boulevard (as defined in Section 2.L. below) to the vicinity of GA 11, then extending southerly from the Retail Boulevard, crossing under US Highway 78 to Mayfield Drive as shown on Project's utility plan attached as Exhibit "F".

i. Except for that segment of the Charlotte Rowell Water Main Extension extending from Drake Road to the westerly property line of the MAB Property, the Charlotte Rowell Water Main Extension is to be completed no later than December 31, 2021 ("Due Date") with adequate supply, capacity, flow, and pressure, including fire

flow, to properly and adequately serve the MAB Project. MAB will construct any part of the Charlotte Rowell Water Main Extension it builds in accordance with City standards. The parties understand and agree that MAB will be solely responsible for all elements of installation and completion of the Charlotte Rowell Water Main Extension other than that segment of the Charlotte Rowell Water Main extension extending from Drake Road to the westerly property line of the MAB Property. MAB will dedicate to the City and the City will accept the completed Charlotte Rowell Water Main Extension upon such dedication. The parties acknowledge and agree further that the segment of the Charlotte Rowell Water Main Extension extending from Drake Road to the westerly property line of the MAB Property are to be designated as “future” on plans therefor and concerning same, no party would have any obligation to the other created by this Agreement.

~~i. The Charlotte Rowell Water Main Extension is to be completed no later than December 31, 2021 (“Due Date”) with adequate supply, capacity, flow, and pressure, including fire flow, to properly and adequately serve the MAB Project. MAB will construct the Charlotte Rowell Water Main Extension in accordance with City standards. The parties understand and agree that MAB will be solely responsible for all elements of installation and completion of the Charlotte Rowell Water Main Extension. MAB will dedicate to the City and the City will accept the completed Charlotte Rowell Water Main Extension upon such dedication.~~

ii. The City responsibility for the combined costs (including without limitation surveying, engineering, design, construction, financing, carry, acquisition, supervision, supplies, insurance, and equipment) of the Charlotte Rowell Water Main Extension installation and of the Sewer Extensions (as defined in Section 2.E.ii below) shall be One Million Three Hundred Eighty-One Thousand and No/100 Dollars (\$1,381,000.00) (the "**City Water Main and Sewer Contribution**"); provided, however, the City will also be responsible for the Mayfield Drive Waterline Segment Oversizing Costs (as defined in Section 2.B.iv below). MAB and Rowell shall be responsible for all the remaining costs and overages associated with the Charlotte Rowell Water Main Extension installation and of the Sewer Extensions, the total costs of which are currently projected to be in excess of Three Million and No/100 Dollars (\$3,000,000.00). The City will remit to MAB the City Water Main and Sewer Contribution upon MAB’s completion of the Charlotte Rowell Water Main Extension and the Sewer Extensions and within fifteen (15) days of the City’s acceptance of the dedication of the Charlotte Rowell Water Main Extension. The parties acknowledge and agree that MAB is to complete construction in accordance with the City’s approved plans and that the City will be inspecting construction on a regular basis, such that the City will accept dedication within fifteen (15) days of MAB’s provision to the City of notice of completion. If during its inspections the City identifies a defect in construction, the City will promptly notify MAB of same, and MAB shall have reasonable time and opportunity to cure such defect.

iii. The Charlotte Rowell Water Main Extension includes a segment extending from Charlotte Rowell Boulevard following along the Retail Boulevard, then

extending south under US Highway 78 to Mayfield Drive (the "**Mayfield Drive Oversized Water Line Segment**") in the location shown on the Development Plan.

iv. MAB has agreed to "oversize" the Mayfield Drive Oversized Water Line Segment as a 20" line, rather than a 10" line, at the City's request. MAB will be responsible for the cost of "oversizing" the line, which cost is currently estimated to be \$499,608.06. Any cost above this \$499,608.06 estimate will be the responsibility of MAB. MAB, in conjunction with its site contractor, has prepared an estimate of the costs of installing the Mayfield Drive Oversized Water Line Segment as a 10" line and an estimate of the costs of installing the Mayfield Drive Oversized Water Line Segment as a 20" line, which estimates are set forth on Exhibit "G" (the "**Mayfield Drive Water Line Segment Oversizing Costs**").

v. To provide for installation of the Mayfield Drive Oversized Water Line Segment, (i) MAB will grant an easement to the City running from the southerly right-of-way of the Retail Boulevard to the northerly right-of-way US Highway 78, and (ii) the City will permit MAB to utilize the City's existing utility easement running from the southerly right-of-way of US Highway 78 to Mayfield Drive.

**C. Donation of Rowell Lots.**

i. Rowell will provide the City with fee simple ownership of surveyed, or platted, lots for (i) a gas regulator station; (ii) electric substation; and (iii) fire station (approximately 1 acre) (the "**Fire Station Lot**") consistent with the prior separate agreement between City and Rowell, all as shown on the Development Plan, as such location(s) may be revised from time to time by mutual agreement of the Parties.

ii. Within seven (7) years after donation of the Fire Station Lot, the City will construct, equip, and man a fire station on the deeded site sufficient to maintain the City's current ISO rating, failing which the site shall revert to MAB or Rowell, as the case may be, free and clear of all liens and encumbrances, and the conveyance deed shall so provide. The City in its sole discretion shall not be obligated to construct, equip and man this fire station if funds are not available to do so.

**D. Sewer Extensions.**

i. The City agrees to coordinate with MAB on the extension by MAB of a minimum 8" sanitary sewer gravity trunk line shown on the Mass Grading Plans For Monroe Pavilion prepared by Columbia Engineering dated November 18, 2019, as revised from time to time prior to approval and approved by the City (the "**8-inch Sewer Extension**"). The entire 8-inch Sewer Extension lies within the MAB Property. MAB will dedicate to the City the 8-inch Sewer Extension and the City will accept the completed 8-inch Sewer Extension upon such dedication.

ii. Rowell has previously incurred approximately \$85,000.00 in expenses for surveying, engineering, blasting rock, and installation of the minimum 12"

sanitary sewer gravity trunk line in the form of installation of a dry section of the sanitary sewer gravity trunk line pipe underneath the right-of-way of Charlotte Rowell Boulevard shown on the Gravity Sewer Outfalls Charlotte Rowell Boulevard Tracts for Lee Rowell prepared by Precision Planning Inc. dated November 12, 2019 and approved by the City and placement of sanitary sewer manholes at either end of this section of trunk line (the "**12-inch Sewer Extension**"). The entirety of the 12-inch Sewer Extension is not located on the MAB Property. The 8-inch Sewer Extension and 12-inch Sewer Extension are collectively referred to as the "**Sewer Extensions**".

iii. Rowell and MAB jointly agree to donate to the City a public easement for the route of the extension of the 12-inch Sewer Extension across property Rowell owns west of Charlotte Rowell Boulevard. The 12-inch Sewer Extension is to be completed no later than the Due Date. MAB will construct the 12-inch Sewer Extension in accordance with City standards. The City Water Main and Sewer Contribution will be the City's sole monetary contribution to the 12-inch Sewer Extension.

iv. The Sewer Extensions will have adequate capacity to properly and adequately serve the MAB Project and will be consistent with the foregoing engineering plans approved by the City.

E. **US Highway 78 On-Ramp.** Pursuant to the Signed WB On Ramp letter of support dated January 7, 2020 among the City, MAB, Georgia Department of Transportation ("GDOT"), and Walton County, the City will cooperate to facilitate surveying, engineering, design, and construction of an on-ramp for southbound traffic on Charlotte Rowell Boulevard to access the westbound lanes of US Highway 78. This Development Agreement is not intended to create conflict with respect to the letter of support referenced in this Section 2.F. The City's contribution to this on-ramp project shall be limited to its providing \$350,000.00 in a cost sharing contribution pursuant to the letter of support representing the same. The parties acknowledge this on-ramp is progressing with a hopeful completion of January 2022. The parties further acknowledge there will be no change in the City's participation on this on-ramp project as provided in this subparagraph E.

F. **Raw Water Line Easement.** The City will coordinate with MAB regarding the possible re-routing of the existing 20-foot raw water line easement on the MAB Property so as to minimize impact on MAB's outparcels. The City agrees that if it elects to install an additional raw water line, such additional line will be located within such existing easement in coordination with MAB of the MAB Project.

G. **Fee Waivers.** The City agrees to waive up to twenty-five percent (25%) of its development permit fees relating to the Code Department plan review and building and site permits as required in connection with the Project and up to twenty-five percent (25%) of fees related to water, sewer, electrical, telecom/fiber or other utility related impact fees, tap fees, permit fees, design fees or the like; provided, however, that the total waiver of all the foregoing fees shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00).

H. **Traffic Light Installation.**



i. Subject to MAB obtaining all necessary governmental approvals, MAB will cause a traffic light to be installed at the entrance to the Project off Charlotte Rowell Boulevard (the "**Charlotte Rowell Traffic Light**"). The City agrees to reimburse MAB for the actual hard and soft costs incurred by MAB in obtaining and installing the Charlotte Rowell Traffic Light, up to a cap of Two Hundred Thirty Thousand and No/100 Dollars (\$230,000.00), which reimbursement will be paid within thirty (30) days after MAB provides invoices for the same.

ii. Subject to MAB obtaining all necessary governmental approvals, MAB, at MAB's sole cost, will cause a traffic light to be installed at the entrance to the Project off Georgia Highway 11 (the "**Highway 11 Traffic Light**"). The City and MAB acknowledge that the Highway 11 Traffic Light has been approved by GDOT and that applications for curb cuts have been submitted to GDOT with the expectation permits will be issued in the near future. The City's Code Office will assist MAB in completion of this work upon MAB's physical receipt of these governmental approvals.

I. **Cooperation and Easements.** To the extent completion of MAB's or Rowell's obligations under this Agreement require easements from third parties not subject to this Agreement, the City agrees to cooperate to secure easements from such parties, including, without limitation, using its condemnation powers on an expedited basis given the overall benefits to the public of the additional public infrastructure and improvements. The City will be solely responsible for all costs associated with the same.

J. **Construction of Commercial Buildings.** MAB agrees to construct at least 125,000 square feet of commercial buildings on the MAB Property once it has secured fully executed leases with retail tenants within the shopping center for this threshold amount of space. Rowell agrees to facilitate construction of incremental square footage of commercial buildings upon the sale or lease of property therefor on the Rowell Affected Property.

K. **Retail Boulevard.** MAB agrees to construct an access boulevard and related fully signalized intersections between Charlotte Rowell Boulevard and GA Hwy 11 as shown on Construction Plans For Monroe Pavilion Plan Sheet C1.1 Overall Site Plan prepared by Columbia Engineering and dated March 31, 2020 attached as Exhibit "I" hereto ("**Retail Boulevard**"), and to dedicate same, including approximately 7.3 acres of right-of-way, to the City upon substantial completion, for City's maintenance and policing as a public street, which the City will accept upon such dedication. MAB or its contractor will provide requisite and customary performance bonding, or other acceptable surety, for the Retail Boulevard infrastructure to ensure its completion and maintenance for a period of two (2) years from completion of construction. Notwithstanding the foregoing, upon dedication of the Retail Boulevard to the City, MAB or its successors and assigns shall remain responsible for five (5) years for all costs of irrigation and professional landscaping of the landscaping features installed along the Retail Boulevard that are for the mutual benefit of the City and the tenants of the Project. Additionally, MAB agrees that it shall coordinate the installation of all street plantings, buffers and irrigation of the same on the Project in order to maintain a balanced maturity of the vegetation thereon. The City's staff will continue to assist MAB with street lighting selection and obtaining the requisite lights and poles

from preferred vendors. The City’s Electric Department will continue to work with MAB’s engineers and architects on street lighting for the Project. All installation of the same will be the responsibility of MAB in accordance with the following: MAB will construct the electrical lighting (conduit, bases, etc.) on the Retail Boulevard along with construction of the whole Retail Boulevard. The City will set the actual poles once completed and ready for installation.

L. **Rowell Utility Realignments and Improvements.** By separate agreement with the City, Rowell shall cause all utility and road realignments and improvements to be made on or near the property of Rowell located in the northwestern corner of the intersection of Charlotte Rowell Boulevard and Georgia Highway 11 by December 31, 2021.

M. **Funding of Obligations.** The parties acknowledge that certain requirements of MAB and Rowell under this Agreement and the Development Plan may not be completed prior to MAB or its future tenants desiring to commence construction efforts on buildings located on the Project which will require the pulling of various permits and approvals from the City. Should the same occur, the parties agree to cooperate together and enter into appropriately secured arrangements to secure the obligations hereunder of MAB or Rowell as the case may be for the completion of said requirements within an agreed upon timeframe. Such arrangements may be in the form of letters of credit, insurance, and/or bonds provided by MAB and/or Rowell as appropriate to fund completion. This will allow tenants of the Project to continue to proceed towards final completion in a timely manner yet provide the City with the necessary assurances that the Project will be fully completed in accordance with Development Plan and this Agreement.

N. **Southern Water Line Connection.** The City agrees to reimburse MAB for MAB’s construction of an ~~18”-20”~~ water line extending from the City of Monroe Water Treatment Plant to Mayfield Drive following the routing shown on Exhibit E (the “Southern Water Line Connection”). MAB has selected Brent Scarbrough & Company, Inc. (“Scarbrough”) as its contractor to perform such work and signed a contract with Scarbrough to include construction of the Southern Water Line Connection. Scarbrough has priced MAB’s scope of work for this project, as defined by the surveying and construction plans previously prepared for the Southern Water Line Connection by MAB’s consulting engineer, Columbia Engineering, and approved by the City to be at a cost of \$1,597,223.79 as shown on Exhibit H. The City recognizes that MAB’s responsibility to perform its construction of the Southern Water Line Connection is contingent upon the availability and willingness of Scarbrough to perform such work at this cost, there being no other site contractor available to MAB at this time to perform such work at such cost. Subject to such contingency, MAB will cause the Southern Water Line Connection to be constructed in accordance with City standards for public utility lines and the plans for the project previously approved by the City. The City’s reimbursement to MAB for its scope of work to construct the Southern Water Line Connection shall not exceed \$1,600,000.00, subject to change orders that may be agreed upon by the parties and conducted in accordance with the reimbursement procedure as set forth hereinbelow. The parties recognize that MAB has already spent in excess of \$100,000 for surveying, utility locates, engineering, design, and permitting for the project, that MAB will absorb those costs, and that such amount is not a reimbursable item from City to MAB. MAB agrees to expend another \$8,000 with a structural design firm to finalize the design of the aerial piers that will carry the Southern Water Line Connection over a creek



crossing as shown in the approved plans for the project and that upon completion those aerial pier plans shall become a part of the MAB scope of work for the project (for clarity, costs of preparing the plans are not reimbursable by the City; construction of the aerial piers and related components shown on the plans by MAB are reimbursable by the City and are included within the \$1,600,000.00). MAB will be responsible for its change orders arising within its scope of work. A change order requested of MAB by the City within MAB's scope of work and consented to by MAB will be paid for by the City pursuant to the reimbursement procedure set forth hereinbelow. MAB will first certify and then pay monthly construction draws submitted by Scarbrough on a progress basis for the project. Upon paying a monthly draw to Scarbrough, MAB shall in turn submit a monthly invoice to the City seeking reimbursement from the City together with documentation from MAB verifying the work for which reimbursement is requested has been performed and demonstrating payment has been made by MAB to Scarbrough for such work less retainage. The City shall promptly reimburse MAB for the invoiced amount(s) less retainage, with reimbursement to occur no later than ten (10) business days following the City's receipt of the monthly invoice from MAB. The City will withhold the same amount of retainage on the project as does MAB with Scarbrough to ensure completion to City standards for public utilities. MAB intends to hold retainage and not release such to Scarbrough until after successful pressure testing and chlorination of the Southern Water Line Connection at which time MAB would request the City to release its retainage to MAB. Upon completion of the Southern Water Line Connection by MAB, the City will take ownership of the Southern Water Line Connection as a public utility line without need of platting. The City and MAB desire to have MAB also oversee construction of the Southern Water Line Connection in order to ensure MAB meets its own deliverable date, currently targeted for completion by mid-to-late April 2021, and MAB has retained Bradley Consulting to undertake such construction management of the project at MAB's cost. The City's separate scope of work in connection with Southern Water Line Connection is defined by a list of its responsibilities set out at the bottom of page 2 of Exhibit H and the City is responsible for any change orders within its scope of work. The parties recognize that performance of both the MAB scope of work and the City scope of work are necessary to fully, finally, and jointly complete the project. The City will absorb the cost of its responsibilities and conduct them in a timely manner coordinated with MAB's project schedule so as to facilitate and not delay MAB's deliverable date of mid-to-late April 2021 for the project. The City's responsibilities include any easement acquisitions needed for the Southern Water Line Connection and its construction. (The City and MAB are presently aware of one known needed easement, it being in the vicinity north of the creek crossing, and such easement is currently in process with the City Attorney.) Additional easements, if any, needed by the City from Rowell will be provided and obtained outside the scope of this Agreement in a manner acceptable to those two parties.

3. **Commitments of the City Utilities.** Pursuant to "will serve" letters previously provided by the City, the City has represented to MAB and Rowell that it has sufficient water and sanitary sewer capacities to serve the Project assuming the infrastructure improvements called for herein are installed and will maintain such capacities for the benefit of the Project, provided MAB or Rowell, as applicable, have constructed and completed and ready for occupancy for a minimum of 125,000 square feet of commercial space on their respective portions of the Project on or before the Due Date.

4. **Cooperation of City and MAB and Rowell.** The City shall promptly take all actions and enact all resolutions and ordinances as are necessary to fully implement all of the obligations set forth in this Agreement, and all Parties agree to cooperate with a requesting Party to obtain necessary permits and approvals from all governmental authorities and agencies, and shall submit such applications and perform such acts as may be necessary, appropriate, or convenient to implement the intentions of this Agreement to be entered into by the Parties. The City agrees that the City will not take any actions or enact any resolutions, ordinances, or executive orders which are contrary to this Agreement.

5. **Events of Default.** Subject to Section 17 below, whenever performance is required of any Party, such Party shall use all due diligence and take all necessary measures in good faith to perform. Notwithstanding anything in this Section 5 to the contrary, if a Party defaults under this Agreement, the rights and obligations of the non-defaulting Parties to each other under this Agreement will remain unaffected and neither of the non-defaulting Parties will be required to cure such default or incur additional obligations as a result of such default. In no event shall any Party have a claim against or be responsible to another Party for consequential or punitive damages. All payments required of a Party under this Agreement which are past due shall, after five (5) business days' written notice and failure to cure, bear interest from the date due until paid at the lesser of fifteen percent (15%) or the maximum lawful rate of interest. The Parties agree that such late charge and interest represent a fair and reasonable estimate of the costs that the non-defaulting Party will incur by reason of such late payment. The provision for such late charge shall be in addition to all other rights and remedies under this Agreement or at law or in equity and shall not be construed as a penalty.

6. **Invalidity.** Should any provision of this Agreement be held invalid in whole or in part, it shall not affect or invalidate the balance of such provision or any other provisions.

7. **Amendments.** This Agreement may not be modified or changed except by an instrument in writing and signed and executed by all Parties.

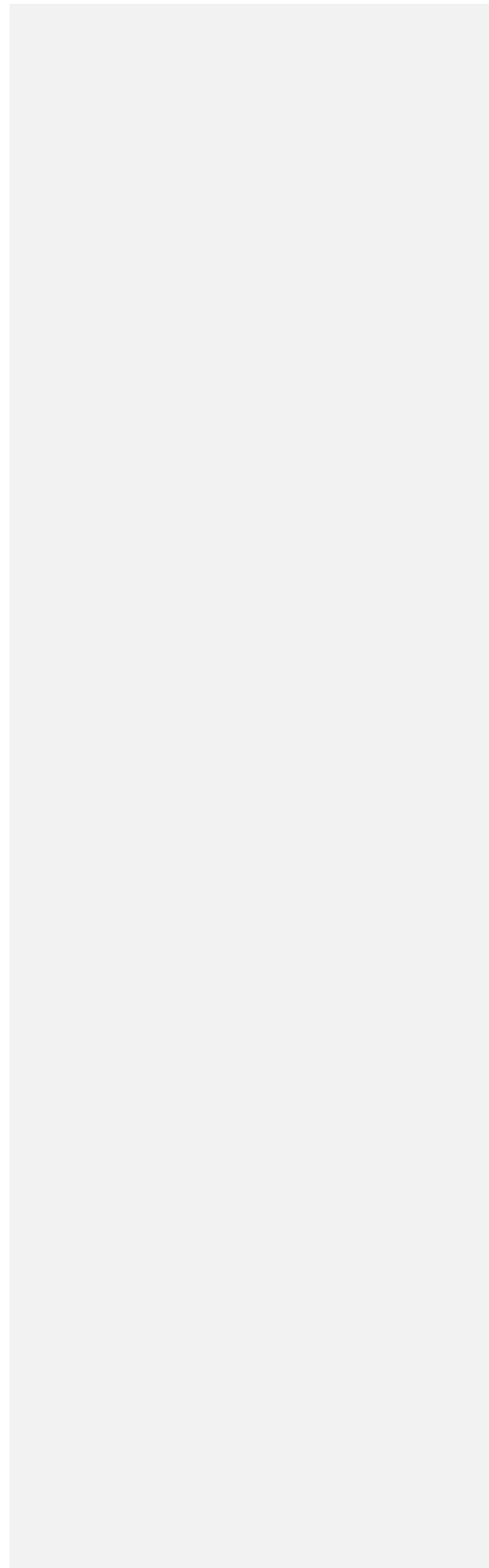
8. **Entire Agreement.** This Agreement supersedes all prior discussions between the Parties with respect to the Project. This Agreement contains the sole and entire understanding between the Parties and all other promises, inducements, agreements, representations, and warranties heretofore made between the Parties, if any.

9. **Notices.** All notices, requests, demands, or other communications required to be given hereunder shall be in writing and addressed and delivered by hand or by certified mail or by deposit with an overnight delivery service with document tracking to each Party as set forth below:

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

with a copy to:  
Paul L. Rosenthal, Esq.

Preston & Malcom, P.C.  
110 Court Street  
P.O. Box 984  
Monroe, Georgia 30655



MAB Monroe, LLC  
Attention: John C. Argo  
525 N. Tryon Street, Suite 1600  
Charlotte, North Carolina 28202  
Telephone: 704-331-6587  
Email: [john@mabamerican.com](mailto:john@mabamerican.com)

---

Rowell Family Partnership, LLLP  
Attention: Lee Rowell  
P. O. Box 1936  
779 Rowe Road  
Monroe, Georgia 30655  
Telephone: 770-318-6153  
Email: rowell.m@gmail.com

10. **Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts together shall constitute the entire Agreement.

11. **Successors and Assigns and Termination.** This Agreement shall be binding on the Parties and their successors and assigns in accordance with the obligations as stated in Section 2 herein. This Agreement can only be terminated with the consent of all Parties.

12. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

13. **Relationship of the Parties.** The Parties agree and acknowledge that this Agreement does not establish a specific relationship among the Parties except as specifically provided herein. It is the intent of the Parties to specifically describe the exact nature and extent of the business relationship, including all rights and responsibilities of each Party, in this Agreement and such other necessary or required operative documents, resolutions, or ordinances as a result of further negotiations contemplated upon the execution of this Agreement.

14. **Recordation of Agreement.** At the request of any Party, the Parties hereby agree to execute and deliver the original of this Agreement or a Memorandum thereof in proper form for recording in the appropriate property or governmental records. The Party requesting recordation shall pay for all costs of preparing the instrument to be recorded, and the recordation costs associated with such instrument.

15. **Tax Treatment.** The Parties agree to structure any payments or contributions by the City under this Agreement in a mutually agreed upon manner, guided by MAB's tax counsel, so as to avoid the need for MAB to recognize any such payments or contributions as gross income under Section 61 of the Internal Revenue Code.

16. **Non-Transferability.** MAB agrees that it shall not transfer or assign its rights and interests in this Agreement, other than to an affiliate of MAB or as pledged to a lender, for a period of five (5) years from the Effective Date of this Agreement, without the consent of the City, unless the Project has been completed earlier; provided, however, that such limitation does not apply to the sale or lease of parcels or buildings within the MAB Property pursuant to the Project plan as approved for development by the City.

17. **Force Majeure.** If any Party is delayed, hindered or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, terrorist acts, public health concerns not in the control of such Party (including, without limitation, epidemic or pandemic), insurrection, the act, failure to act or default of the other party, war or any reason beyond their control, then performance of the act will be excused for the period of the delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. If (i) there should arise any permitted delay for which a Party is entitled to delay its performance under this Agreement and (ii) such Party anticipates that such permitted delay will cause a delay in its performance under this Agreement, then such Party agrees to provide written notice to the other Parties of this Agreement of the nature and the anticipated length of such delay. Notwithstanding the foregoing, obligations to make a payment of money will not be subject to this Section 17.

3/4/21

Formatted: Right

In WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the date as first written above.

**CITY OF MONROE**

\_\_\_\_\_

By: John Howard, Mayor

**ATTEST:**

\_\_\_\_\_

By: Debbie Kirk, City Clerk

**MAB MONROE, LLC,**  
a Delaware limited liability company

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

Name: Cary Uretz  
Title: Authorized Representative

**ROWELL FAMILY PARTNERSHIP, LLLP,**  
a Georgia limited liability limited partnership

By: Rowell Holdings, Inc., a Georgia  
corporation, its General Partner

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

Name: Michael Lee Rowell  
Title: President

[Signatures continued on following page]

**STILL FAMILY REALTY, LLC,**  
a Georgia limited liability company

By: The Jane J. Still Living Trust,  
its Sole Member and Manager

By: \_\_\_\_\_  
Name: Jane M. Still, as Trustee, by Michael Lee Rowell, as attorney in fact pursuant to that certain Limited Power of Attorney dated February 10, 2020 and recorded simultaneously herewith

By: \_\_\_\_\_  
Name: Robert H. Still, Jr., as Trustee, by Michael Lee Rowell, as attorney in fact pursuant to that certain Limited Power of Attorney dated February 10, 2020 and recorded simultaneously herewith

3/4/21

Formatted: Right

**EXHIBIT "A"**

**DESCRIPTION OF ROWELL AFFECTED PROPERTY**

Tax Parcel ID Nos. M0050045, M004003, and M0050045D00



**EXHIBIT "B"**

**DESCRIPTION OF MAB PROPERTY**

Lots 1 of Monroe Pavilion, a subdivision of Walton County, Georgia, according to the Minor Subdivision Plat prepared by Columbia Engineering and recorded at Plat Book 117, Page 26 of the Walton County, Georgia real estate records.

**EXHIBIT "C"**

**DESCRIPTION OF MAB OPTION PROPERTY**

Lots 2 of Monroe Pavilion, a subdivision of Walton County, Georgia, according to the Minor Subdivision Plat prepared by Columbia Engineering and recorded at Plat Book 117, Page 26 of the Walton County, Georgia real estate records.

**EXHIBIT "D"**  
**DEVELOPMENT PLAN**



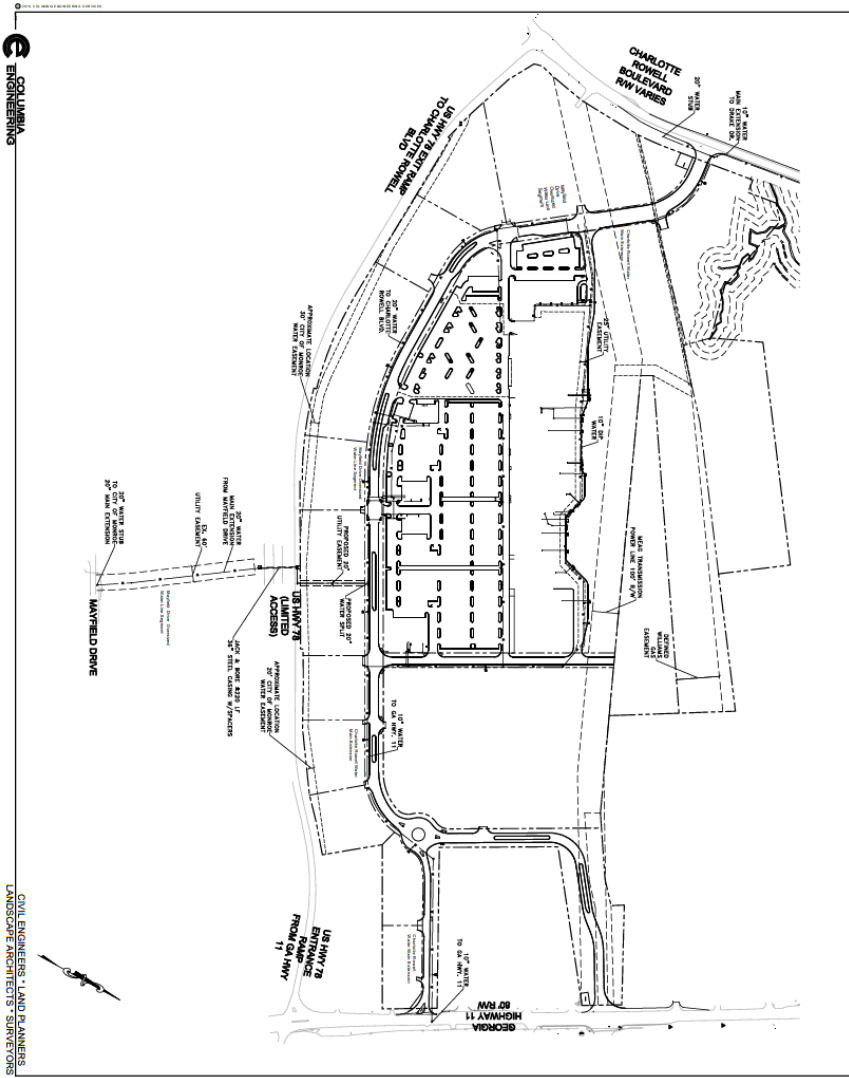
Site

MASTER PLAN

Introduction    Site    Architecture    Signage    Planners    Monroe Pavilion    City of Monroe Georgia    October, 2019    2.3



### EXHIBIT "F" MAB UTILITY PLAN



COLUMBIA  
ENGINEERING

CIVIL ENGINEERS, LAND PLANNERS,  
LANDSCAPE ARCHITECTS, SURVEYORS

| <p>PROJECT</p> <p>MONROE PAVILION<br/>US HIGHWAY 78 AT CHARLOTTE ROWELL BLVD<br/>MONROE, GEORGIA</p> <p>CLIENT</p> <p>MAB AMERICAN MANAGEMENT, LLC<br/>525 N. TYRON STREET, SUITE 800<br/>CHARLOTTE, NC 28202</p> | <p>DATE</p> <p>1/27/2011</p> <p>BY</p> <p>XXXXXXXXXX</p> <p>CHECKED</p> <p>XXXXXXXXXX</p> | <p>SCALE</p> <p>AS SHOWN</p> | <p>REVISIONS</p> <table border="1"> <tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table> | NO. | DESCRIPTION | DATE |  |  |  |  |  |  |  |  |  | <p>DRAWING TITLE</p> <p>OVERALL WATER<br/>UTILITY PLAN</p> <p>EX-F1</p> |
|---|---|------------------------------|---|-----|-------------|------|--|--|--|--|--|--|--|--|--|---|
|   |   |                              |   | NO. | DESCRIPTION | DATE |  |  |  |  |  |  |  |  |  |   |
|   |   |                              |   |     |             |      |  |  |  |  |  |  |  |  |  |   |
|   |   |                              |   |     |             |      |  |  |  |  |  |  |  |  |  |   |
|   |   |                              |   |     |             |      |  |  |  |  |  |  |  |  |  |   |
| <p>DATE</p> <p>1/27/2011</p> <p>BY</p> <p>XXXXXXXXXX</p> <p>CHECKED</p> <p>XXXXXXXXXX</p>   |   |                              |   |     |             |      |  |  |  |  |  |  |  |  |  |   |



**EXHIBIT "G"**

**MAYFIELD DRIVE WATER LINE SEGMENT OVSIZING COSTS**

**20" vs 10" Waterline**



|                  |           |      |              |
|------------------|-----------|------|--------------|
| <b>8/24/2020</b> |           |      | Sheet 1 of 1 |
| Submitted To:    | Phone:    | Fax: |              |
|                  | Job Name: |      |              |
|                  | Location: |      |              |

As per preliminary plans dated 3/31/2020  
 We hereby submit specifications and estimates for:

**20" C905 Water**

| <u>Item</u>                       | <u>Unit</u> | <u>Quantity</u> | <u>Price</u> | <u>Subtotal</u>      |
|-----------------------------------|-------------|-----------------|--------------|----------------------|
| 20" CL250 DIP (For Bore)          | lf          | 220             | 119.65       | 26323.00             |
| 20" C905 DR18 Water Main          | lf          | 3,785           | 83.18        | 314831.95            |
| 20" Fittings                      | ea          | 18              | 2317.26      | 41710.68             |
| 20" Plug                          | ea          | 1               | 1347.00      | 1347.00              |
| 20"x10" Reducer                   | ea          | 2               | 1429.83      | 2859.66              |
| 20"x20"x6" Tee                    | ea          | 10              | 2396.23      | 23962.30             |
| 20"x20"x10" Tee                   | ea          | 1               | 2453.44      | 2453.44              |
| 20"x20"x20" Tee                   | ea          | 2               | 2928.14      | 5856.28              |
| 20" Gate Valve                    | ea          | 4               | 27820.00     | 111280.00            |
| 36" Jack and Bore under GA Hwy 78 | lf          | 220             | 598.00       | 131560.00            |
| 36"x20" Casing Spacers            | ea          | 27              | 519.00       | 14013.00             |
| 36"x20" End Seal                  | ea          | 2               | 984.53       | 1969.06              |
| 20" Locking Gasket                | ea          | 10              | 908.66       | 9086.57              |
| Thrust Blocking for 20"           | ea          | 31              | 1050.00      | 32550.00             |
| Dead Man Blocking for 20"         | ea          | 1               | 1500.00      | 1500.00              |
| Testing                           | lf          | 3,965           | 2.25         | 8921.25              |
| <b>Total</b>                      |             |                 |              | <b>\$ 730,224.19</b> |

*Note: Back taps of existing water main excluded. Rock excluded from J&B.  
 Note: Bedding stone for water line excluded.  
 Note: Trench assumed to be backfilled with native soils. Stone backfill excluded.*

**If 20" C905 Water was 10" C900**

| <u>Item</u>                       | <u>Unit</u> | <u>Quantity</u> | <u>Price</u> | <u>Subtotal</u>      |
|-----------------------------------|-------------|-----------------|--------------|----------------------|
| 10" DIP (For Bore)                | lf          | 220             | 40.16        | 8835.20              |
| 10" C900 DR14 Water Main          | lf          | 3,785           | 31.89        | 120703.65            |
| 10" Fittings                      | ea          | 18              | 712.13       | 12818.34             |
| 10" Plug                          | ea          | 1               | 381.05       | 381.05               |
| 10"x10"x6" Tee                    | ea          | 10              | 838.70       | 8387.00              |
| 10"x10"x10" Tee                   | ea          | 3               | 987.43       | 2962.29              |
| 10" Gate Valve                    | ea          | 4               | 2596.53      | 10386.12             |
| 20" Jack and Bore under GA Hwy 78 | lf          | 220             | 404.00       | 88880.00             |
| 20"x10" Casing Spacers            | ea          | 27              | 295.83       | 7987.41              |
| 20"x10" End Seal                  | ea          | 2               | 585.42       | 1170.84              |
| 10" Locking Gasket                | ea          | 10              | 475.42       | 4754.23              |
| Thrust Blocking for 10"           | ea          | 31              | 285.00       | 8835.00              |
| Dead Man Blocking for 10"         | ea          | 1               | 550.00       | 550.00               |
| Testing                           | lf          | 3,965           | 1.00         | 3965.00              |
| <b>Total</b>                      |             |                 |              | <b>\$ 280,616.13</b> |

*Note: Back taps of existing water main excluded. Rock excluded from J&B. If encountered, charge of \$435/LF for 36" casing vs. \$287/LF for 20" casing for conventional rock head. Robbins head if required is \$585/LF with 40 LF minimum charged.  
 Note: Bedding stone for water line excluded.  
 Note: Trench assumed to be backfilled with native soils. Stone backfill excluded.*

**Difference \$ 449,608.06**

**EXHIBIT "H"**



|               |  |           |                 |      |  |
|---------------|--|-----------|-----------------|------|--|
| 1/7/2021      |  | Phone:    |                 | Fax: |  |
| Submitted To: |  | Job Name: | Monroe Pavilion |      |  |
|               |  | Location: | Monroe, GA      |      |  |

We hereby submit specifications and estimates for:  
As per plans dated 3/31/2020 emailed on 6/22/2020

**COP 09 - 20" Water Main Extension**

| Item  | Unit | Quantity | Price     | Subtotal            |
|---|------|----------|-----------|---------------------|
| Layout / As Builts  | ls   | 1        | 15,000.00 | 15,000.00           |
| Tie into Existing 24" Main                                | ea   | 1        | 10,000.00 | 10,000.00           |
| 20" C900 in Pavement                                      | lf   | 3820     | 146.01    | 557,763.55          |
| 20" C900 in Shoulder                                      | lf   | 800      | 146.01    | 116,809.12          |
| 20" MJ Bend   | ea   | 30       | 2,317.26  | 69,517.80           |
| 24"x20" Reducer   | ea   | 1        | 2,495.80  | 2,495.80            |
| 20" Gate Valve  | ea   | 5        | 27,820.00 | 139,100.00          |
| 20" Air Release Valve                                     | ea   | 2        | 3,647.04  | 7,294.08            |
| Miscellaneous Material for Repairing Existing Water Lines | ls   | 1        | 15,000.00 | 15,000.00           |
| Saw Cuts  | lf   | 7640     | 3.00      | 22,920.00           |
| Asphalt Demo  | sy   | 2971     | 8.00      | 23,768.00           |
| Haul Off Dirt Spoils to Publix Site                       | cy   | 4309     | 25.00     | 107,725.00          |
| GAB Backfill  | tn   | 7869     | 32.00     | 251,808.00          |
| Permanent Grassing  | ls   | 1        | 6,500.00  | 6,500.00            |
| Silt Fence at Aerial Crossing                             | lf   | 500      | 6.00      | 3,000.00            |
| Trench Box Shoring  | ls   | 1        | 25,000.00 | 25,000.00           |
| 20" Thrust Block  | ea   | 30       | 1,050.00  | 31,500.00           |
| Chlorination Tap  | ea   | 1        | 550.00    | 550.00              |
| Testing   | lf   | 4700     | 1.00      | 4,700.00            |
| Hydroexcavation   | hr   | 100      | 450.00    | 45,000.00           |
| 4" Diameter Junction Box                                  | ea   | 1        | 2,605.00  | 2,605.00            |
| 24" RCP   | lf   | 16       | 55.22     | 883.52              |
| 24" Headwall  | ea   | 1        | 1,659.12  | 1,659.12            |
| <b>Subtotal</b>   |      |          |           | <b>1,460,598.99</b> |

*Allowance for Aerial Crossing: Based on the drawings provided, BSC proposes to span the aerial crossing with 36" steel casing placed on the two concrete piers. We then would place the 20" DIP water line within the casing using locking gaskets and casing spacers. Additional designs will have to be performed to confirm this approach. Concrete piers are assumed to be on 8'x6'x18" spread footers.*

|                          |    |    |           |                   |
|--------------------------|----|----|-----------|-------------------|
| 20" DIP Aerial           | lf | 80 | 300.00    | 24,000.00         |
| 20" Locking Gasket       | ea | 5  | 870.60    | 4,353.00          |
| Aerial Concrete Pier     | ea | 2  | 15,000.00 | 30,000.00         |
| 36" Steel Casing         | lf | 60 | 376.55    | 22,593.00         |
| Clearing for Aerial Line | ls | 1  | 15,000.00 | 15,000.00         |
| 20" Solid Sleeve         | ea | 6  | 1,944.48  | 11,666.88         |
| <b>Subtotal</b>          |    |    |           | <b>107,612.88</b> |

P&P Bond ls 1 29,011.92

**20" Total \$ 1,597,223.79**

**Notes:**

~ Backfill of water main to be GAB in paved sections only. Native material assumed to be suitable for backfill



- in non paved areas.*
- ~GAB backfill to top of existing pavement.*
- ~ All aerial is an allowance until we receive final pier configuration.*
- ~Bedding Stone for water line excluded.*
- ~Alternate Add for purchasing and installing #57 Stone bedding stone from 6" below pipe to centerline of pipe: \$54,825.00*
- ~Proposal includes 4' of cover over pipe.*
- ~Alternate Add for 6' of cover over pipe: \$125,950*
  
- ~Items listed below are City of Monroe responsibility and are excluded from the above scope:*
  - ~Permits*
  - ~Consents*
  - ~Easements, including temporary construction easements*
  - ~Inspections*
  - ~Traffic Control*
  - ~Utility Relocations (ie: Gas Mains, Fibers, etc.)*
  - ~Paving*
  - ~Patching*
  - ~Clipping out and disposal of excess GB for paving prep*
  - ~Striping*
  - ~Curb/Sidewalk Replacement*
  - ~Driveway Replacement*
  
- ~Pricing is good until 4/7/2021*

1. The City has determined that it will not take the Alternate Add set forth on p. 2 of Exhibit H referring to use of #57 Stone for bedding pipe.
2. The City has determined that it will not take the Alternate Add set forth on p. 2 of Exhibit H referring to 6 feet of cover over the pipe (use 4 feet of cover instead).
3. The City's scope of work set out on Exhibit H includes gas relocations and it will perform those. The City advises that there is only a single contractor approved to do moves of steel gas lines, that it will take that party several days to mobilize to conduct such a gas relocation for the City, and that MAB's contractor Scarbrough should take that into account when scheduling its work to install the water line and coordinate with the City accordingly.
4. The City advises that Utility Relocations which are part of its scope of work set out in Exhibit H are fine as to gas, fiber, etc. that are owned by the City. The City advises that it will not undertake relocation of sanitary sewer mains. Where conflicts may arise between installation of the 20 inch water line and a sanitary sewer main line that must be crossed by this water line, MAB's contractor should plan on crossing the sanitary line by placing the pipe for the water line beneath the pipe for the sanitary sewer line.





**To:** Utility Committee  
**From:** Logan Propes, Brian Thompson  
**Department:** Administration, Telecommunications  
**Date:** 03/02/2021  
**Subject:** Supplemental Capital Improvement Fund Request – Outside of the City Fiber Funding

**Budget Account/Project Name:** OUTSIDE FIBER

**Funding Sources:** Utility CIP

|                           |           |                             |     |
|---------------------------|-----------|-----------------------------|-----|
| <b>Budget Allocation:</b> | \$750,000 |                             |     |
| <b>Budget Available:</b>  | N/A       |                             |     |
| <b>Requested Expense:</b> | N/A       | <b>Company of Purchase:</b> | N/A |

**Description:**

Staff requests that the Utility Committee allocate an additional **\$750,000** from existing Utility CIP funds for the express purpose of extending fiber to certain areas outside of the city limits as determined feasible by staff.

**Background:**

For the past several years the City of Monroe has not run fiber outside of the city to areas within “easy reach” of exiting fiber optic infrastructure without large capital investment from customers. This policy would still hold firm for requests to serve on long buildouts of the infrastructure. However, with previous verbal approval from the Utility Committee, the staff would like to ensure an allocation of adequate funds are available for short-run fiber optic extension projects. Staff would evaluate each project on a case-by-case basis evaluating return-on-investment figures, distances, and ease of build. The business case for doing this allows for additional customers to be quickly added to the system creating better overall return on investment for the entire fiber optic internet system. This would also provide parity to what we do for natural gas and water line extensions within our respective SDS territories.

For the remainder of this fiscal year, staff requests a supplemental allocation from Capital Improvement Project reserves of \$750,000. This money will accompany the bonded funds of \$12.7 million which has been prioritized for fiber optic buildouts for inside of the city customers and for all supporting infrastructure.

**Attachment(s):**

N/A



**To:** City Council  
**From:** Logan Propes  
**Department:** Administration  
**Date:** 03/09/2021  
**Subject:** Modified Agreement for Parking Lot Use at W. Highland – 5 -year Extension

**Budget Account/Project Name:** N/A

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

**Requested Expense:** N/A

**Company of Purchase:** Kenneth Murray Sr.

**Description:**

Staff recommends that the Committee approve the Modified Agreement for use of the lot as a public Parking lot as presented with a minimum five-year extension.

**Background:**

The City of Monroe in partnership with the Downtown Development Authority have an Agreement with Kenneth Murray Sr. for use of the parking lot on West Highland Ave. across from City Hall for use as general public parking.

It has been determined that the lot needs significant upgrades. The City is willing to fund and perform the necessary improvements to the lot, however for additional comfort for the capital investment would like to ensure that there is a minimum of a five-year extension to the parking lot agreement.

**Attachment(s):**

Agreement

**PARKING LOT LEASE AGREEMENT**

STATE OF GEORGIA  
COUNTY OF WALTON

This PARKING LOT LEASE AGREEMENT (hereinafter the “Agreement”) is made and entered into this 21<sup>st</sup> day of July, 2021 (the “Effective Date”), by and between E. Kenneth Murray, Sr. (hereinafter “Lessor”) and the DOWNTOWN DEVELOPMENT AUTHORITY of the CITY OF MONROE, a Municipal Corporation chartered under the laws of the State of Georgia (hereinafter the “DDA” or “Lessee”).

**PREAMBLE:**

WHEREAS, the DDA desires to increase the availability of public parking to the citizens and visitors of the City of Monroe, Georgia (the “City”); and,

WHEREAS, Lessor is the owner of certain real property in the downtown area of the City; and,

WHEREAS, Lessor seeks to assist the DDA in accomplishing the goal of continued access to parking to the downtown area of the City and general accessibility to and improvement of the downtown area; and,

WHEREAS, Lessor and the DDA seek to enter into this Agreement to further said goal by allowing for the availability and use for parking of the certain real property of Lessor, defined hereinafter as the Parking Lot, pursuant to the terms and conditions contained in this Agreement; and,

WHEREAS, Lessor seeks to lease the Parking Lot as defined hereinafter to the DDA for use as a public parking lot for the enjoyment of the citizens and visitors of the City pursuant to the terms and conditions contained in this Agreement;

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, Lessor and the DDA agree as follows:

**TERMS:**

1. Property. Lessor is the owner in fee simple of that certain real property consisting of approximately 0.3 acres more or less, identified by the Walton County Tax Assessor’s office as parcel M0140055, located on W. Highland Avenue in Monroe, Georgia, at the intersection of W. Highland Avenue and Georgia Highway 11 / N. Broad Street, more fully shown in the attached Exhibit A, attached hereto and incorporated fully herein (the “Parking Lot”).

2. Purpose, Usage and Obligations of the Parties. This Agreement will assist in the creation, preservation and protection of the DDA’s use of the Parking Lot at no cost to the public, citizens and visitors to the City. The DDA, at its sole cost, shall be responsible for the general maintenance of the Parking Lot. The DDA, in its sole discretion, shall be permitted to add landscaping and undertake beautification of the Parking Lot as needed. The DDA, or the DDA’s designee, shall patch any potholes, sealcoat and restripe the Parking Lot within a reasonable time after execution of this Agreement, and as the DDA in its sole discretion determines is needed over the course of this Agreement. The DDA shall be permitted to install certain signage on and around the Parking Lot advising the public of the Parking Lot’s availability for use as public parking, and shall be permitted to remove any existing, non-conforming signage currently located on the Parking Lot.

The parties acknowledge that this Agreement is intended to supplant and replace any previous agreements concerning the Parking Lot entered into between the parties, including the 2013 agreement (the “2013 Agreement”), and that certain Parking Lot Lease Agreement entered into by the parties on July 22, 2020 (the “2020 Agreement”). The parties acknowledge that upon the Effective Date of this Agreement, the 2013 Agreement and the 2020 Agreement are null and void.

The parties acknowledge that no annual or monthly rent shall be due pursuant to this Agreement. In lieu thereof, the DDA shall be responsible for maintenance of the Parking Lot and the payment of any and all property taxes due thereon so long as this Agreement is in effect.

The DDA shall have the right to advertise and promote the Parking Lot as being available for public parking and available for use by the public as a public parking area in any and all City literature, maps, promotional displays, etc.

3. Term of Parking Lot Lease. For good and valuable consideration acknowledged herein, Lessor shall lease the Parking Lot to the DDA for an “Initial Term” of five (5) years beginning on the Effective Date hereof and ending on the five (5) year anniversary thereof. Lessor shall give the DDA possession and use of the Parking Lot in accordance with the terms and conditions as contained in this Agreement on or before the Effective Date. This Agreement shall automatically renew for additional, unlimited one (1) year renewal terms unless terminated by either party. Either party shall give written notice to the other not less than ninety (90) days prior to the expiration of the current term if they intend to terminate this Agreement. Each of the successive renewal terms shall consist of the same covenants, conditions and provisions as provided in the Initial Term hereunder.

4. Successors and Assigns. It is the intent of the parties to agree and to bind themselves, their successors and their assigns for the term of this Agreement to each term of this instrument whether this instrument be unenforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. This instrument shall be rerecorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

5. Entire Agreement. This instrument reflects the entire agreement of Lessor and the DDA. Any prior or simultaneous correspondence, understandings, agreements and representations are null and void upon execution hereof, unless set out in this instrument.

6. Insurance. Lessor and the DDA shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each on the Parking Lot with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by both, such insurance to afford minimum protection of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof. Each party shall name the other as an additional insured on each respective policy.

7. Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage pre-paid by first-class mail, or hand delivered:



To Lessor:

E. Kenneth Murray, Sr.  
P.O. Box 1065  
Monroe, Georgia 30655

To DDA:

Monroe Downtown Development Authority  
c/o Sadie Krawczyk  
215 North Broad Street  
Monroe, Georgia 30655

With a copy to:

Paul L. Rosenthal, Esq.  
Preston & Malcom, P.C.  
110 Court St.  
P.O. Box 984  
Monroe, Georgia 30655

or to the respective successor or assign of each. Each party may change the address set forth herein by a notice to such effect to the other party.

8. Taxes. The DDA shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due on the Parking Lot during this Agreement, and all personal property taxes with respect to the DDA’s personal property, if any, on the Parking Lot.

9. Quiet Possession. Lessor covenants and warrants that upon performance by the DDA of its obligations hereunder, Lessor will keep and maintain the DDA in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Parking Lot during this Agreement unless otherwise authorized hereunder.

10. Waiver. No waiver of any default of Lessor or the DDA hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by

Lessor or the DDA shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

11. Memorandum of Lease. The parties hereto contemplate that this Agreement shall not be filed for record, but in lieu thereof, if the DDA desires, Lessor and the DDA shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease in the real estate records of the Walton County Superior Court.

12. Headings. The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

13. Successors. The provisions of this Agreement shall extend to and be binding upon Lessor and the DDA and their respective legal representatives, successors and assigns.

14. Consent. Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Agreement.

15. Performance. If there is a default with respect to any of Lessor's covenants, warranties or representations under this Agreement, and if the default continues more than fifteen (15) days after notice in writing from the DDA to Lessor specifying the default, the DDA may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of any funds payable from the DDA to Lessor hereunder until the DDA shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Agreement terminates prior to the DDA receiving full reimbursement, Lessor shall pay the unreimbursed balance plus accrued interest to the DDA on demand.

16. Compliance. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the DDA and City's use of the Parking Lot. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Parking Lot.

17. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

18. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

19. Time Is Of The Essence. Time is of the essence in all provisions of this Lease.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the date first written above.

Signed, sealed and delivered  
in the presence of:

LESSOR

[Signature]

[Signature]

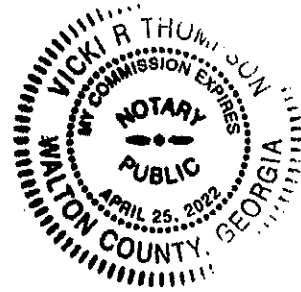
Unofficial Witness

By: E. Kenneth Murray, Sr.  
Owner of the Property

[Signature]

Notary Public  
My Commission expires 4/25/2022

[Seal]



Signed, sealed and delivered  
in the presence of:

DOWNTOWN DEVELOPMENT AUTHORITY

[Signature]

[Signature]

Unofficial Witness

By: Lisa Reynolds Anderson  
Title: Chairman  
Downtown Development Authority

[Signature]

Notary Public  
My Commission expires 9-9-2022

[Seal]



Attest: [Signature]  
Sadie Krawczyk, Director  
(DDA SEAL)

**Summary**

Parcel Number M0140055  
 Location Address W HIGHLAND AVE  
 Legal Description N/A  
 Class C3-Commercial  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 Zoning B2  
 Tax District Monroe (District 01)  
 Millage Rate 39.382  
 Acres 0.3  
 Neighborhood 09012-D/T MONROE CORE (09012)  
 Homestead Exemption No (S0)  
 Landlot/District 65 / 3

[View Map](#)

**Owner**

[MURRAY E KENNETH](#)  
 P O BOX 1065  
 MONROE, GA 30655

**Land**

| Type       | Description              | Calculation Method | Square Footage | Frontage | Depth | Acres | Lots |
|------------|--------------------------|--------------------|----------------|----------|-------|-------|------|
| Commercial | 09012-SF~D/T MONROE CORE | Square Feet        | 13,200         | 0        | 0     | 0.3   | 1    |

**Accessory Information**

| Description              | Year Built | Dimensions/Units | Identical Units | Value   |
|--------------------------|------------|------------------|-----------------|---------|
| Paving-Asph(J) 3" >10000 | 1990       | 0x0 / 13000      | 1               | \$4,000 |

**Sales**

| Sale Date | Deed Book / Page | Plat Book / Page | Sale Price | Reason           | Grantor | Grantee          |
|-----------|------------------|------------------|------------|------------------|---------|------------------|
|           | 186 570          |                  | \$0        | Unqualified Sale |         | MURRAY E KENNETH |

**Valuation**

|                     | 2020            | 2019            | 2018            | 2017            |
|---------------------|-----------------|-----------------|-----------------|-----------------|
| Previous Value      | \$53,100        | \$53,100        | \$53,100        | \$53,700        |
| Land Value          | \$66,000        | \$49,100        | \$49,100        | \$49,100        |
| + Improvement Value | \$0             | \$0             | \$0             | \$0             |
| + Accessory Value   | \$4,000         | \$4,000         | \$4,000         | \$4,000         |
| = Current Value     | <b>\$70,000</b> | <b>\$53,100</b> | <b>\$53,100</b> | <b>\$53,100</b> |

No data available for the following modules: Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Photos, Sketches.

The Walton County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Developed by  
 Schneider  
GEOSPATIAL

Last Data Upload: 7/6/2020, 6:29:33 AM

Version 2.3.66

**EXHIBIT**  
**A**



GEORGIA-STATE OFFICE  
TITLE BUILDING  
ATLANTA, GEORGIA 30335

# Lawyers Title Insurance Corporation

## WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, Made the 22nd day of July, in the year one thousand nine hundred eighty three, between

THE NATIONAL BANK OF WALTON COUNTY

of the County of Walton, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

E. KENNETH MURRAY

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 Other Valuable Consideration and Ten and NO/100----- ( \$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 that tract or parcel of land situate, lying and being in the State of Georgia, County of Walton and in the City of Monroe, 419th District, G.M., containing 0.298 acre as shown by survey and plat entitled "Boundary and Topographic Survey for A. W. Wilkes", made by Ben McLeroy and Associates, Engineers & Surveyors, dated July 17, 1972, certified by Ben McLeroy, Georgia Registered Surveyor No. 1184, said plat being recorded in Plat Book 17, page 258, Clerk's Office, Walton Superior Court, reference to said plat and the record thereof being hereby made.

Said property is more particularly described as follows: Beginning at a point where the Westerly edge of the right-of-way of North Broad Street (80 foot right-of-way, 60 feet paved) intersects with the Southerly edge of the right-of-way of West Highland Avenue (50 foot right-of-way, 30 feet paved) and from said beginning point, running South 10 degrees 33 minutes East 60.5 feet to a point; running thence South 79 degrees 02 minutes West 216.9 feet to an iron pin; running thence North 7 degrees 00 minutes West 60.5 feet to an iron pin; running thence North 79 degrees 00 minutes East 213.2 feet to the beginning point.

Said property is bounded now or formerly as follows: Northerly by right-of-way of West Highland Avenue; Easterly by right-of-way of North Broad Street; Southerly by lands of Bona Allen; and Westerly by right-of-way of Wayne Street.

These are the lands conveyed by Deed Under Power of Sale from John R. Rein and James W. Braselton, acting by and through The National Bank of Walton County to The National Bank of Walton County, dated August 2, 1977, recorded at Deed Book 138, pages 107-109, Walton County Records.

WALTON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$26.00  
DATE JUL 22 1983  
Thomas S. Bachelor  
CLERK OF SUPERIOR COURT

FILED JUL 22 1983  
TIME 4:55 P.M.  
RECORDED JUL 26 1983  
BOOK 186 PAGE  
THOMAS S. BACHELOR  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA