



## Committee Work Session & Called Council Meeting

### AGENDA

Tuesday, January 08, 2019

6:00 PM

City Hall

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#### I. CALL TO ORDER

1. Roll Call
2. City Administrator Update
3. Central Services Update

#### II. COMMITTEE INFORMATION

1. Finance
  - a. Monthly Finance Report
  - b. Customer Service & Drive-Thru Renovation
2. Airport
  - a. Monthly Airport Report
3. Public Works
  - a. Monthly Solid Waste Report
  - b. Monthly Streets & Transportation Report
4. Utilities
  - a. Monthly Electric & Telecom Report
  - b. Monthly Water, Sewer, Gas, & Stormwater Report
5. Public Safety

- a. Monthly Fire Report
- b. Monthly Police Report

**6. Planning & Code**

- a. Monthly Code Report

**7. Economic Development**

- a. Monthly Economic Development Report

**III. ITEMS OF DISCUSSION**

- 1. Rezone - 1600 East Church Street
- 2. 1st Reading - Historic Preservation Commission Membership Ordinance Amendment
- 3. 1st Reading - Performance and Maintenance Bonds Ordinance Amendment
- 4. Resolution - Open Records Officer
- 5. Approval - Election Qualifying Fees

**IV. ITEMS REQUIRING ACTION**

- 1. Election of Vice-Mayor
- 2. Appointment - Council Representative to DDA

**V. ADJOURN**

# CENTRAL SERVICES

## MONTHLY REPORT JANUARY 2019

	2018 January	2018 February	2018 March	2018 April	2018 May	2018 June	2018 July	2018 August	2018 September	2018 October	2018 November	2018 December	2017 December	Monthly Average	Yearly Totals
<b>COMMUNITY SERVICE</b>															
Participants	1	0	0	0	0	0	1	0	0	0	0	1	1	0.3	4
Hours	4.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	8.0	8.0	2.3	30.0
<b>SAFETY PROGRAMS</b>															
Facility Inspections	8	5	6	9	5	5	7	4	1	5	2	8	3	5.2	68
Vehicle Inspections	12	0	0	0	0	0	22	10	0	0	5	9	0	4.5	58
Equipment Inspections	4	0	0	0	0	0	6	4	1	0	1	3	0	1.5	19
Worksite Inspections	5	4	1	2	3	1	7	4	3	3	3	0	2	2.9	38
Employee Safety Classes	0	1	3	3	6	1	0	0	0	2	2	3	0	1.6	21
<b>PURCHASING</b>															
P-Card Transactions	334	452	480	424	440	445	460	430	312	419	361	301	314	397.8	5,172
Purchase Orders	143	144	105	100	114	108	102	122	112	83	74	48	67	101.7	1,322
Sealed Bids/Proposals	0	0	0	2	1	1	0	1	1	0	0	0	2	0.6	8
GPR Postings							0	1	1	5	1	0		1.3	8
<b>INFORMATION TECHNOLOGY</b>															
Workorder Tickets	91	83	109	103	107	99	99	101	95	133	95	95	67	98.2	1,277
Phishing Fail Percentage				4.2%			6.9%		3.0%		7.6%	5.5%	4.0%	5.2%	
<b>MARKETING</b>															
Newsletters Distributed	0	0	6,005	0	6,005	0	0	8,000	0	0	0	ONLINE	6,241	2,187.6	26,251
<b>GROUNDS &amp; FACILITIES</b>															
Contractor Acres Mowed	46.6	46.6	46.6	92.4	92.4	123.5	139.1	139.1	139.1	139.1	92.4	92.4	46.6	95.0	1,235.6
Trash Collection										320.0	2,496.0	2,980.0		1,932.0	5,796.0
Crew Acres Mowed	27.0	27.0	27.0	33.3	54.0	54.0	54.0	54.0	55.5	55.5	33.3	16.7	27.0	39.9	518.4

# PROJECTS & UPDATES

## CAPITAL IMPROVEMENT PROGRAM (CIP) UPDATE

In following with new CIP guidelines of pre-approved projects, CIP projects will follow all procurement policy guidelines and rules as previously followed. Those projects will then be vetted by Procurement and Administration for funding and completeness to then be approved. The CIP project details will then be provided in respective monthly reports to City Council for updates as they follow along with approved budgetary guidelines. Any projects exceeding budgetary guidelines will then be brought to City Council for additional approvals prior to proceeding with the projects. The new Budget/Capital Improvement Program (CIP) guidelines are as follows:

Budget/Capital Improvement Program (CIP) Approved Purchases. Any items included in an already approved fiscal year Budget and/or already approved CIP Budget are not required to then be reapproved by City Council. Any items, material, and/or projects in this category must have been approved with detailed lists, budgeting allocations, and scheduling by Mayor and City Council. All items, material, and/or projects require the approval of the Finance Director and City Administrator prior to entering Budget or CIP submission for City Council approval. Any items, material, and/or projects not covered or exceeding the amount approved in original approval submission must be presented to Mayor and City Council for additional approval.

1. Detailed submittal of items, material, and/or projects to include pricing, itemization, and scheduling to Finance Department for inclusion request in Budget and/or CIP.
2. Requests then receive approval or disapproval by Finance Director and City Administrator for inclusion into Budget and/or CIP for presentation to Mayor and City Council.
3. Mayor and City Council then review all requests for determination of inclusion into Budget and/or CIP.
4. During appropriate Budgetary year, the Department Head may procure the items, material, and/or projects following the preapproved lists, and following all existing purchasing and policy requirements.
5. Procurement of items, materials, and/or projects must then be reported as part of Committee Reports the months following with full documentation detailing actions taken.

## FACILITIES MANAGEMENT

The renovation of the exterior of City Hall is closer to complete with bricks and pavers having been replaced, cement patches poured over new drainage, and the installation of natural gas fixtures in the customer parking area. The natural gas

fixtures are still left for install on the building. Pressure washing should begin on January 4<sup>th</sup> and the fountain will be cleaned and back in operation, weather permitting for both projects. There will be sections of the parking lot closed off during this process but should only be for a short amount of time.

The Fire Department exterior pressure washing and cleaning will start in the next few weeks, again with weather permitting. This will complete this project as approved in late 2018.

The design plans for the rework and rehabilitation of the drive-thru and customer service area of City Hall are coming before Council for acceptance of the company/engineer with a not to exceed construction amount that will be bid following procurement policy. This design will make cashier stations larger, add additional offices, and provide for more security to both customers and employees. The drive-thru area will provide for larger lanes and updated systems to replace those that are currently inoperable or becoming difficult to repair due to age and usage.

The start of a new budget year will allow for the approved CIP to be completed throughout the year following full procurement policy guidelines, and will then be reported to the City Council per policy requirements. These approved projects will include the Public Works main office building roof and exterior repair, Old City Hall roof and exterior repair, and the Art Guild exterior repair and waterproofing.

**GROUNDS MAINTENANCE**

Over the course of 13 rainy days during the month of December, the Grounds Crew consisting of Gary Barnes and Danny Farmer picked up a total of 2,980 pounds of trash and debris from parks, cemeteries, and roadsides. This was performed while also cutting approximately 17 acres of grass during the month of December.

**CHILDERS PARK**

During December we lost a couple of trees at Childers Park with rain and wind, and experienced some damage to the dog park area and fountain. All has been repaired, with a the remaining trunk pieces being removed with weather permits due to soft ground conditions.

**INFORMATION TECHNOLOGY**

The IT division of Central Services has provided for a promotional appointment of Luke Roberts from a part-time systems technician position to a full-time systems technician position as approved in the 2019 budget. Luke will be serving in the same capacity but on a full-time status going forward, and will be taking on additional roles as assigned. This will greatly improve the internal response ability and time of our IT division for help with internal operating systems.



**FINANCIAL  
STATUS REPORT  
AS OF NOVEMBER 2018**

City of Monroe  
 Financial Performance Report  
 For the Period Ended  
 November 30, 2018

Cash balances for the City of Monroe as of November 30<sup>th</sup> total **\$37,015,355**  
 The following table shows the individual account balances.

<b>GOVERNMENTAL FUND</b>	
General Fund Checking	873,016.80
Stabilization Fund	450,000.00
Community Center Deposits	3,180.79
Group Health Insurance (Claims/Premiums)	702,561.62
Unemployment Fund	17,174.03
Workmen's Compensation (To Fund Claims)	96,465.50
<b>CAPITAL PROJECTS FUND</b>	
Capital Improvement - General Government	2,739.99
SPLOST	1,380,834.46
SPLOST 2013	3,463,147.07
<b>SPECIAL REVENUE FUND</b>	
Hotel/Motel	7,944.51
DEA Confiscated Assets Fund	15,320.37
Confiscated Assets Fund	28,629.04
<b>ENTERPRISE FUND</b>	
Solid Waste	305,156.86
Solid Waste Capital	875,629.76
Utility Revenue	1,575,735.53
Utility Revenue Reserve	1,333,114.10
Utility MEAG Payment Acct	2,370.47
Utility MGAG Payment Acct	8,340.20
Utility Gov't Loan Payment Acct	26,057.05
Utility MEAG Short-Term Investment	4,779,068.66
Utility MEAG Intermediate Extended Investment	5,995,955.10
Utility MEAG Intermediate Portfolio Investment	1,999,358.50
Utility Capital Improvement	8,898,946.53
Utility GEFA	1,000.00
Utility Bond Sinking Fund	100,741.24
Utility Tap Fees	1,393,377.99
Utility Customer Deposits (Restricted)	1,179,890.33
Utility Customer Deposits (Investment)	1,499,598.37



City of Monroe  
 Financial Performance Report  
 For the Period Ended  
 November 30, 2018

Below is a chart showing disbursements from Walton County to date for the 2013 SPLOST

Sales Tax Receipt Month	Special Local Option Sales Taxes Received	Receipt Total for Period of SPLOST	Monroe's Portion up to 60M	Receipt Total for Month	Other Revenues	Total Receipts SPLOST
Nov-17	830,845.61	46,972,718.43	127,398.34	127,396.05		127,396.05
Dec-17	853,438.30	47,826,156.73	130,862.61	130,900.98		130,900.98
Jan-18	986,456.84	48,812,613.57	151,259.11	151,215.66		151,215.66
Feb-18	853,134.51	49,665,748.08	130,816.03	130,813.67		130,813.67
Mar-18	792,463.54	50,458,211.62	121,513.00	121,510.81	19,737.65	141,248.46
Apr-18	954,910.67	51,413,122.29	146,421.95	146,419.32	37,245.24	183,664.56
May-18	891,313.39	52,304,435.68	136,670.22	136,667.76		136,667.76
Jun-18	928,779.45	53,233,215.13	142,415.10	142,412.54		142,412.54
Jul-18	915,881.79	54,149,096.92	140,437.43	140,434.90		140,434.90
Aug-18	1,023,277.44	55,172,374.36	156,905.02	156,902.20		156,902.20
Sep-18	989,490.30	56,161,864.66	151,724.25	-	39,361.61	39,361.61
Oct-18	928,672.50	57,090,537.16	142,398.70	294,117.66		294,117.66
Nov-18	1,110,786.70	58,201,323.86	170,323.32	170,320.26		170,320.26

City of Monroe  
 Financial Performance Report  
 For the Period Ended  
 November 30, 2018

The total Utility Capital funds available as of November are \$11,625,439 as broken down in the section below:

Utility Capital Improvement Cash Balance	8,898,947
Utility Revenue Reserve Cash Balance	1,333,114
Tap Fees Cash Balance	1,393,378
<b>Total Current Funds Available</b>	<b>\$ 11,625,439</b>

Project Description	Estimated Budgeted Cost	2018 Actual Expense	2018 Estimated Expense	2019 Estimated Expense	2020 Estimated Expense	2021 Estimated Expense	2022 Estimated Expense	2023 Estimated Expense
<b>Totals</b>	21,336,771	1,646,481	376,688	9,821,573	2,987,555	2,556,454	1,764,000	1,101,454
Estimated annual Tap Fees			22,000	306,250	310,000	310,000	310,000	310,000
Estimated annual CIP transfers-in			150,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Fertilizer Plant Sale-December 2018			475,000					
Estimated Utility Capital Cash Balance EOY			\$ 11,895,751	\$ 4,180,428	\$ 3,302,873	\$ 2,856,419	\$ 3,202,419	\$ 4,210,965

*The detail by year of each project is shown on the following page*

Dept	Project Description	Estimated	2018	2018	2019	2019	2020	2021	2022	2023
		Budgeted	Actual	Estimated	Estimated	Actual	Estimated	Estimated	Estimated	Estimated
		Cost	Expense	Expense	Expense	Expense	Expense	Expense	Expense	Expense
Sewer	Sewer CDBG 2018-Initial Application	25,000	19,810		9,120					
Sewer	Infrastructure Repair/Replacement	337,223	25,541	24,800	75,000		71,881	70,000	70,000	
Sewer	Sewer Extension 138 to Reliant Development	2,700,000	64,626		2,635,374					
Sewer	Pump Station SCADA	50,000			35,000		15,000			
Sewer	Sewer Main Rehab	583,711			83,711		150,000	100,000	150,000	100,000
Sewer	Truck	100,000					50,000		50,000	
Sewer	CDBG 2018 Construction	250,000			250,000					
Sewer	Application/Design CDBG 2020 submittal	50,000					50,000			
Sewer	CDBG 2020 Construction	250,000						250,000		
Sewer	Application/Design CDBG 2022 submittal	50,000							50,000	
Sewer	CDBG 2022 Construction	250,000								250,000
Sewer	Lime Slurry System	145,200			145,200					
Sewer	Kawasaki Mule	9,189			9,189					
Sewer	Aeration Fluidyne Jet Pump	41,348			20,674		20,674			
Sewer	Final Clarifier Clean Out	36,908						18,454		18,454
Sewer	Control Panel for Plant Drain	15,000							15,000	
Sewer	Trickling Filter Pump	80,000						40,000		40,000
Sewer	Air Compressor	54,760			54,760					
Sewer	Ashphalt Top Coat	200,000					200,000			
Sewer	GIS Program Development	41,667			41,667					
Water	Loganville Water Distribution Line	1,648,125	175,424		1,472,702					
Water	Infrastructre Repair/Replacement	150,000	9,773		35,000		35,000	35,000	35,000	
Water	Water Plant Roof Replacement	237,548	264,373							
Water	Remodel of Old Water Plant	225,000	49,263		175,737					
Water	Warehouse Improvements	25,000		12,500	12,500					
Water	Water Main Rehab	375,000			75,000		75,000	75,000	75,000	75,000
Water	8 Mstr Mtr Octave AWWA Mtr	5,062	5,062							
Water	Fire Hydrant Replacement	110,000			55,000		55,000			
Water	Infrastructure Repair/Replacement	750,000			150,000		150,000	150,000	150,000	150,000
Water	Water Valve Maintenance Trailer	61,720			61,720					
Water	CDBG 2018 Construction	250,000			250,000					
Water	Application/Design CDBG 2020 submittal	25,000					25,000			
Water	CDBG 2020 Construction	250,000						250,000		
Water	Application/Design CDBG 2022 submittal	25,000							25,000	
Water	CDBG 2022 Construction	250,000								250,000
Water	Swan Turbidity Meters	90,355			90,355					
Water	Air Compressors	58,575			58,575					
Water	High Service Pumps	100,000					100,000			
Water	Alcovy River Screen	50,000					50,000			
Water	Control Vlv Replacement Reservoir & Alcovy River	100,000						100,000		
Water	Membrane Filters	382,500			76,500		76,500	76,500	76,500	76,500
Water	Excavator	88,200			88,200					
Water	Water Meters	282,247			56,247		56,500	56,500	56,500	56,500
Water	GIS Program Development	41,667			41,667					
Central Svcs	Vehicle	25,000			25,000					
Admin	Financial/Utility Billing Software	300,617	199,737		113,595					
Admin	Drive Thru Rehab/City Hall	225,000			225,000					
Admin	Trucks	50,000					50,000		50,000	
Electric	Bucket Truck Replacement	325,000			215,000			110,000		
Electric	Meter Load Tester	33,000			33,000					
Electric	Pole Crane	80,000			80,000					
Electric	Van	27,000	24,497							
Electric	Automated Switching	150,000		59,500	90,500					
Electric	2018 LED Streetlights	125,000			125,000					
Electric	Reconductor Distrubtion System	800,000	13,402		344,794		150,000	150,000	150,000	
Electric	Warehouse Project	75,000			75,000					
Electric	Stone Creek	153,000	19,958		133,042					
Electric	System Automation	408,846			108,846		150,000	150,000		
Electric	Underground for Town Green	187,000			187,000					
Electric	AMI meters/system	112,608			37,608		75,000			
Electric	Rebuild Highland & S Madison Ave	1,091,200			291,200		300,000	250,000	250,000	
Electric	GIS Program Development	41,667			41,667					
Telecom	Fiber Blower	44,000	36,784		5,000					
Telecom	Halon Fire Suppression	44,000			44,000					
Telecom	Fiber Loop	150,000			150,000					
Telecom	Fiber to the X	400,000	30,277		75,073		100,000	100,000	100,000	
Telecom	Wireless Deployment	75,000			75,000					
Telecom	Cable Replacement	240,000	30,766		49,234		80,000	80,000		
Telecom	2017 Network Redundancy	195,000	150,360		49,234					
Telecom	2018 Network Redundancy	225,000			225,000					
Telecom	2017 Cable Replacement	80,000	16,068		63,932					
Telecom	DOCSIS 3	175,000	27,061		147,939					
Telecom	Fiber Backbone Extension	101,500			56,500		45,000			
Telecom	Micro Trench Saw	91,000			91,000					
Telecom	FTTX Wellington	420,000			120,000		150,000	150,000		
Telecom	Cable Infrastructure Replacement	180,000			65,000		60,000	55,000		
Telecom	GIS Program Development	41,667			41,667					
Gas	Gas relocation Hwy 11 bridge	541,000	464,467	56,100						
Gas	Good Hope	140,000					70,000	70,000		

Gas	James Huff/Gratis	140,000					140,000		
Gas	Old Mill Replacement	150,000				150,000			
Gas	Unisia Dr Extension	45,000				45,000			
Gas	Various Projects	300,000				100,000	100,000	100,000	
Gas	Service Trencher	80,000		80,000					
Gas	2018 System Rehab	200,000	16,022		34,000				
Gas	System Rehab	150,000				50,000	50,000	50,000	
Gas	Young St Rehab	75,000		50,000	25,000				
Gas	Lacy, Davis, Harris & Ash Street (Bryant Rd)	40,000	1,440	38,560					
Gas	Lacy, Davis, Harris & Ash Street (Bryant Rd2)	57,000	1,772	55,228					
Gas	Gas Main Renewal	681,147			199,147	196,000	70,000	131,000	
Gas	Main Extension	84,397			8,397	36,000		40,000	
Gas	GIS Program Development	41,667			41,667				
Stormwater	2018 Infrastructure Repair/Replacement	100,000	38,550		61,450				
Stormwater	Infrastructure Repair/Replacement	300,000				100,000	100,000	10,000	
Stormwater	Lateral Repair	43,183			8,183		35,000		
Stormwater	F450 Service Body Truck	60,000				60,000			
Stormwater	Skid Steer	75,000				75,000			
Stormwater	Storm/Drain Retention Pond Rehab	375,000			75,000	75,000	75,000	75,000	
Stormwater	Heritage Ridge Retention Pond	17,600			17,600				
Stormwater	Public Works Retention Pond	8,000				8,000			
Stormwater	Heritage Trace Retention Pond	18,000				18,000			
Stormwater	GIS Program Development	41,667			41,667				
Stormwater	Improvements	50,000			50,000				
<b>Totals</b>		<b>21,336,771</b>	<b>1,646,481</b>	<b>376,688</b>	<b>9,821,573</b>	<b>2,987,555</b>	<b>2,556,454</b>	<b>1,764,000</b>	<b>1,101,454</b>



Monroe, GA

	November Budget	November Activity	Variance Favorable	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable	Total Budget	Variance Budget
Total R1: 31 - TAXES:	564,217.80	635,360.33	71,142.53	12.61 %	6,206,395.80	4,553,203.27	-1,653,192.53	6,773,323.00	2,220,119.73
Total R1: 32 - LICENSES & PERMITS:	27,297.41	4,591.00	-22,706.41	-83.18 %	300,271.51	180,977.00	-119,294.51	327,700.00	146,723.00
Total R1: 33 - INTERGOVERNMENTAL:	38,349.15	0.00	-38,349.15	-100.00 %	421,840.65	559,614.56	137,773.91	460,374.00	-99,240.56
Total R1: 34 - CHARGES FOR SERVICES:	58,310.00	82,319.31	24,009.31	41.18 %	641,410.00	671,228.08	29,818.08	700,000.00	28,771.92
Total R1: 35 - FINES & FORFEITURES:	33,320.00	0.00	-33,320.00	-100.00 %	366,520.00	331,513.67	-35,006.33	400,000.00	68,486.33
Total R1: 36 - INVESTMENT INCOME:	0.00	0.00	0.00	0.00 %	0.00	1.75	1.75	0.00	-1.75
Total R1: 37 - CONTRIBUTIONS & DONATIONS:	3,415.30	8,750.00	5,334.70	156.20 %	37,568.30	40,858.10	3,289.80	41,000.00	141.90
Total R1: 38 - MISCELLANEOUS REVENUE:	22,157.80	17,412.50	-4,745.30	-21.42 %	243,735.80	246,587.49	2,851.69	266,000.00	19,412.51
Total R1: 39 - OTHER FINANCING SOURCES:	209,812.54	205,265.27	-4,547.27	-2.17 %	2,307,937.94	2,027,454.55	-280,483.39	2,518,758.00	491,303.45
<b>Total Revenue:</b>	<b>956,880.00</b>	<b>953,698.41</b>	<b>-3,181.59</b>	<b>-0.33 %</b>	<b>10,525,680.00</b>	<b>8,611,438.47</b>	<b>-1,653,190.78</b>	<b>11,487,155.00</b>	<b>2,875,716.53</b>
1100 - LEGISLATIVE	19,525.98	13,229.35	6,296.63	32.25 %	206,785.78	169,930.41	36,855.37	226,406.00	56,475.59
1300 - EXECUTIVE	24,400.17	23,813.29	586.88	2.41 %	276,401.87	284,360.92	-7,959.05	300,920.00	16,559.08
1500 - GENERAL ADMIN	13,613.45	13,502.76	110.69	0.81 %	149,747.95	100,821.63	48,926.32	163,427.00	62,605.37
1510 - FINANCE ADMIN	21,604.97	28,533.01	-6,928.04	-32.07 %	237,654.67	283,233.79	-45,579.12	259,364.00	-23,869.79
1530 - LAW	10,662.40	41,614.89	-30,952.49	-290.30 %	117,286.40	157,894.79	-40,608.39	128,000.00	-29,894.79
1560 - AUDIT	2,499.00	0.00	2,499.00	100.00 %	27,489.00	30,000.00	-2,511.00	30,000.00	0.00
1565 - WALTON PLAZA	12,039.83	0.00	12,039.83	100.00 %	132,438.13	89,820.31	42,617.82	144,536.00	54,715.69
2650 - MUNICIPAL COURT	8,989.79	10,881.60	-1,891.81	-21.04 %	98,887.69	83,549.54	15,338.15	107,921.00	24,371.46
3200 - POLICE	329,104.59	443,573.61	-114,469.02	-34.78 %	3,620,150.49	3,621,914.00	-1,763.51	3,950,836.00	328,922.00
3500 - FIRE OPERATIONS	176,119.10	243,804.29	-67,685.19	-38.43 %	1,937,310.10	1,762,885.86	174,424.24	2,114,276.00	351,390.14
3510 - FIRE PREVENTION/CRR	7,319.69	8,969.16	-1,649.47	-22.53 %	80,516.59	74,389.30	6,127.29	87,872.00	13,482.70
4200 - STREETS & TRANSPORTATION	130,738.06	135,595.14	-4,857.08	-3.72 %	1,438,118.66	1,278,050.80	160,067.86	1,569,485.00	291,434.20
5500 - COMMUNITY SERVICES	907.97	0.00	907.97	100.00 %	9,987.67	11,100.00	-1,112.33	10,900.00	-200.00
5530 - COMMUNITY CENTER	1,207.83	552.82	655.01	54.23 %	13,286.13	10,141.75	3,144.38	14,500.00	4,358.25
6200 - BLDGS & GROUNDS	22,543.24	9,511.82	13,031.42	57.81 %	247,975.64	162,248.92	85,726.72	270,628.00	108,379.08
6500 - LIBRARIES	10,295.88	0.00	10,295.88	100.00 %	113,254.68	105,516.99	7,737.69	123,600.00	18,083.01
7200 - PROTECTIVE/CODE INSPECTION	52,592.48	67,961.93	-15,369.45	-29.22 %	578,517.28	387,962.82	190,554.46	631,363.00	243,400.18
7400 - PLANNING AND ZONING	409.57	0.00	409.57	100.00 %	4,505.27	4,844.25	-338.98	4,917.00	72.75
7520 - ECONOMIC DEVELOPMENT	25,506.90	19,438.60	6,068.30	23.79 %	280,575.90	341,666.11	-61,090.21	306,206.00	-35,460.11
7550 - DOWNTOWN DEVELOPMENT	2,082.50	0.00	2,082.50	100.00 %	22,907.50	13,190.88	9,716.62	25,000.00	11,809.12
7563 - AIRPORT	12,890.65	6,292.76	6,597.89	51.18 %	141,797.15	218,498.54	-76,701.39	154,750.00	-63,748.54
9001 - GEN - OTHER FINANCING USES	71,825.25	0.00	71,825.25	100.00 %	790,077.75	862,140.00	-72,062.25	862,248.00	108.00
<b>Total Expense:</b>	<b>956,879.30</b>	<b>1,067,275.03</b>	<b>-110,395.73</b>	<b>-11.54 %</b>	<b>10,525,672.30</b>	<b>10,054,161.61</b>	<b>471,510.69</b>	<b>11,487,155.00</b>	<b>1,432,993.39</b>



Monroe, GA

# Monthly Budget Report Group Summary

For Fiscal: 2018 Period Ending: 11/30/2018

ACTIVITY	November Budget	November Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget	Variance Budget
<b>Revenue</b>									
4002 - WATER	413,578.75	465,170.22	51,591.47	12.47 %	4,549,366.25	4,946,802.67	397,436.42	4,964,931.00	-18,128.33
4003 - SEWER	335,193.78	347,972.86	12,779.08	3.81 %	3,687,131.58	3,897,858.32	210,726.74	4,023,935.00	-126,076.68
4005 - GAS	302,979.58	218,007.64	-84,971.94	-28.05 %	3,332,775.38	3,553,119.38	220,344.00	3,637,210.00	-84,090.62
4006 - GUTA	30,576.26	18,100.72	-12,475.54	-40.80 %	336,338.86	140,933.47	-195,405.39	367,062.00	-226,128.53
4008 - ELECTRIC	1,607,746.55	1,959,355.46	351,608.91	21.87 %	17,685,212.05	20,646,798.73	2,961,586.68	19,300,679.00	1,346,119.73
4009 - TELECOM & INTERNET	201,835.90	239,413.25	37,577.35	18.62 %	2,220,194.90	2,629,180.31	408,985.41	2,423,000.00	206,180.31
4010 - CABLE TV	282,549.93	249,035.35	-33,514.58	-11.86 %	3,108,049.23	2,715,288.50	-392,760.73	3,391,956.00	-676,667.50
4012 - UTIL FINANCE	41,650.00	0.00	-41,650.00	-100.00 %	458,150.00	535,461.65	77,311.65	500,000.00	35,461.65
<b>Total Revenue:</b>	<b>3,216,110.75</b>	<b>3,497,055.50</b>	<b>280,944.75</b>	<b>8.74 %</b>	<b>35,377,218.25</b>	<b>39,065,443.03</b>	<b>3,688,224.78</b>	<b>38,608,773.00</b>	<b>456,670.03</b>
<b>Expense</b>									
4002 - WATER	385,779.23	289,706.75	96,072.48	24.90 %	4,243,571.53	4,086,775.66	-156,795.87	4,631,205.00	-544,429.34
4003 - SEWER	352,510.37	265,251.23	87,259.14	24.75 %	3,877,614.07	3,437,974.98	-439,639.09	4,231,819.00	-793,844.02
4004 - STORMWATER	30,241.18	26,892.97	3,348.21	11.07 %	332,652.98	343,886.34	11,233.36	363,040.00	-19,153.66
4005 - GAS	304,371.30	220,221.91	84,149.39	27.65 %	3,348,084.30	3,342,393.98	-5,690.32	3,653,918.00	-311,524.02
4006 - GUTA	30,617.87	19,619.56	10,998.31	35.92 %	336,796.57	221,239.77	-115,556.80	367,562.00	-146,322.23
4007 - GEN ADMIN WSG	18,089.32	31,722.39	-13,633.07	-75.37 %	198,982.52	178,638.91	-20,343.61	217,159.00	-38,520.09
4008 - ELECTRIC	1,541,342.58	1,603,821.67	-62,479.09	-4.05 %	16,954,768.38	17,546,339.28	591,570.90	18,503,513.00	-957,173.72
4009 - TELECOM & INTERNET	63,507.92	27,051.10	36,456.82	57.41 %	698,587.12	696,243.57	-2,343.55	762,400.00	-66,156.43
4010 - CABLE TV	459,776.72	229,879.30	229,897.42	50.00 %	5,057,543.92	4,864,614.74	-192,929.18	5,519,529.00	-654,914.26
4011 - GEN ADMIN ELEC/TELECOM	29,873.61	45,232.52	-15,358.91	-51.41 %	328,609.71	294,156.25	-34,453.46	358,627.00	-64,470.75
4012 - UTIL FINANCE	-195,799.60	-279,858.86	84,059.26	-42.93 %	-2,153,795.60	-1,478,178.70	675,616.90	-2,350,535.00	872,356.30
4013 - UTIL CUST SVC	90,555.41	118,683.93	-28,128.52	-31.06 %	996,109.51	970,971.57	-25,137.94	1,087,100.00	-116,128.43
4014 - UTIL BILLING	26,042.56	37,412.36	-11,369.80	-43.66 %	286,468.16	274,719.56	-11,748.60	312,636.00	-37,916.44
4015 - CENTRAL SERVICES	79,201.58	123,762.57	-44,560.99	-56.26 %	871,217.38	990,201.68	118,984.30	950,800.00	39,401.68
<b>Total Expense:</b>	<b>3,216,110.05</b>	<b>2,759,399.40</b>	<b>456,710.65</b>	<b>14.20 %</b>	<b>35,377,210.55</b>	<b>35,769,977.59</b>	<b>392,767.04</b>	<b>38,608,773.00</b>	<b>-2,838,795.41</b>



Monroe, GA

# Monthly Budget Report

## Group Summary

For Fiscal: 2018 Period Ending: 11/30/2018

DEPT	November Budget	November Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget	Variance Budget
<b>Revenue</b>									
4510 - SOLID WASTE ADMINISTRATION	0.00	-2,553.54	-2,553.54	0.00 %	0.00	0.00	0.00	0.00	
4520 - SOLID WASTE COLLECTION	158,686.50	173,131.51	14,445.01	9.10 %	1,745,551.50	1,896,179.91	150,628.41	1,905,000.00	-8,820.09
4530 - SOLID WASTE DISPOSAL	222,760.86	144,018.49	-78,742.37	-35.35 %	2,450,369.46	2,316,873.41	-133,496.05	2,674,200.00	-357,326.59
4540 - RECYCLABLES COLLECTION	2,665.60	4,559.33	1,893.73	71.04 %	29,321.60	31,098.63	1,777.03	32,000.00	-901.37
<b>Total Revenue:</b>	<b>384,112.96</b>	<b>319,155.79</b>	<b>-64,957.17</b>	<b>-16.91 %</b>	<b>4,225,242.56</b>	<b>4,244,151.95</b>	<b>18,909.39</b>	<b>4,611,200.00</b>	<b>-367,048.05</b>
<b>Expense</b>									
4510 - SOLID WASTE ADMINISTRATION	28,503.20	32,123.37	-3,620.17	-12.70 %	313,535.20	303,280.63	-10,254.57	342,176.00	-38,895.37
4520 - SOLID WASTE COLLECTION	69,206.51	88,617.75	-19,411.24	-28.05 %	761,271.61	741,755.96	-19,515.65	830,811.00	-89,055.04
4530 - SOLID WASTE DISPOSAL	209,983.01	199,174.28	10,808.73	5.15 %	2,309,813.11	2,148,014.52	-161,798.59	2,520,805.00	-372,790.48
4540 - RECYCLABLES COLLECTION	13,403.68	6,672.03	6,731.65	50.22 %	147,440.48	86,015.40	-61,425.08	160,909.00	-74,893.60
4585 - YARD TRIMMINGS COLLECTION	18,354.20	19,063.88	-709.68	-3.87 %	201,896.20	204,635.04	2,738.84	220,339.00	-15,703.96
9003 - SW - OTHER FINANCING USES	44,662.21	17,085.47	27,576.74	61.75 %	491,284.31	223,208.04	-268,076.27	536,161.00	-312,952.96
<b>Total Expense:</b>	<b>384,112.81</b>	<b>362,736.78</b>	<b>21,376.03</b>	<b>5.57 %</b>	<b>4,225,240.91</b>	<b>3,706,909.59</b>	<b>-518,331.32</b>	<b>4,611,201.00</b>	<b>-904,291.41</b>

Performance Indicators	Nov-18	Oct-18	Sep-18	Aug-18	Jul-18	Jun-18	May-18	Apr-18	Mar-18	Feb-18	Jan-18	Dec-17	Nov-17
<b>Telephone Calls</b>													
<b>Admin Support</b>													
Utilities - Incoming Calls	6,463	6,735	6,174	7,299	7,506	6,654	5,675	5,521	6,004	5,419	6,756	5,736	6,047
Utilities - Abandoned Calls	373	391	411	460	467	509	349	323	302	296	421	327	342
% of Abandoned Calls - Utility	5.77%	5.81%	6.66%	6.30%	6.22%	7.65%	6.15%	5.85%	5.03%	5.46%	6.23%	5.70%	5.66%
<b>Customer Count</b>													
<b>Utilities</b>													
Electric Customers	6,307	6,364	6,343	6,343	6,297	6,340	6,311	6,314	6,297	6,310	6,347	6,230	6,217
Natural Gas Customers	3,773	3,782	3,773	3,770	3,765	3,765	3,763	3,762	3,736	3,742	3,772	3,726	3,731
Water Customers	9,244	9,288	9,216	9,239	9,212	9,277	9,201	9,194	9,179	9,157	9,236	9,111	9,076
Wastewater Customers	6,936	6,979	6,923	6,957	6,921	6,963	6,922	6,913	6,911	6,900	6,974	6,863	6,837
Cable TV Customers	3,516	3,571	3,573	3,600	3,594	3,643	3,591	3,659	3,624	3,622	3,682	3,599	3,626
Digital Cable Customers	220	202	204	199	204	201	197	199	194	198	197	196	194
Internet Customers	3,625	3,611	3,596	3,584	3,597	3,547	3,542	3,476	3,486	3,456	3,470	3,365	3,293
Residential Phone Customers	934	904	887	893	898	887	882	904	887	893	901	889	887
Commercial Phone Customers	437	434	435	447	454	456	430	453	436	432	448	441	435
Fiber Customers	62	62	62	62	62	62	62	62	62	62	58	49	49
<b>Work Orders Generated</b>													
<b>Utilities</b>													
Connects	606	790	696	766	570	656	607	626	688	753	672	616	706
Cutoff for Non-Payment	237	322	209	271	254	218	253	235	191	129	216	232	189
Electric Work Orders	28	43	49	50	40	28	29	53	34	45	32	33	59
Water Work Orders	138	288	143	115	61	109	61	60	82	94	113	133	98
Natural Gas Work Orders	56	63	39	59	48	41	25	50	111	30	47	56	26
Disconnects	567	727	639	715	575	549	588	602	625	632	633	509	556
Sewer Work Orders	28	30	20	26	28	25	30	24	30	40	50	37	13
Telecomm Work Orders	206	301	275	306	146	248	264	247	294	380	410	302	325
<b>Billing/Collections</b>													
<b>Utilities</b>													
Utility Revenue Billed	\$ 3,467,538	\$ 3,708,203	\$ 3,695,859	\$ 3,692,334	\$ 3,488,005	\$ 3,282,658	\$ 3,300,220	\$ 3,315,676	\$ 3,489,893	\$ 3,965,341	\$ 3,540,223	\$ 3,239,965	\$ 3,115,028
Utility Revenue Collected	\$ 3,642,706	\$ 3,748,687	\$ 3,345,030	\$ 3,754,607	\$ 3,308,073	\$ 3,152,514	\$ 3,180,845	\$ 3,388,384	\$ 3,815,887	\$ 3,581,457	\$ 3,385,570	\$ 3,073,351	\$ 3,125,037
# of Inactive Accounts Written Off	51	66	36	79	63	66	44	32	65	55	80	77	52
Amount Written Off for Bad Debt	\$ 26,591	\$ 28,927	\$ 23,802	\$ 139,944	\$ 28,088	\$ 32,798	\$ 27,469	\$ 16,089	\$ 27,987	\$ 36,511	\$ 46,845	\$ 42,805	\$ 26,793
Utility Bad Debt Collected	\$ 2,747	\$ 29,901	\$ 5,256	\$ 8,195	\$ 3,927	\$ 2,623	\$ 5,899	\$ 4,657	\$ 6,151	\$ 6,920	\$ 12,828	\$ 5,398	\$ 4,726
<b>Extensions</b>													
<b>Utilities</b>													
Extensions Requested	650	796	639	704	711	648	655	682	535	627	761	583	662
Extensions Pending	299	300	241	230	304	242	204	219	197	291	259	193	286
Extensions Defaulted	32	35	41	47	38	28	21	25	31	25	48	30	31
Extensions Paid per Agreement	650	702	587	730	611	583	649	635	598	569	647	646	638
Percentage of Extensions Paid	100%	95%	93%	94%	94%	96%	97%	96%	95%	96%	93%	96%	95%
<b>Accounting</b>													
<b>Payroll &amp; Benefits</b>													
Payroll Checks issued	209	51	58	49	91	81	62	63	61	70	70	223	64
Direct Deposit Advices	664	440	438	439	447	657	436	427	431	415	409	614	414
<b>General Ledger</b>													
Accounts Payable Checks Issued	271	321	272	328	293	293	390	280	294	289	258	320	313
Accounts Payable Invoices Entered	446	376	361	394	378	341	387	447	428	420	232	366	449
Journal Entries Processed	115	127	133	144	132	152	145	170	158	163	166	180	150
Miscellaneous Receipts	358	445	204	250	280	250	262	266	280	264	239	261	279
Utility Deposit Refunds Processed	33	20	45	34	30	31	50	40	32	18	29	29	34
Local Option Sales Tax	\$ 192,250	\$ 160,620	\$ 171,248	\$ 177,065	\$ 158,473	\$ 160,093	\$ 154,337	\$ 165,606	\$ 137,428	\$ 147,572	\$ 170,725	\$ 147,431	\$ 143,745
Special Local Option Sales Tax - 2013	170,323	142,399	151,722	156,902	140,435	142,413	136,668	146,419	121,511	130,814	151,216	130,901	127,396
<b>Personnel</b>													



Payroll & Benefits													
Budgeted Positions	244	244	244	242	242	242	242	241	241	241	241	228	228
Filled Positions	228	229	229	227	227	233	233	231	228	227	226	217	216
Vacancies	16	15	15	15	15	9	9	10	14	14	15	11	12
Unfunded Positions	33	33	33	33	33	33	33	33	33	33	33	32	32
Clinic Appointment Capacity	144	162	126	160	160	160	292	250	340	232	171	120	160
Clinic Ancillary Visits	16	53	30	42	37	34	140	98	168	100	47	10	26
Clinic Utilization Percentage	76%	93%	98%	97%	99%	84%	102%	107%	119%	105%	103%	82%	88%
Clinic No Shows	10	7	16	32	17	22	23	14	30	10	14	5	9
Clinic Utilization2	83	91	78	81	105	79	135	155	206	134	115	83	106



**To:** Finance Committee, City Council  
**From:** Chris Bailey, Director of Central Services  
**Department:** Finance  
**Date:** 01/02/2019  
**Subject:** Customer Service & Drive Thru Renovation

**Budget Account/Project Name: Capital Improvement Program (CIP)**

**Funding Source: Capital Improvement Program (CIP)**

**Budget Allocation:** \$225,000.00

**Budget Available:** \$225,000.00

**Requested Expense:** \$150,000.00

**Company of Purchase:** Sizemore Group (Garland/DBS)

**Description:**

This request and project will follow the same process as the Police Station design and build, as it will request the company of design and engineering, to then be followed by bidding of construction, and finished with the actual construction. The Sizemore Group will provide the design and engineering and serve as General Contractor (GC) over the project. All phases are not to exceed \$150,000 with the remainder being used for carpeting, additional office space, and painting to be a separate aspect of the overall Customer Service renovation, and expand into other areas which will seek approval at that time. This request is for the approval of Sizemore Group as the engineering and design firm, and to then serve as the GC and bid construction phases for the drive thru and customer service areas associated. This project is operationally critical based on the inoperable equipment and functions of the current system.

**Background:**

The City of Monroe will always seek to expand and renovate buildings and systems to become more customer friendly and employee efficient. This renovation will provide for new systems and equipment that will replace current inoperable equipment in the customer service area.

**Attachment(s):**

N/A

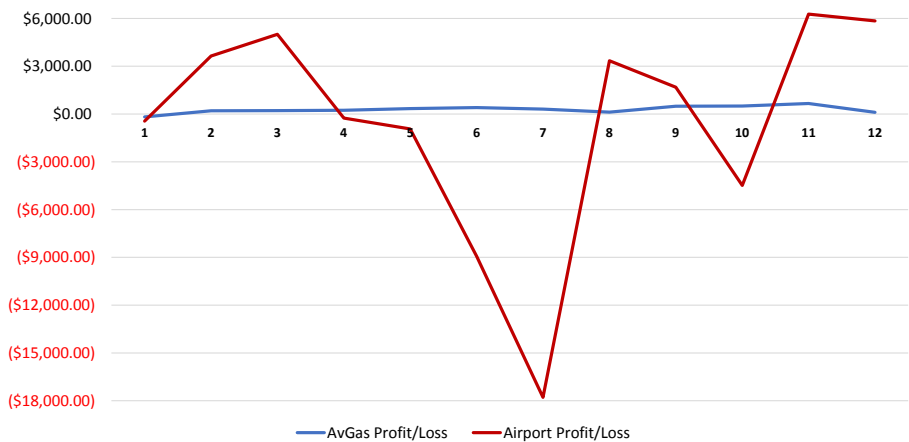
# AIRPORT

## MONTHLY REPORT

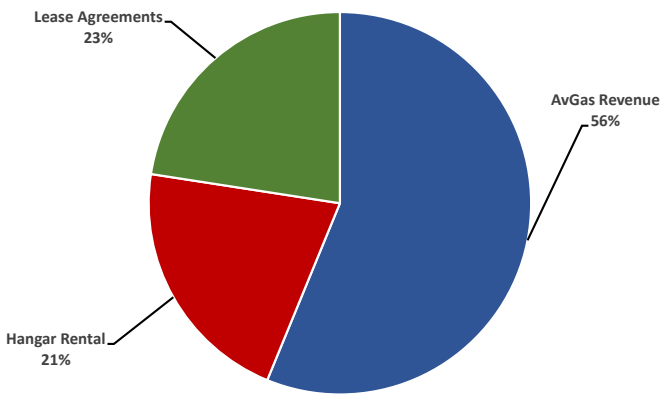
### JANUARY 2019

	2018 January	2018 February	2018 March	2018 April	2018 May	2018 June	2018 July	2018 August	2018 September	2018 October	2018 November	2018 December	2017 December	Monthly Average	Yearly Totals
<b>100LL AVGAS</b>															
100LL AvGas Sale Price	\$3.83	\$3.99	\$3.99	\$3.99	\$4.19	\$4.19	\$4.19	\$4.22	\$4.39	\$4.39	\$4.39	\$4.39	\$3.79	\$4.15	
Transactions	92	75	98	101	99	104	94	92	105	103	74	39	98	90	1174
Gallons Sold	3,073.1	2,328.6	2,380.2	2,646.3	2,442.7	2,783.4	2,563.8	2,395.3	2,376.7	2,396.6	1,930.9	711.6	3,305.7	2,410.4	31,334.9
AvGas Revenue	\$11,771.97	\$9,290.99	\$9,497.04	\$10,558.66	\$10,229.30	\$11,662.38	\$10,742.50	\$10,103.22	\$10,433.73	\$10,520.95	\$8,476.65	\$3,123.97	\$12,528.50	\$9,918.45	\$128,939.86
AvGas Profit/Loss	(\$180.12)	\$205.05	\$209.93	\$235.07	\$344.61	\$400.84	\$315.18	\$115.89	\$495.02	\$506.79	\$662.19	\$106.04	\$140.80	\$273.64	\$3,557.29
<b>GENERAL REVENUE/EXPENSE</b>															
Hangar Rental	\$3,360.00	\$3,360.00	\$3,360.00	\$3,360.00	\$3,360.00	\$3,360.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$3,360.00	\$3,747.69	\$48,720.00
Lease Agreements	\$3,015.07	\$4,065.07	\$4,065.07	\$4,065.07	\$4,065.07	\$4,065.07	\$4,065.07	\$4,065.07	\$4,065.07	\$4,065.07	\$4,065.07	\$4,065.07	\$4,015.07	\$3,980.45	\$51,745.91
Grounds Maintenance	\$360.00	\$360.00	\$360.00	\$5,750.00	\$6,122.46	\$360.00	\$360.00	\$360.00	\$2,580.00	\$360.00	\$360.00	\$360.00	\$360.00	\$1,388.65	\$18,052.46
Buildings Maintenance	\$956.18	\$300.00	\$300.00	\$300.00	\$710.00	\$14,525.00	\$15,854.99	\$1,163.19	\$960.49	\$445.49	\$300.00	\$0.00	\$300.00	\$2,778.10	\$36,115.34
Equipment Maintenance	\$600.00	\$599.69	\$215.92	\$115.92	\$115.92	\$115.92	\$5,424.92	\$1,764.62	\$1,784.67	\$10,691.55	\$115.92	\$115.92	\$100.00	\$1,673.92	\$21,760.97
Airport Profit/Loss	(\$448.23)	\$3,643.48	\$5,007.08	(\$257.77)	(\$930.70)	(\$8,927.01)	(\$17,786.65)	\$3,341.15	\$1,682.93	(\$4,477.18)	\$6,274.02	\$5,843.20	\$4,143.87	(\$222.45)	(\$2,891.81)

**AvGas & Airport Profit/Loss**



**Airport Revenue Sources**



# PROJECTS & UPDATES

## Monroe – Walton County Airport (D73)

### December Fuel Sales

\$4.39	<b>Average Price</b>
39	<b>Transactions</b>
711.6	<b>Gallons Sold</b>
\$3,123.97	<b>Fuel Revenue</b>
\$106.04	<b>Fuel Profit/Loss</b>
\$5,843.20	<b>Airport Profit/Loss</b>

### EAST & WEST APRON PROJECTS

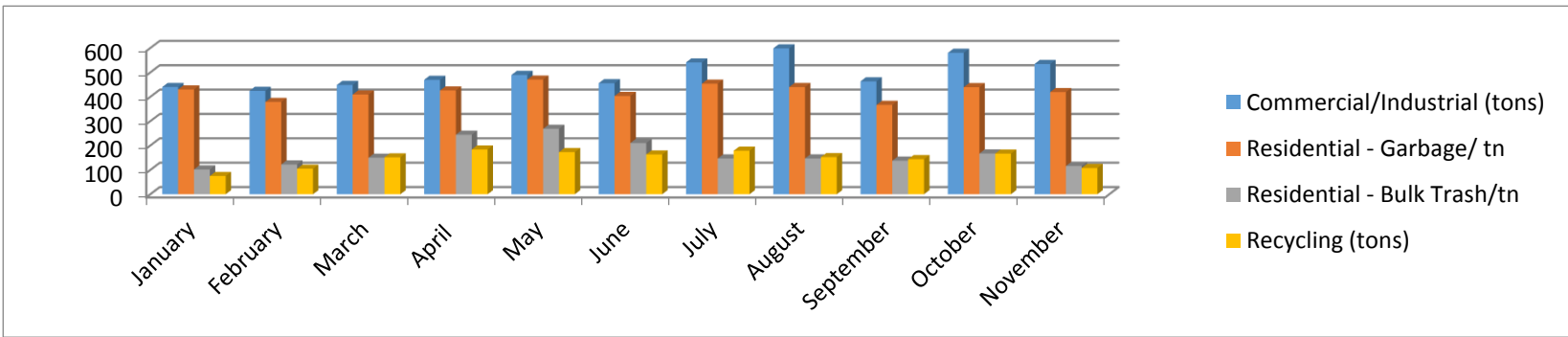
The East Apron project is nearing completion, as it began on November 15<sup>th</sup>. The project has remaining the final asphalt top for the area, lowering of the manhole cover, and insertion of tie-downs. Upon completion of the East Apron project, the West Apron/Taxiway project will begin and should be completed within an approximate 60-day timeline.



**SOLID WASTE  
DEPARTMENT  
MONTHLY REPORT  
JANUARY  
2019**

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2018	January	February	March	April	May	June	July	August	September	October	November
Commercial/Industrial (tons)	440.19	424.27	448.42	469.34	489.63	455.74	540.8	598.48	463.34	580.35	534.56
Residential - Garbage/ tn	429.92	378.95	409.25	425.9	470.54	403.52	453.81	440.1	366.75	439.31	419.32
Residential - Bulk Trash/tn	101.83	122.38	150.02	244.37	268.81	210.24	146.82	147.1	137.86	167.52	115.95
Recycling (tons)	75.00	104.98	151.43	183.75	172.92	163.39	178.72	152.45	144.02	166.88	107.52
Transfer Station (tons)	4,861.42	5,156.39	5,336.50	5,576.98	6,064.64	5,786.64	5,998.48	6,404.41	4,921.46	6,065.18	5,772.90
Customers (TS)	15	15	14	15	15	14	15	14	14	15	15
Sweeper debris (tons)	0.7	1.77	0.35	1.29	3.74	6.8	2.45	7.33	13.99	15.6	7.03
Storm drain debris (tons)	0.3	9.06	8.67		0.10		0.75	0.75			0.5
	January	February	March	April	May	June	July	August	September	October	November
Recycling - Yard Trim (tons)	43.62	70.4	96.7	123.96	126.2	131.24	141.86	108.91	111.57	129.42	72.47
Recycling - Curbside (tons)	17.76	18.87	20.13	18.87	21.42	13.4	16.33	14.98	14.34	15.58	15.79
Recycling - Cardboard (tons)	10.73	12.14	12.83	11.68	15.9	13.46	14.01	19.24	12.43	16.38	12.85
Recycling - Scrap Metal (tons)			18	21.24	2.94	1.6	6.52	7.63			
Recycling - Scrap tires (tons)	140 (2.89)	173 (3.57)	183(3.77)	388 (8)	313 (6.46)	179 (3.69)	113 (2.33)	82 (1.69)	63 (1.29)	267 (5.50)	108 (2.23)
Recycling - C & D (tons)									4.39		4.18
Garbage carts (each)	31	62	44	52	37	31	62	92	38	66	58
Recycling bins (each)	13	17	10	18	15	17	26	18	14	33	12
Dumpsters (each)	1	6	1	3		2	2	1	1	5	1
Lids (each)								1			
Cemetery Permits	1	8	9	4	9	1	4	7	2	12	7



**Note:**  
**1,069.83 tons of trash /garbage collected and disposed.**  
**107.52 tons of recycled materials collected, including scrap tires.**

ITEMS OF INTEREST

## I. Transfer Station Site Improvements - Update on the projects.

***NOTE: Effective March 28, 2018, EPD "Rules for Solid Waste Management" has been amended to require all MSW permitted facilities in Georgia, to be reviewed every 5 years.***

***Update: New Guidance Document was released in October 2018 for Collection and Transfer Station permits. The document explains the requirements and preparation for the review process. We're in wave #2 based on the age of the facility. Our permit review date scheduled November 1, 2020. Our application filing date: 5/1/2020 (Early filing date: 5/1/2019) Note: Late filing will result in the suspension of the operation, until application is complete!***

Project List:

- Drainage: Re-direct surface water into our water treatment system. ***Pending, per Streets & Transportation.***
- Repair/Resurface concrete tipping floor. ***Pending! 2019 SW-CIP***
- Welding Service: ***Pending! Install Steel on upper wall and weld all joints, inside the building. Project to be outsourced. Cost estimate: \$8,290.00 for material & labor.***  
***Update: Work scheduled for completion the week of December 17, 2018***

Dps



**STREETS AND  
TRANSPORTATION  
DEPARTMENT  
MONTHLY REPORT  
JANUARY  
2019**

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## Public Works Administration

November 2018

\* The Public Works Office received 533 calls during this period.

\*The Public Works Office issued 73 work orders of which 66 were completed.

\*Community Building rented out nine times (small – three, large – three, auditorium –twice and whole building - once).

### Fleet Maintenance Division

\*Repaired/Service vehicles or equipment for the following departments:

Department	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Airport			1										1
City Hall													0
Code		1				1		1					3
Electric/Cable	7	3	6	3	1	5	8	11	6	6	1		57
Finance													0
Fire	3	3	7	6	3	6	5	3	5	5	3		49
Gas/Water/Sewer	6	6	3	6	6	4	5	1	5	7	7		56
GUTA													0
Meter Readers		4	2		5	1		4	1	5	2		24
Motor Pool													0
Police	9	23	18	24	23	19	18	14	11	22	25		206
Public Works	37	35	39	38	42	41	38	44	22	46	20		402
TOTAL	62	75	76	77	80	77	74	78	50	91	58	0	798

### Grounds Division

\*Landscaping work at City Facilities, Power Stations, and Water Pump Stations.

### Street Division

\*The right of way crew picked up litter and mowed. Crews have also completed road repairs and asphalt patching on various streets. Crews also cleaned storm water grates and assisted with the Holiday light display in Childers Park. Crews have also started picking up leaves.

### Sign & Marking Division

- General maintenance:

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Signs repaired	3	4	1	4	5	6	12	7	5	6	6		59
Signs replaced		6	1	4	4	13	4	11	16	9	23		91
Sign post replaced/installed	2	5	9	7	2	9		11	13	1	10		69
New signs	23	15	12	10	17	15	10	22	21	21	17		183
Signs cleaned	6	5	8	9	12	8	9	10	7	11			85
Signs installed (new)	2	6	10	4	2	4			10	1	4		43
City emblems installed		4		2				6		6	2		20
In-lane pedestrian signs	2		1								1		4
Banners	3	4	3	4	4	4	5	5	7	6	4		49
Compaction Test		1		4		2		4	1		1		13
Traffic Studies		1	4	11	14			3	3	7	1		44
Parking Lot Striped													0
Speed hump installed		1	1			2			2	1	2		9
Crosswalk installed													0
Stop bars installed						4				2	5		11
<b>TOTAL</b>	<b>41</b>	<b>52</b>	<b>50</b>	<b>59</b>	<b>60</b>	<b>67</b>	<b>40</b>	<b>79</b>	<b>85</b>	<b>71</b>	<b>76</b>	<b>0</b>	<b>680</b>

### Building Maintenance Division

- Work orders were issued for repair work and completed at the following locations:

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Airport	1	4	1	5	3	8	5		5	5	4		41
Art Guild		4	1	3	2	2	2	4	1	3	4		26
City Hall	6	11	10	13	5	8	7	8	6	9	4		87
Comm. Building	11	11	6	12	13	13	9	5	14	16	14		124
DDA	2	3											5
Fire		1	2			2	2	1		3	2		13
Library	4	2	2	5	6	8	3	1	2	1	3		37
Old City Hall	4	5	1	5			1	2	2	1			21
Playhouse	1	2	2		3	2	1	1		3			15
Police	3	8	3	5	2	2	10	2	4	3	5		47
Public Works	22	22	14	23	23	14	18	17	16	18	10		197
Transfer Station		1	1		1	1	1	4	1	1	1		12
Utilities	7	10	2		4	4	2	2		3	2		36
Downtown			3	1	6	3	3	2	6	3	2		29
<b>TOTAL</b>	<b>61</b>	<b>84</b>	<b>48</b>	<b>72</b>	<b>68</b>	<b>67</b>	<b>64</b>	<b>49</b>	<b>57</b>	<b>69</b>	<b>51</b>	<b>0</b>	<b>690</b>



**ELECTRIC & TELECOM  
DEPARTMENT  
MONTHLY REPORT**

**JANUARY  
2019**

## Items of Interest

### Electric

1. Spring Street trees delivered.
2. Construction started at Stone Creek
3. Design for Electric and Telecom Distribution on 2<sup>nd</sup> Street to accommodate new development started.

### Telecom

1. First phase of new CMTS install complete.
2. Second CMTS delivered.

# MONTHLY DIRECTOR'S REPORT

REPORTING PERIOD: 11/2018 | FY 2018



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SALES STATISTICS	4
POWER SUPPLY	5
DETAIL REVENUES	6
DETAIL EXPENSES	7-8

# CITY OF MONROE: ELECTRIC FUND OVERVIEW

	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	FY 2018	AS BUDGET	FY 2017
<b>REVENUES</b>	<b>\$ 1.487M</b>	<b>\$ 1.641M</b>	<b>\$ 1.543M</b>	<b>\$ 1.431M</b>	<b>\$ 1.501M</b>	<b>\$ 1.891M</b>	<b>\$ 2.027M</b>	<b>\$ 1.933M</b>	<b>\$ 2.080M</b>	<b>\$ 0.661M</b>	<b>\$ 1.790M</b>		<b>\$ 17.985M</b>	<b>\$ 17.669M</b>	<b>\$ 17.976M</b>
PERSONNEL COSTS	\$ 0.112M	\$ 0.094M	\$ 0.124M	\$ 0.123M	\$ 0.112M	\$ 0.151M	\$ 0.124M	\$ 0.122M	\$ 0.112M	\$ (0.163M)	\$ 0.180M		\$ 1.091M	\$ 1.094M	\$ 1.164M
CONTRACTED SVC	\$ 0.033M	\$ 0.047M	\$ 0.065M	\$ 0.062M	\$ 0.046M	\$ 0.055M	\$ 0.061M	\$ 0.055M	\$ 0.023M	\$ 0.077M	\$ 0.019M		\$ 0.544M	\$ 0.424M	\$ 0.397M
SUPPLIES	\$ 1.004M	\$ 1.617M	\$ 1.131M	\$ 1.183M	\$ 1.006M	\$ 1.188M	\$ 1.200M	\$ 1.236M	\$ 0.219M	\$ 1.259M	\$ 1.110M		\$ 12.154M	\$ 11.701M	\$ 11.669M
CAPITAL OUTLAY	\$ 0.029M	\$ 0.011M	\$ 0.074M	\$ 0.079M	\$ 0.101M	\$ -	\$ -	\$ -	\$ 0.022M	\$ 0.025M	\$ 0.033M		\$ 0.375M	\$ -	\$ 0.218M
FUND TRANSFERS	\$ 0.104M	\$ 0.211M	\$ 0.237M	\$ 0.219M	\$ 0.208M	\$ 0.286M	\$ 0.245M	\$ 0.560M	\$ 0.239M	\$ (0.106M)	\$ 0.106M		\$ 2.309M	\$ 1.952M	\$ 2.058M
DEPRECIATION	\$ 0.024M	\$ 0.024M	\$ 0.024M	\$ 0.024M	\$ 0.024M	\$ 0.024M	\$ 0.024M	\$ 0.024M	\$ 0.024M	\$ 0.024M	\$ 0.024M		\$ 0.264M	\$ 0.242M	\$ 0.264M
<b>EXPENSES</b>	<b>\$ 1.306M</b>	<b>\$ 2.004M</b>	<b>\$ 1.656M</b>	<b>\$ 1.691M</b>	<b>\$ 1.498M</b>	<b>\$ 1.704M</b>	<b>\$ 1.654M</b>	<b>\$ 1.996M</b>	<b>\$ 0.639M</b>	<b>\$ 1.118M</b>	<b>\$ 1.473M</b>		<b>\$ 16.738M</b>	<b>\$ 15.413M</b>	<b>\$ 15.771M</b>
<b>MARGIN</b>	<b>\$ 0.181M</b>	<b>\$ (0.364M)</b>	<b>\$ (0.112M)</b>	<b>\$ (0.260M)</b>	<b>\$ 0.004M</b>	<b>\$ 0.187M</b>	<b>\$ 0.373M</b>	<b>\$ (0.063M)</b>	<b>\$ 1.442M</b>	<b>\$ (0.456M)</b>	<b>\$ 0.318M</b>	<b>\$ -</b>	<b>\$ 1.247M</b>	<b>\$ 2.257M</b>	<b>\$ 2.205M</b>
MCT CREDIT/YES	\$ 0.075M	\$ 0.387M	\$ 0.180M	\$ 0.175M	\$ 0.175M	\$ 0.618M	\$ 0.175M	\$ 0.175M	\$ 0.175M	\$ 0.145M	\$ 0.175M	\$ -	\$ 2.456M	\$ (0.260M)	\$ (0.382M)

\* MCT Credit is excluded from margin as it typically has restricted use.

\* Year End Settlement excluded due to fluctuations year to year

12-MO  
PURCHASED  
KWH'S



12-MO  
RETAIL  
KWH'S

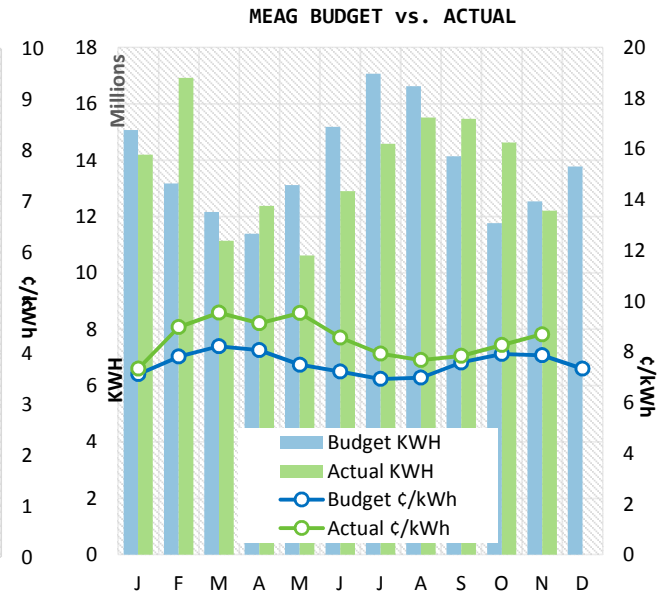
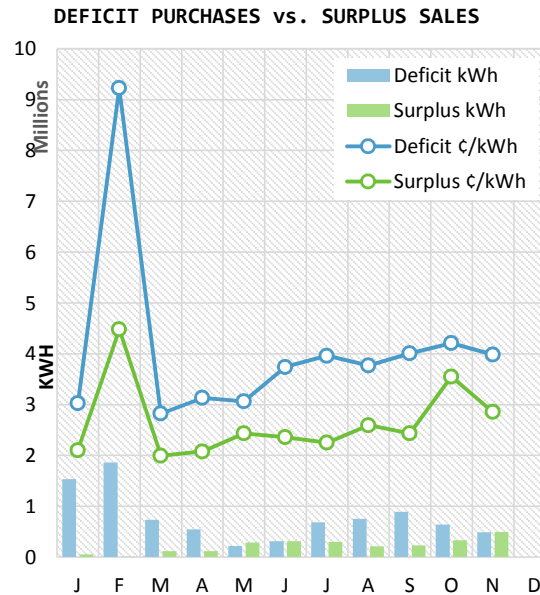
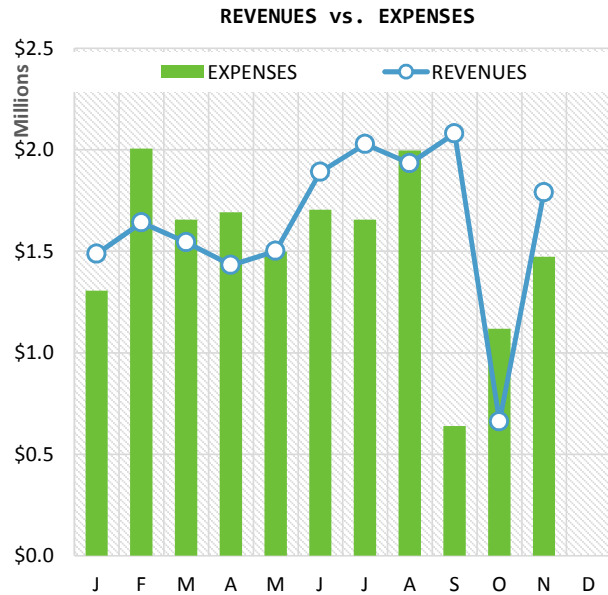


12-MO LINE  
LOSS

3.46%

12-MO  
WHOLESALE  
¢/kWh

8.426



# RETAIL SALES REPORT

[Jan 2018](#)  
 [Feb 2018](#)  
 [Mar 2018](#)  
 [Apr 2018](#)  
 [May 2018](#)  
 [Jun 2018](#)  
 [Jul 2018](#)  
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 [Dec 2018](#)

## CUSTOMER COUNT

Residential	5,457	5,408	5,400	5,419	5,410	5,446	5,406	5,445	5,434	5,447	5,396
Commercial	856	863	856	852	857	853	849	857	868	877	868
Industrial	1	1	1	1	1	1	1	1	1	1	1
City	33	38	40	42	43	40	41	40	40	39	42
<b>Total</b>	<b>6,347</b>	<b>6,310</b>	<b>6,297</b>	<b>6,314</b>	<b>6,311</b>	<b>6,340</b>	<b>6,297</b>	<b>6,343</b>	<b>6,343</b>	<b>6,364</b>	<b>6,307</b>

Year-Over-Year Δ      1.68%      0.81%      0.62%      -2.49%      -0.30%      0.78%      0.29%      0.60%      1.31%      1.22%      1.45%

## KWH

Residential	6.984M	8.503M	6.680M	5.334M	4.838M	4.958M	6.121M	6.719M	6.721M	6.433M	5.154M
Commercial	4.908M	5.443M	4.935M	4.710M	4.740M	5.209M	5.948M	6.663M	6.782M	6.432M	5.779M
Industrial	0.693M	0.816M	0.805M	0.734M	0.744M	0.739M	0.850M	0.768M	0.808M	0.795M	0.686M
City	0.391M	0.440M	0.438M	0.409M	0.432M	0.417M	0.489M	0.470M	0.495M	0.493M	0.450M
<b>Total</b>	<b>12.977M</b>	<b>15.203M</b>	<b>12.859M</b>	<b>11.186M</b>	<b>10.754M</b>	<b>11.324M</b>	<b>13.408M</b>	<b>14.619M</b>	<b>14.806M</b>	<b>14.153M</b>	<b>12.069M</b>

Year-Over-Year Δ      7.86%      25.75%      8.92%      0.81%      -1.09%      -0.84%      2.09%      -0.03%      -1.09%      6.63%      1.76%

## REVENUE

Residential	\$ 0.704M	\$ 0.847M	\$ 0.715M	\$ 0.616M	\$ 0.649M	\$ 0.641M	\$ 0.800M	\$ 0.907M	\$ 0.911M	\$ 0.890M	\$ 0.680M
Commercial	\$ 0.630M	\$ 0.631M	\$ 0.629M	\$ 0.631M	\$ 0.640M	\$ 0.659M	\$ 0.739M	\$ 0.811M	\$ 0.821M	\$ 0.805M	\$ 0.811M
Industrial	\$ 0.061M	\$ 0.059M	\$ 0.067M	\$ 0.067M	\$ 0.067M	\$ 0.063M	\$ 0.071M	\$ 0.068M	\$ 0.070M	\$ 0.069M	\$ 0.074M
Other	\$ 0.000M	\$ 0.003M	\$ 0.000M	\$ 0.001M	\$ 0.001M	\$ 0.002M	\$ 0.000M	\$ 0.001M	\$ 0.001M	\$ 0.000M	\$ 0.000M
City	\$ 0.038M	\$ 0.037M	\$ 0.042M	\$ 0.041M	\$ 0.043M	\$ 0.040M	\$ 0.047M	\$ 0.046M	\$ 0.049M	\$ 0.050M	\$ 0.052M
<b>Total</b>	<b>\$ 1.431M</b>	<b>\$ 1.577M</b>	<b>\$ 1.453M</b>	<b>\$ 1.355M</b>	<b>\$ 1.400M</b>	<b>\$ 1.405M</b>	<b>\$ 1.658M</b>	<b>\$ 1.833M</b>	<b>\$ 1.852M</b>	<b>\$ 1.814M</b>	<b>\$ 1.618M</b>

Year-Over-Year Δ      2.36%      9.13%      6.02%      4.01%      2.73%      -1.43%      3.05%      1.95%      -0.19%      11.01%      18.39%

# SALES STATISTICS

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[Feb 2018](#)
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[Jul 2018](#)
[Aug 2018](#)
[Sep 2018](#)
[Oct 2018](#)
[Nov 2018](#)
[Dec 2018](#)
[YTD](#)

## AVERAGE KWH/CUSTOMER

Residential	1,280	1,572	1,237	984	894	910	1,132	1,234	1,237	1,181	955	1,147
Commercial	5,734	6,308	5,765	5,528	5,531	6,107	7,006	7,775	7,813	7,334	6,658	6,505
Industrial	692,960	816,000	805,280	733,920	743,680	739,360	850,080	768,000	808,000	794,880	685,600	767,069
City	11,861	11,587	10,958	9,731	10,045	10,437	11,930	11,740	12,372	12,645	10,711	11,274

## AVERAGE \$/CUSTOMER

Residential	\$129	\$157	\$132	\$114	\$120	\$118	\$148	\$167	\$168	\$163	\$126	\$140
Commercial	\$735	\$731	\$735	\$740	\$747	\$772	\$871	\$946	\$946	\$918	\$934	\$825
Industrial	\$60,516	\$59,369	\$66,918	\$66,520	\$67,126	\$63,161	\$70,662	\$67,712	\$70,144	\$69,121	\$74,269	\$66,865
City	\$1,142	\$985	\$1,041	\$973	\$1,005	\$992	\$1,150	\$1,160	\$1,222	\$1,276	\$1,242	\$1,108

## AVERAGE \$/KWH

Residential	\$0.1007	\$0.0996	\$0.1070	\$0.1155	\$0.1341	\$0.1293	\$0.1308	\$0.1350	\$0.1356	\$0.1383	\$0.1320	\$0.1234
Commercial	\$0.1283	\$0.1159	\$0.1275	\$0.1339	\$0.1350	\$0.1265	\$0.1243	\$0.1217	\$0.1211	\$0.1252	\$0.1402	\$0.1272
Industrial	\$0.0873	\$0.0728	\$0.0831	\$0.0906	\$0.0903	\$0.0854	\$0.0831	\$0.0882	\$0.0868	\$0.0870	\$0.1083	\$0.0875
City	\$0.0963	\$0.0850	\$0.0950	\$0.1000	\$0.1000	\$0.0950	\$0.0964	\$0.0988	\$0.0988	\$0.1009	\$0.1160	\$0.0984
<b>Average</b>	<b>\$0.1032</b>	<b>\$0.0933</b>	<b>\$0.1032</b>	<b>\$0.1100</b>	<b>\$0.1149</b>	<b>\$0.1090</b>	<b>\$0.1086</b>	<b>\$0.1109</b>	<b>\$0.1106</b>	<b>\$0.1128</b>	<b>\$0.1241</b>	<b>\$0.1091</b>



	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	12-MONTH
<b>POWER SUPPLY COSTS</b>					
MEAG Project Power	\$ 890,107	\$ 756,887	\$ 10,073,452	\$ 8,983,619	\$ 10,862,263
Transmission	79,853	78,265	980,141	983,342	1,064,723
Supplemental	45,334	41,107	1,049,894	819,783	1,105,629
SEPA	44,082	47,039	569,489	591,223	616,068
Other Adjustments	861	792	9,399	8,651	10,190
<b>TOTAL POWER SUPPLY COSTS</b>	<b>\$ 1,060,237</b>	<b>\$ 924,089</b>	<b>\$ 12,682,375</b>	<b>\$ 11,386,618</b>	<b>\$ 13,658,874</b>
<b>AS BUDGET</b>	<b>985,156</b>	<b>985,123</b>	<b>11,418,142</b>	<b>11,452,469</b>	<b>12,439,085</b>
<b>% ACTUAL TO BUDGET</b>	<b>107.62%</b>	<b>93.80%</b>	<b>111.07%</b>	<b>99.43%</b>	<b>109.81%</b>

**PEAKS & ENERGY**

## Peaks (KW)

Coincident Peak (CP)	28,795	26,287	36,151	32,666	36,151
Non-Coincident Peak (NCP)	28,963	28,191	36,256	33,231	36,256
CP (BUDGET)	26,292	26,979	35,013	35,664	35,013
NCP (BUDGET)	26,920	27,651	35,722	36,419	35,722

## Energy (KWH)

MEAG Energy	11,333,824	11,068,342	126,508,012	121,354,034	136,791,336
Supplemental Purchases (or sales)	42,360	(2,287)	13,013,438	12,537,010	13,566,739
SEPA Energy	831,691	878,956	10,967,297	9,816,122	11,754,647
<b>Total Energy (KWH)</b>	<b>12,207,875</b>	<b>11,945,011</b>	<b>150,488,747</b>	<b>143,707,165</b>	<b>162,112,722</b>
<b>AS BUDGET</b>	<b>12,534,000</b>	<b>12,694,000</b>	<b>152,175,000</b>	<b>152,320,000</b>	<b>165,923,000</b>
<b>% ACTUAL TO BUDGET</b>	<b>97.40%</b>	<b>94.10%</b>	<b>98.89%</b>	<b>94.35%</b>	<b>97.70%</b>

CP Load Factor	58.88%	63.11%	47.52%	50.22%	51.19%
NCP Load Factor	58.54%	58.85%	47.38%	49.37%	51.04%
% Supplemental	0.35%	0.02%	8.65%	8.72%	8.37%

**UNIT COSTS (¢/kWh)**

Bulk Power	8.7897	7.7806	8.5395	7.9090	8.5279
Supplemental	107.0203	1,797.3317	8.0678	6.5389	8.1496
SEPA Energy	5.3003	5.3517	5.1926	6.0230	5.2411
MEAG Total	8.6849	7.7362	8.4275	7.9235	8.4255

Note on Supplemental Unit Cost: Unit cost is based on the aggregated hourly energy and the associated market price for which the energy was purchased or sold.

Nov 2018

Nov 2017

FY2018 YTD

FY2017 YTD

12-MONTH

## SALES REVENUES

ELECTRIC SALES	\$ 1,617,168	\$ 1,331,639	\$ 16,185,059	\$ 16,118,100	\$ 17,460,780
<b>SALES REVENUES (ACTUAL)</b>	<b>\$ 1,617,168</b>	<b>\$ 1,331,639</b>	<b>\$ 16,185,059</b>	<b>\$ 16,118,100</b>	<b>\$ 17,460,780</b>
AS BUDGET	\$ 1,510,794	\$ 1,482,917	\$ 1,510,794	\$ 1,482,917	Not Applicable
% ACTUAL TO BUDGET	107.04%	89.80%	1071.29%	1086.92%	Not Applicable

Note on Electric Sales: Detail break-down for individual rate class is shown in *ELECTRIC: RETAIL SALES* section.

## OTHER REVENUES

OP REVENUE	34,363	34,386	352,648	686,391	461,129
FEDERAL GRANT	-	-	-	-	-
MISC REVENUE	105,601	3,070	126,249	124,337	126,249
CONTRIBUTED CAPITAL	-	-	109,380	-	109,380
SALE OF FIXED ASSETS	261	-	261	-	3,771
REIMB DAMAGED PROPERTY	-	-	14,484	-	14,484
CUST ACCT FEES	-	-	-	-	-
OTHER REV	-	-	-	-	-
MEAG REBATE	-	-	443,115	705,858	443,115
ADMIN ALLOC	-	34,508	379,445	340,940	412,873
INT/INVEST INCOME	-	-	-	-	-
STATE GRANTS	-	-	-	-	-
<b>OTHER REVENUES (ACTUAL)</b>	<b>\$ 140,224</b>	<b>\$ 71,964</b>	<b>\$ 1,425,582</b>	<b>\$ 1,857,526</b>	<b>\$ 1,571,002</b>
AS BUDGET	\$ 95,512	\$ 101,297	\$ 1,050,637	\$ 1,114,263	Not Applicable
% ACTUAL TO BUDGET	146.81%	71.04%	135.69%	166.70%	Not Applicable

## TRANSFER

Transfer From CIP	32,692	-	374,614	-	374,614
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<b>TOTAL REVENUES (ACTUAL)</b>	<b>\$ 1,790,084</b>	<b>\$ 1,403,603</b>	<b>\$ 17,985,256</b>	<b>\$ 17,975,626</b>	<b>\$ 19,406,396</b>
AS BUDGET	\$ 1,606,307	\$ 1,584,213	\$ 17,669,372	\$ 17,426,347	Not Applicable
% ACTUAL TO BUDGET	111.44%	88.60%	101.79%	103.15%	Not Applicable

<b>MCT CREDIT</b>	<b>\$ 175,093</b>	<b>\$ 130,316</b>	<b>\$ 2,012,823</b>	<b>\$ 1,823,856</b>	<b>\$ 2,143,139</b>
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Note on MEAG MCI: excluded from revenues as it is a restricted account.

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	
<b>PERSONNEL</b>					
Compensation	\$ 153,190	\$ 85,583	\$ 878,169	\$ 855,275	\$ 1,014,301
Benefits	27,220	30,817	213,657	309,550	255,116
<b>PERSONNEL (ACTUAL)</b>	<b>\$ 180,410</b>	<b>\$ 116,400</b>	<b>\$ 1,091,826</b>	<b>\$ 1,164,825</b>	<b>\$ 1,269,417</b>
AS BUDGET	\$ 99,643	\$ 102,225	\$ 1,096,075	\$ 1,124,478	Not Applicable
% ACTUAL TO BUDGET	181.06%	113.87%	99.61%	103.59%	Not Applicable
<b>CONTRACTED SERVICES</b>					
Consulting	\$ -	\$ -	\$ 1,828	\$ 724	\$ 1,828
Custodial Service	-	49	-	99	99
Landfill Fees	110	-	110	-	110
Lawn & Maint	-	1,303	-	1,303	-
Holiday Event	-	-	-	-	394
Maintenance Contracts	162	302	6,762	4,340	7,274
Rents/Leases	1,092	244	8,614	6,094	23,305
Repairs & Maintenance (Outside)	-	4,791	60,862	50,519	125,865
Landfill Fees	-	-	-	-	-
Other Contract Svcs	-	14,973	-	302,189	43,357
Comm Svcs	908	604	19,947	5,935	20,571
Postage	-	459	-	459	-
Public Relations	-	200	441	200	441
Mkt Expense	-	150	30,480	4,478	30,480
Printing	-	-	-	65	-
Dues & Sub	-	-	-	-	-
Travel	275	150	3,880	150	4,892
Ga Dept Rev Fee	-	-	800	900	800
Fees	-	-	236	-	464
Training & Ed	-	716	8,922	7,867	8,922
Contract Labor	16,730	11,300	400,455	11,300	400,455
Shipping/Freight	-	-	208	-	208
<b>CONTRACTED SERVICES (ACTUAL)</b>	<b>\$ 19,277</b>	<b>\$ 35,243</b>	<b>\$ 543,546</b>	<b>\$ 396,620</b>	<b>\$ 669,464</b>
AS BUDGET	\$ 38,367	\$ 29,625	\$ 422,033	\$ 325,875	Not Applicable
% ACTUAL TO BUDGET	50.24%	118.96%	128.79%	121.71%	Not Applicable

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	
<b>SUPPLIES</b>					
Office Supplies	-	128	4,188	8,727	4,188
Postage	-	-	-	318	-
Auto Parts	166	-	3,806	-	3,806
Damage Claims	-	-	1,127	-	1,127
Tires	1,247	-	2,691	-	2,691
Uniform Expense	467	-	12,771	-	12,771
Janitorial	-	-	1,713	78	2,026
Computer Equipment	146	-	275	-	275
Parks & Grounds R & M Inside	-	-	7,898	-	7,898
Util Costs - Util Fund	782	536	9,982	6,371	10,930
Auto & Truck Fuel	3,613	1,960	21,307	19,299	22,658
Food	52	92	2,316	92	2,372
Sm Tool & Min Equip	62	18,386	28,271	57,408	30,638
Lab Supplies	-	-	-	157	-
Sm Oper Supplies	3,053	1,768	34,423	34,058	37,440
Construction Material	-	1,197	-	1,197	-
Tires	-	1,748	-	1,748	1,748
Uniform Exp	-	-	-	10,407	-
Power Costs	1,085,330	979,405	11,904,051	11,376,389	12,935,866
Repairs & Maintenance (Inside)	14,886	13,421	119,624	136,125	217,313
Amr Proj Exp	-	-	-	3,265	-
Equip Pur (<\$5M)	-	-	-	4,840	-
Dam Claims	-	-	-	4,041	-
Misc	-	-	-	4,435	-
<b>SUPPLIES (ACTUAL)</b>	<b>\$ 1,109,803</b>	<b>\$ 1,018,643</b>	<b>\$ 12,154,442</b>	<b>\$ 11,668,955</b>	<b>\$ 13,293,748</b>
AS BUDGET	\$ 1,063,717	\$ 1,053,670	\$ 11,700,889	\$ 11,590,374	Not Applicable
% ACTUAL TO BUDGET	104.33%	96.68%	103.88%	100.68%	Not Applicable
<b>CAPITAL OUTLAY</b>					
Construction In Progress	\$ 8,195	\$ 18,155	\$ 221,544	\$ 61,083	\$ 247,060
Capital Expenditures	\$ 24,497	\$ -	\$ 153,071	\$ 157,242	\$ 95,025
Depr Exp	\$ 24,006	\$ 24,006	\$ 264,062	\$ 264,062	\$ 288,068
<b>CAPITAL OUTLAY (ACTUAL)</b>	<b>\$ 56,698</b>	<b>\$ 42,161</b>	<b>\$ 638,676</b>	<b>\$ 482,387</b>	<b>\$ 630,153</b>
AS BUDGET	\$ -	\$ -	\$ -	\$ -	Not Applicable
% ACTUAL TO BUDGET	0.00%	0.00%	0.00%	0.00%	Not Applicable
<b>FUND TRANSFERS</b>					
Admin Alloc - Adm Exp	\$ -	\$ 128,161	\$ 1,387,680	\$ 1,332,604	\$ 1,560,962
Transfer To Gf	106,370	78,432	921,711	725,652	986,943
<b>FUND TRANSFERS (ACTUAL)</b>	<b>\$ 106,370</b>	<b>\$ 206,594</b>	<b>\$ 2,309,391</b>	<b>\$ 2,058,256</b>	<b>\$ 2,547,905</b>
AS BUDGET	\$ 177,434	\$ 155,375	\$ 1,951,774	\$ 1,709,125	Not Applicable
% ACTUAL TO BUDGET	59.95%	132.96%	118.32%	120.43%	Not Applicable
<b>TOTAL EXPENSES (ACTUAL)</b>	<b>\$ 1,472,558</b>	<b>\$ 1,419,040</b>	<b>\$ 16,737,882</b>	<b>\$ 15,771,043</b>	<b>\$ 18,410,686</b>
AS BUDGET	\$ 1,379,161	\$ 1,340,896	\$ 15,170,771	\$ 14,749,851	Not Applicable
% ACTUAL TO BUDGET	106.77%	105.83%	110.33%	106.92%	Not Applicable

# MONTHLY DIRECTOR'S REPORT

REPORTING PERIOD: 11/2018 | FY 2018



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COMMENTARY & ANALYSIS

The net operating margin after transfers, FY to date was -11.83%

RECOMMENDATIONS

- \*
- \*
- \*
- \*

MOST RECENT  
12-MONTH

Nov 2018      Nov 2017      FY2018 YTD      FY2017 YTD

FINANCIALS

Revenues

RETAIL SALES	\$ 433,763	\$ 419,011	\$ 4,815,347	\$ 4,603,673	\$ 5,234,539
OTHER REVENUES	31,764	30,399	664,509	376,753	696,034
ADJUSTMENTS	12,340	11,790	(477,198)	27,289	(463,846)
<b>Total Revenues</b>	<b>\$ 477,867</b>	<b>\$ 461,200</b>	<b>\$ 5,002,658</b>	<b>\$ 5,007,716</b>	<b>\$ 5,466,727</b>

Expenses

PERSONNEL	\$ 72,731	\$ 45,367	\$ 485,488	\$ 496,882	\$ 559,955
PURCHASED & CONTRACTED SVC	4,647	4,829	62,767	24,922	65,754
PURCHASED PROPERTY SERVICES	4,420	22,251	103,167	252,784	137,698
SUPPLIES	8,778	16,523	270,658	119,030	274,240
COST OF GOODS SOLD	59,002	120,983	3,344,271	3,041,098	3,642,844
DEPR, DEBT SVC & OTHER COSTS	25,043	57,480	1,069,154	771,448	1,162,768
FUND TRANSFERS	26,182	21,265	259,058	210,592	280,096
<b>Total Combined Expenses</b>	<b>\$ 200,804</b>	<b>\$ 288,697</b>	<b>\$ 5,594,562</b>	<b>\$ 4,916,756</b>	<b>\$ 6,123,355</b>

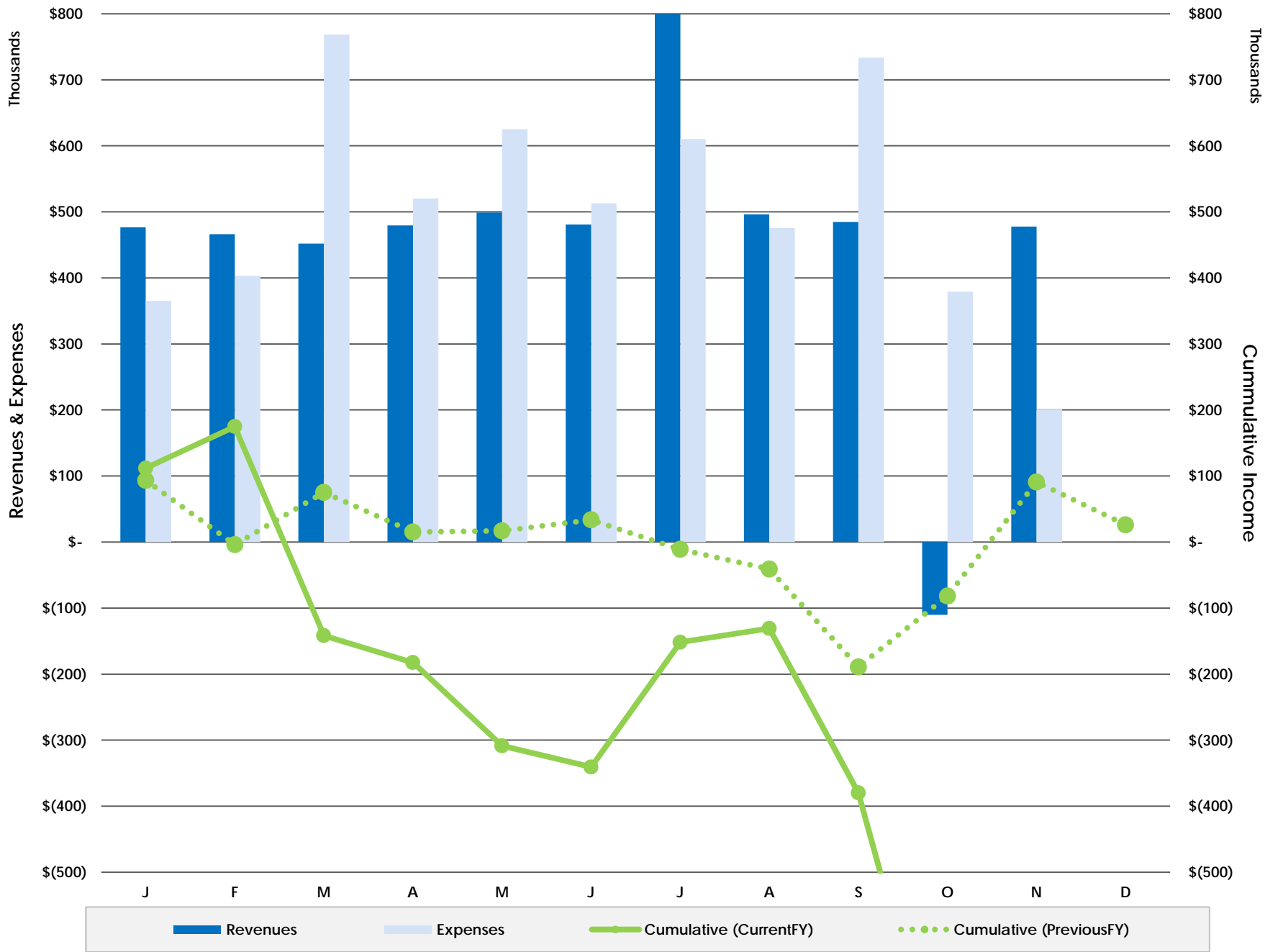
Income

Before Transfer	\$ 303,246	\$ 193,768	\$ (332,847)	\$ 301,552	\$ (376,532)
After Transfer	\$ 277,063	\$ 172,503	\$ (591,904)	\$ 90,960	\$ (656,629)

Margin

Before Transfer	63.46%	42.01%	-6.65%	6.02%	-6.89%
After Transfer	57.98%	37.40%	-11.83%	1.82%	-12.01%

CHART 1  
 MONTHLY DIRECTOR'S REPORT  
 REVENUE, EXPENSE & INCOME SUMMARY  
 FISCAL YEAR 2018





MOST RECENT  
12-MONTH

Nov 2018

Nov 2017

FY2018 YTD

FY2017 YTD

## RETAIL SALES

Note on Telecom Sales: Detail break-down for individual rate class is shown in *TELECOM: RETAIL SALES* section.

CABLE TELEVISION	\$	192,784	\$	198,549	\$	2,172,746	\$	2,232,350	\$	2,369,661
DVR SERVICE		16,622		15,627		176,790		163,930		192,662
FIBER OPTICS		42,627		39,984		509,000		439,671		549,334
INTERNET		160,469		143,391		1,715,172		1,523,502		1,859,183
TELEPHONE		18,100		18,580		205,049		210,645		223,907
SET TOP BOX		3,160		2,880		36,590		33,575		39,791
<b>Total RETAIL SALES (ACTUAL)</b>	<b>\$</b>	<b>433,763</b>	<b>\$</b>	<b>419,011</b>	<b>\$</b>	<b>4,815,347</b>	<b>\$</b>	<b>4,603,673</b>	<b>\$</b>	<b>5,234,539</b>

## OTHER REVENUES

CATV INSTALL/UPGRADE	\$	2,217	\$	1,925	\$	22,883	\$	30,656	\$	26,042
MARKETPLACE ADS		-		-		25		170		25
PHONE FEES		10,433		10,187		115,223		116,249		125,526
EQUIPMENT SALES		1,850		750		25,210		12,705		26,060
MODEM RENTAL		7,324		6,592		77,338		72,040		83,948
VIDEO PRODUCTION REVENUE		-		-		-		-		-
MISCELLANEOUS		-		-		-		20,661		-
ADMIN ALLOCATION		-		10,946		68,831		124,272		79,434
CONTRIBUTED CAPITAL		-		-		-		-		-
Transfer from CIP		9,940		-		354,999		-		354,999
<b>Total OTHER REVENUES ACTUAL</b>	<b>\$</b>	<b>31,764</b>	<b>\$</b>	<b>30,399</b>	<b>\$</b>	<b>664,509</b>	<b>\$</b>	<b>376,753</b>	<b>\$</b>	<b>696,034</b>

## Adjustment

	\$	12,340	\$	11,790	\$	(477,198)	\$	27,289	\$	(463,846)
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Note: Adjustment added to match Financials

<b>TOTAL REVENUES (ACTUAL)</b>	<b>\$</b>	<b>477,867</b>	<b>\$</b>	<b>461,200</b>	<b>\$</b>	<b>5,002,658</b>	<b>\$</b>	<b>5,007,716</b>	<b>\$</b>	<b>5,466,727</b>
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MOST RECENT  
12-MONTH

SUMMARY

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	MOST RECENT 12-MONTH
Personnel	\$ 72,731	\$ 45,367	\$ 485,488	\$ 496,882	\$ 559,955
Purchased & Contracted Svc	4,647	4,829	62,767	24,922	65,754
Purchased Property Services	4,420	22,251	103,167	252,784	137,698
Supplies	8,778	16,523	270,658	119,030	274,240
Cost of Goods Sold	59,002	120,983	3,344,271	3,041,098	3,642,844
Depr, Debt Svc & Other Costs	25,043	57,480	1,069,154	771,448	1,162,768
Fund Transfers	26,182	21,265	259,058	210,592	280,096
<b>TOTAL SUMMARY (ACTUAL)</b>	<b>\$ 200,804</b>	<b>\$ 288,697</b>	<b>\$ 5,594,562</b>	<b>\$ 4,916,756</b>	<b>\$ 6,123,355</b>

TELECOM

Personnel

Salaries	\$ 59,201	\$ 31,513	\$ 364,627	\$ 354,735	\$ 420,271
Benefits	13,531	13,854	120,861	142,148	139,684
<b>Total Personnel (ACTUAL)</b>	<b>\$ 72,731</b>	<b>\$ 45,367</b>	<b>\$ 485,488</b>	<b>\$ 496,882</b>	<b>\$ 559,955</b>

Purchased & Contracted Svc

Attorney Fees	-	-	-	-	-
Audit Services	-	-	-	-	-
Professional Fees	-	-	1,120	-	1,120
Web Design	-	-	177	-	177
Consulting - Technical	2,250	4,535	24,150	20,320	26,400
Utility Protection Ctr (DIG)	-	-	-	-	-
Custodial Service	-	49	-	99	99
Lawn Care & Maintenance	-	-	-	-	-
Holiday Events	-	-	-	-	394
Security Systems	129	-	623	-	623
Equipment Rep & Maint	-	-	8,667	-	8,667
Vehicle Rep & Maint Outside	-	-	287	-	287
R&M System - Outside	2,087	-	16,108	-	16,108
R&M Buildings - Outside	-	-	425	-	425
Maintenance Contracts	162	-	7,840	-	7,840
Equipment Rents/Leases	-	244	2,912	4,503	3,156
Pole Equip. Rents/Leases	-	-	-	-	-
Equipment Rental	20	-	458	-	458
<b>Total Purchased &amp; Contracted Svc (ACTUAL)</b>	<b>\$ 4,647</b>	<b>\$ 4,829</b>	<b>\$ 62,767</b>	<b>\$ 24,922</b>	<b>\$ 65,754</b>

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	MOST RECENT 12-MONTH
<b>Purchased Property Services</b>					
Equipment Rep & Maint -Outside	-	3,374	-	5,565	-
Equipment Rental	-	23	-	219	22
Repair & Maintenance (Outside)	-	2,114	-	61,187	4,067
Repair & Maintenance (Inside)	-	11,278	-	147,727	27,693
Landfill Fees	-	-	-	-	-
Maintenance Contracts	-	302	-	4,340	581
Other Contractual Services	-	-	-	450	-
Communication Services	1,598	5,160	30,357	20,944	32,373
Postage	-	-	51	-	51
INTERNET COSTS	-	-	237	-	237
Public Relations	-	-	113	-	113
Marketing Expense	-	-	774	200	774
Utility Bill Printing Services	-	-	-	-	-
Dues & Subscriptions	-	-	-	7,411	-
Fees	-	-	3,802	-	3,954
FCC Fees	1,117	-	25,972	-	25,972
Training & Education	-	-	4,569	4,492	4,569
General Liability Insurance	-	-	-	-	-
Vehicle Tag & Title Fee	-	-	24	-	24
GA Dept Revenue Fee	-	-	250	250	250
Uniform Rental	-	-	-	-	-
Contract Labor	1,705	-	36,500	-	36,500
Fines/Late Fee	-	-	440	-	440
Shipping/Freight	-	-	77	-	77
<b>Total Purchased Property Services (ACTUAL)</b>	<b>\$ 4,420</b>	<b>\$ 22,251</b>	<b>\$ 103,167</b>	<b>\$ 252,784</b>	<b>\$ 137,698</b>

MOST RECENT  
12-MONTH

## TELECOM (Continued)

## Supplies

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	MOST RECENT 12-MONTH
Chemicals & Pesticides	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies & Expense	-	-	4,085	4,728	4,131
Postage	-	-	-	325	-
Auto Parts	132	-	11,212	-	11,212
Damage Claims	-	-	-	-	-
Tires	-	-	3,235	-	3,235
Uniform Expense	-	-	1,833	-	1,833
Janitorial Supplies	-	-	1,713	78	2,026
Computer Equipment	65	-	122	-	122
Equipment Parts	-	-	11,899	-	11,899
R&M Building - Inside	-	-	17	-	17
Equipment R&M - Inside	-	-	-	-	-
System R&M - Inside	1,638	-	65,716	-	65,716
Sys R&M - Inside/Shipping	-	-	40	-	40
Utility Costs	4,034	3,847	49,997	44,256	54,280
Mileage Reimbursement	-	-	-	-	-
Auto & Truck Fuel	2,524	1,790	22,093	17,830	24,240
Food	52	92	802	92	859
Small Tools & Minor Equipment	62	9,407	53,557	18,505	50,021
Small Operating Supplies	272	190	44,336	12,757	44,370
Construction Material	-	1,197	-	1,197	-
Uniform Expense	-	-	-	5,612	-
AMR Project Exp.	-	-	-	1,449	-
Equipment Pur (Less than \$5M)	-	-	-	12,200	238
<b>Total Supplies (ACTUAL)</b>	<b>\$ 8,778</b>	<b>\$ 16,523</b>	<b>\$ 270,658</b>	<b>\$ 119,030</b>	<b>\$ 274,240</b>

## Cost of Goods Sold

Internet Costs	-	2,000	-	46,798	-
Cost of Sales Telephone	-	-	-	379,839	-
Cost of Sales Fiber	-	-	-	88,209	-
Cost of Sales Electricity	-	-	-	-	-
Cost of Sales Telephone	5,628	49,670	337,794	149,514	376,413
Cost of Sales CATV	31,951	34,262	2,648,027	34,262	2,883,957
Cost of Sales Internet	20,051	19,315	251,127	19,315	265,819
Cost of Sales Fiber	1,372	15,736	107,322	15,736	116,655
Cost of Programming CATV	-	-	-	2,307,425	-
CATV Video Production	-	-	-	-	-
<b>Total Cost of Goods Sold (ACTUAL)</b>	<b>\$ 59,002</b>	<b>\$ 120,983</b>	<b>\$ 3,344,271</b>	<b>\$ 3,041,098</b>	<b>\$ 3,642,844</b>

MOST RECENT  
12-MONTH

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	
<b>Depr, Debt Svc &amp; Other Costs</b>					
Damage Claims	\$ -	\$ -	\$ -	\$ 7,312	\$ -
Miscellaneous	-	-	-	148	-
Utility Cashiers (Over)/Short	-	-	-	-	-
Utility Internal Admin Allocate	-	-	-	-	-
Depreciation Expense	15,103	15,103	166,129	166,129	181,232
Amortization Exp	-	-	-	-	-
Admin. Allocation - Adm Exp	-	40,653	548,027	422,702	602,991
Utility Bad Debt Expense	-	-	-	-	-
Revenue Bond Principal	-	-	-	-	-
Debt Service Interest	-	-	-	-	-
Interest Expenses (Bond)	-	-	-	-	-
Construction in Progress	9,940	1,725	309,369	175,156	332,916
Capital Exp-Software	-	-	8,845	-	8,845
Capital Exp - Equipment	-	-	36,784	-	36,784
<b>Total Depr, Debt Svc &amp; Other Costs (ACTUAL)</b>	<b>\$ 25,043</b>	<b>\$ 57,480</b>	<b>\$ 1,069,154</b>	<b>\$ 771,448</b>	<b>\$ 1,162,768</b>

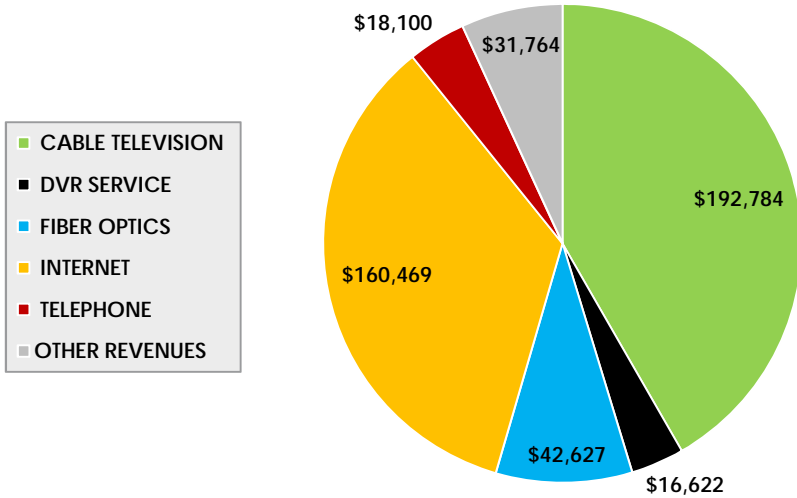
**Fund Transfers**

Transfer 5% to General Fund	26,182	21,265	259,058	210,592	280,096
<b>Total Fund Transfers (ACTUAL)</b>	<b>\$ 26,182</b>	<b>\$ 21,265</b>	<b>\$ 259,058</b>	<b>\$ 210,592</b>	<b>\$ 280,096</b>

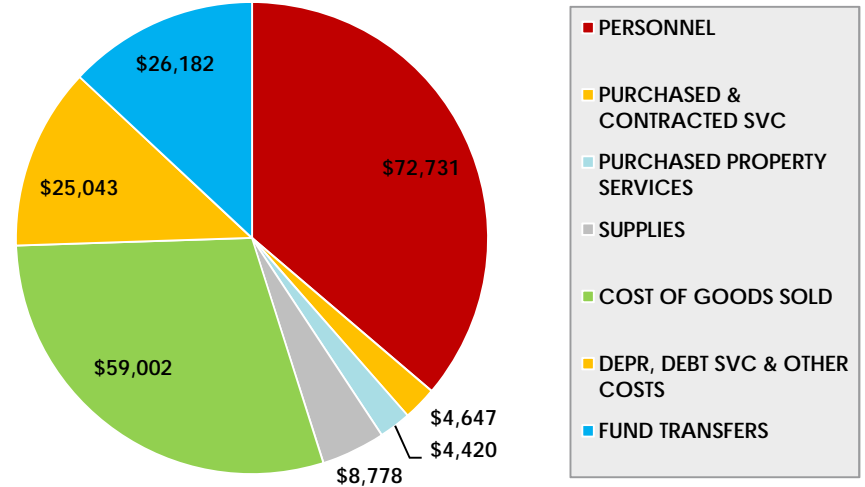
<b>TOTAL TELECOM EXPENSES (ACTUAL)</b>	<b>\$ 200,804</b>	<b>\$ 288,697</b>	<b>\$ 5,594,562</b>	<b>\$ 4,916,756</b>	<b>\$ 6,123,355</b>
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CHART 5  
MONTHLY DIRECTOR'S REPORT  
REVENUES & EXPENSES

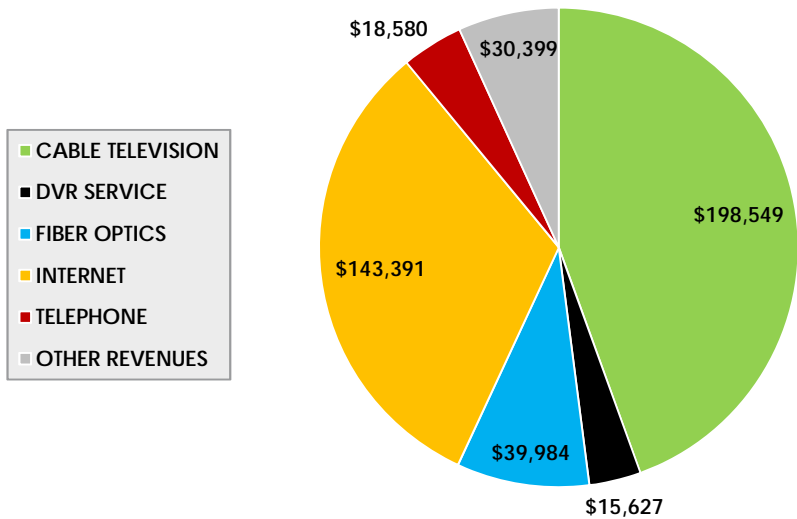
REVENUES [Nov 2018]



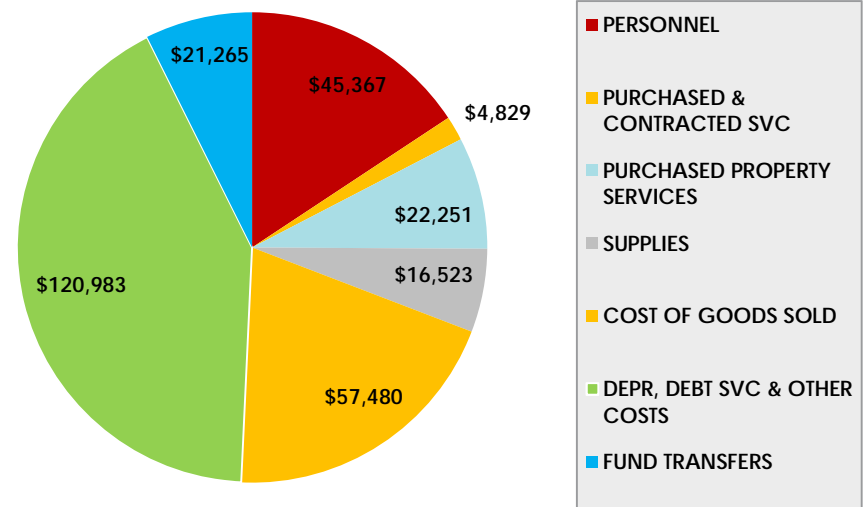
EXPENSES [Nov 2018]



REVENUES [Nov 2017]



EXPENSES [Nov 2017]



MOST RECENT  
12-MONTH

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	MOST RECENT 12-MONTH
<b>BASIC &amp; EXPANDED BASIC</b>					
Number of Bills	3,325	3,424	37,495	38,516	40,890
Revenue (\$)	\$ 186,709	\$ 192,160	\$ 2,104,231	\$ 2,159,518	\$ 2,294,764
Revenue Per Bill (\$)	\$ 56	\$ 56	\$ 56	\$ 56	\$ 56
<b>MINI BASIC</b>					
Number of Bills	174	182	1,986	2,093	2,171
Revenue (\$)	\$ 3,181	\$ 3,327	\$ 36,138	\$ 38,141	\$ 39,520
Revenue Per Bill (\$)	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18
<b>BOSTWICK</b>					
Number of Bills	17	20	194	220	213
Revenue (\$)	\$ 959	\$ 1,128	\$ 10,913	\$ 12,385	\$ 11,985
Revenue Per Bill (\$)	\$ 56	\$ 56	\$ 56	\$ 56	\$ 56
<b>BULK CATV/MOTEL</b>					
Number of Bills	4	4	44	44	48
Revenue (\$)	\$ 990	\$ 990	\$ 10,890	\$ 10,890	\$ 11,880
Revenue Per Bill (\$)	\$ 248	\$ 248	\$ 248	\$ 248	\$ 248
<b>SHOWTIME</b>					
Number of Bills	7	8	85	70	92
Revenue (\$)	\$ 103	\$ 117	\$ 1,247	\$ 1,026	\$ 1,349
Revenue Per Bill (\$)	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
<b>SHOW/HBO</b>					
Number of Bills	6	7	71	80	78
Revenue (\$)	\$ 75	\$ 88	\$ 891	\$ 993	\$ 979
Revenue Per Bill (\$)	\$ 13	\$ 13	\$ 13	\$ 12	\$ 13
<b>BULK SHOWTIME/MOTEL</b>					
Number of Bills	-	-	-	-	-
Revenue (\$)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Per Bill (\$)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CINEMAX</b>					
Number of Bills	2	4	35	55	40
Revenue (\$)	\$ 29	\$ 59	\$ 513	\$ 793	\$ 586
Revenue Per Bill (\$)	\$ 15	\$ 15	\$ 15	\$ 14	\$ 15

MOST RECENT  
12-MONTH

Nov 2018      Nov 2017      FY2018 YTD      FY2017 YTD

MAX/HBO

Number of Bills		26		29		292		330		319
Revenue (\$)	\$	381	\$	381	\$	4,235	\$	4,733	\$	4,631
Revenue Per Bill (\$)	\$	15	\$	13	\$	15	\$	14	\$	15

HBO

Number of Bills		-		-		-		-		-
Revenue (\$)	\$	-	\$	-	\$	-	\$	-	\$	-
Revenue Per Bill (\$)	\$	-	\$	-	\$	-	\$	-	\$	-

MAX/HBO

Number of Bills		4		4		44		56		49
Revenue (\$)	\$	50	\$	50	\$	552	\$	685	\$	602
Revenue Per Bill (\$)	\$	13	\$	13	\$	13	\$	12	\$	12

PLAYBOY

Number of Bills		-		-		-		17		-
Revenue (\$)	\$	-	\$	-	\$	-	\$	255	\$	-
Revenue Per Bill (\$)	\$	-	\$	-	\$	-	\$	15	\$	-

STARZ

Number of Bills		21		20		218		203		238
Revenue (\$)	\$	308	\$	249	\$	3,135	\$	2,930	\$	3,364
Revenue Per Bill (\$)	\$	15	\$	12	\$	14	\$	14	\$	14

DVR

Number of Bills		158		134		1,589		1,395		1,728
Revenue (\$)	\$	11,475	\$	10,331	\$	121,721	\$	107,393	\$	132,438
Revenue Per Bill (\$)	\$	73	\$	77	\$	77	\$	77	\$	77

NON DVR

Number of Bills		62		60		626		658		683
Revenue (\$)	\$	4,038	\$	4,326	\$	43,652	\$	47,389	\$	47,762
Revenue Per Bill (\$)	\$	65	\$	72	\$	70	\$	72	\$	70

SET TOP BOX

Number of Bills		354		321		3,808		3,355		4,130
Revenue (\$)	\$	3,160	\$	2,880	\$	36,590	\$	33,575	\$	39,791
Revenue Per Bill (\$)	\$	9	\$	9	\$	10	\$	10	\$	10



MOST RECENT  
12-MONTH

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	MOST RECENT 12-MONTH
<b>ADD'L DVR BOX</b>					
Number of Bills	91	73	906	677	988
Revenue (\$)	\$ 894	\$ 726	\$ 8,965	\$ 6,723	\$ 9,781
Revenue Per Bill (\$)	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10
<b>ADD'L NON DVR BOX</b>					
Number of Bills	33	35	360	349	393
Revenue (\$)	\$ 215	\$ 243	\$ 2,453	\$ 2,426	\$ 2,682
Revenue Per Bill (\$)	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7
<b>FIBER</b>					
Number of Bills	62	39	678	535	718
Revenue (\$)	\$ 42,627	\$ 39,984	\$ 509,000	\$ 439,671	\$ 549,334
Revenue Per Bill (\$)	\$ 688	\$ 1,025	\$ 751	\$ 822	\$ 765
<b>INTERNET</b>					
Number of Bills	3,573	3,293	38,423	35,713	41,737
Revenue (\$)	\$ 157,206	\$ 140,314	\$ 1,679,818	\$ 1,491,263	\$ 1,820,751
Revenue Per Bill (\$)	\$ 44	\$ 43	\$ 44	\$ 42	\$ 44
<b>WIRELESS INTERNET</b>					
Number of Bills	52	52	567	562	618
Revenue (\$)	\$ 3,263	\$ 3,077	\$ 35,354	\$ 32,239	\$ 38,432
Revenue Per Bill (\$)	\$ 63	\$ 59	\$ 62	\$ 57	\$ 62
<b>RESIDENTIAL PHONE</b>					
Number of Bills	934	887	9,870	10,044	10,759
Revenue (\$)	\$ 2,877	\$ 3,146	\$ 33,726	\$ 35,552	\$ 36,944
Revenue Per Bill (\$)	\$ 3	\$ 4	\$ 3	\$ 4	\$ 3
<b>COMMERCIAL PHONE</b>					
Number of Bills	437	435	4,862	5,009	5,303
Revenue (\$)	\$ 15,224	\$ 15,434	\$ 171,323	\$ 175,093	\$ 186,964
Revenue Per Bill (\$)	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35
<b>TOTAL REVENUES</b>	<b>\$ 433,763</b>	<b>\$ 419,011</b>	<b>\$ 4,815,347</b>	<b>\$ 4,603,673</b>	<b>\$ 5,234,539</b>

CHART 7  
REVENUES FROM SALES BY CLASS  
CURRENT VS. PREVIOUS FISCAL YEAR

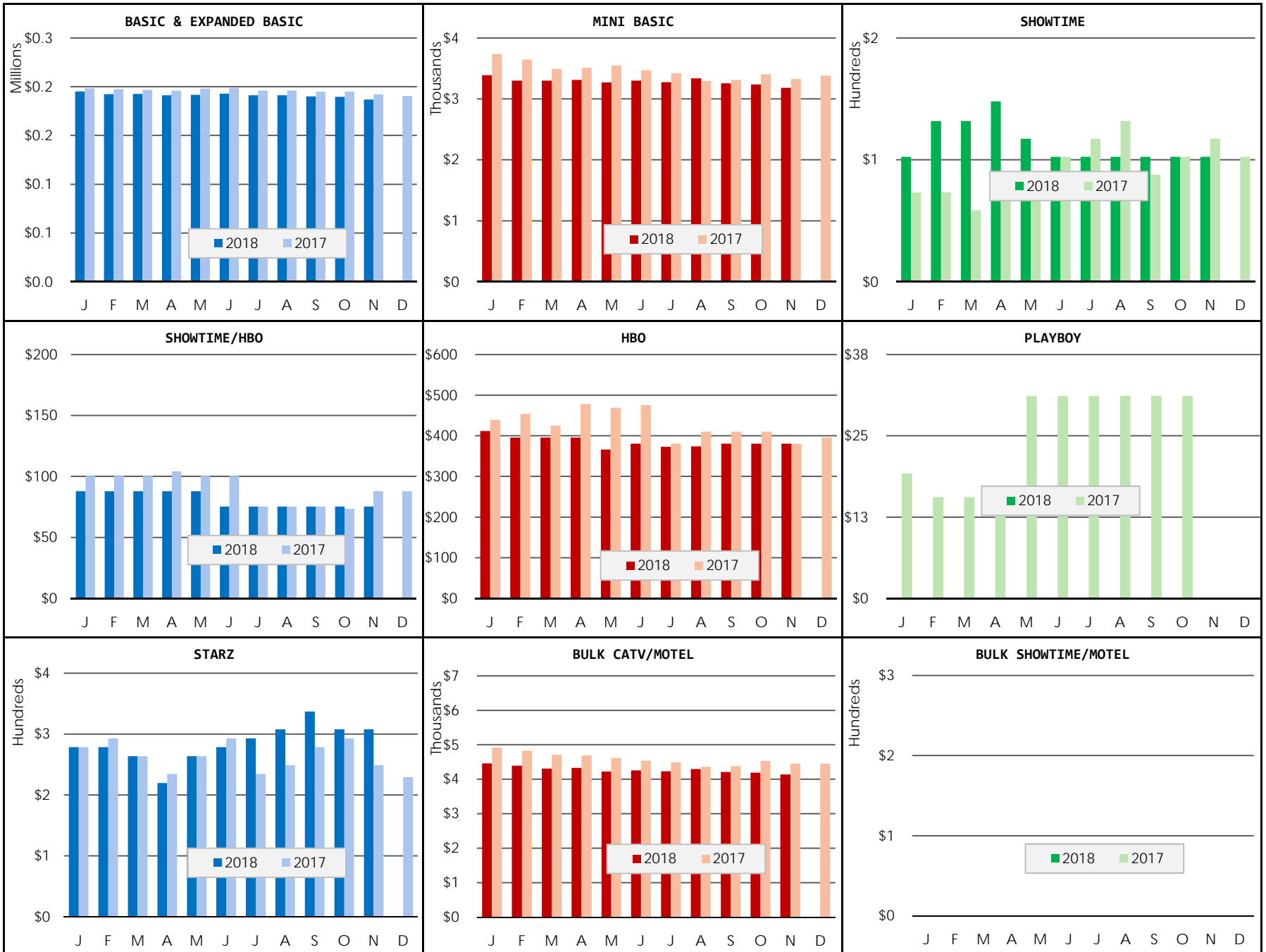


CHART 7  
REVENUES FROM SALES BY CLASS  
CURRENT VS. PREVIOUS FISCAL YEAR

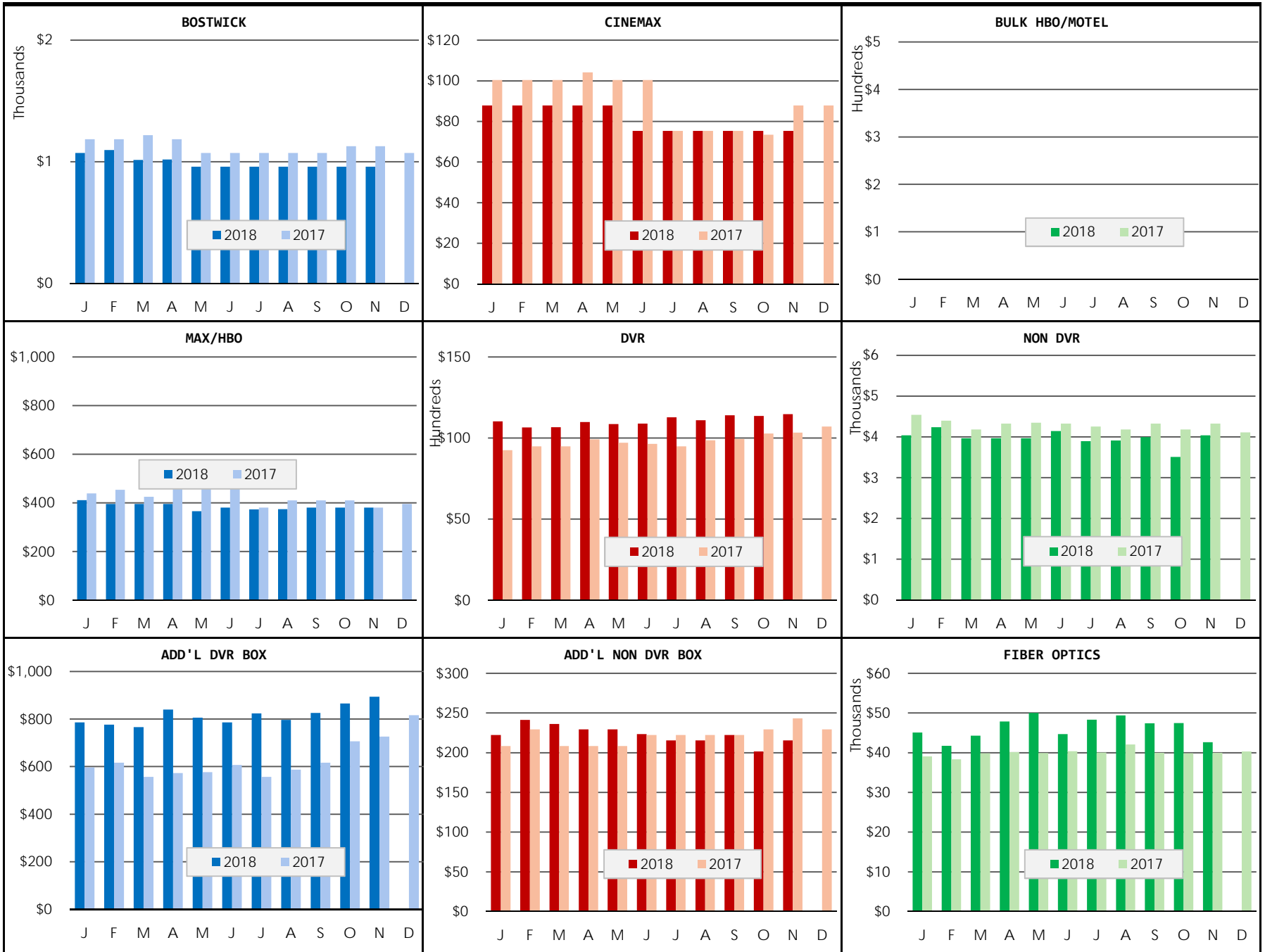
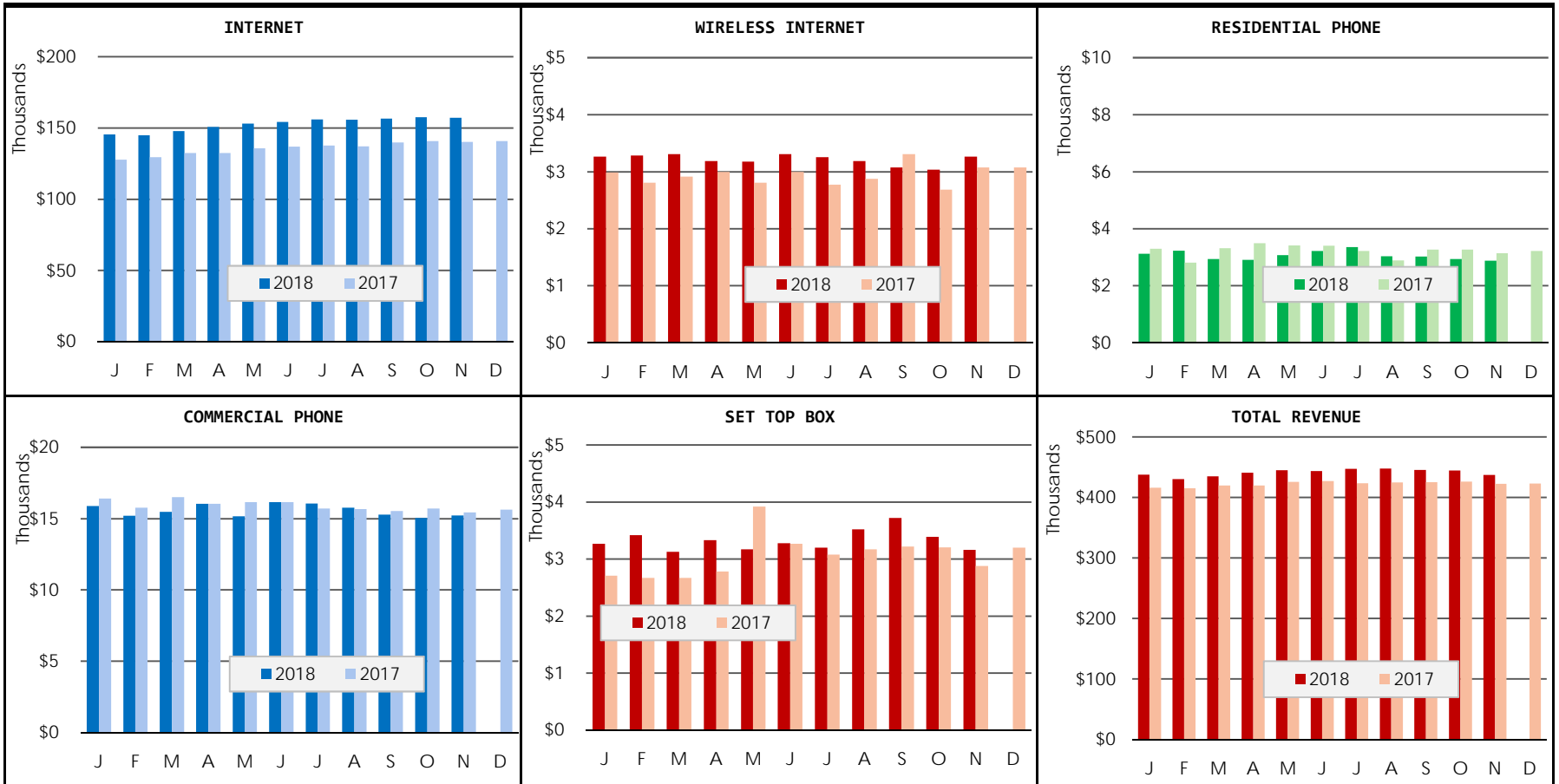


CHART 7  
REVENUES FROM SALES BY CLASS  
CURRENT VS. PREVIOUS FISCAL YEAR





**WATER, SEWER, GAS,  
& STORMWATER  
MONTHLY REPORT  
JANUARY  
2019**

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## 2018 Project List

	Estimated Start Date	Estimated Completion Date	Notes	Completed
<b>Natural Gas</b>				
Gas lights at City Hall	Nov-18	Dec-18	Install gas latherns around property @ City Hall	Started
Gas main replacement Roosevelt, Marable St area	Dec-18	Feb-18	Steel gas main replacement	Completed
Dean Hill Road	Nov-17	Mar-18	4" plastic main along Dean Hill Rd	Completed
Alcovy Mountain Subdivison	Apr-18		1.6 miles of 2" plastic gas main / material paid for by residents	Completed
Hwy 11/78 relocation	May-18	Sep-18	GMC/Lance Souther - main installed / currently installing new station	Completed
Bryant Road Replacement	Jul-18	Aug-18	Main replacement completed / Steel to plastic	Completed
Young Street Replacement	Dec-19	Jan-19	Gas main replacement / Steel to plastic	Ongoing
Mt. Vernon Rd Chicken house expansion	Jun-18	Aug-18	1 mile of 4" plastic main installed / currently building meter set	Completed
Alcovy Street Rehab	Oct-17	Apr-18	Completed/landscaping left to do once weather clears	Completed
Install gas lanterns (city wide)	Mar-18		Will install as the material is delivered	Ongoing
Retreat @ Mill Creek (middle street)	Feb-18	Feb-18	1500' 2" plastic gas main installed	Completed
<b>Sewer Collection</b>				
TV, Surveys for 2018 CDBG	Jan-18	Feb-18	2/15/2018 deadline for surveys/records	Completed
Rehab of main along N. Midland/Hwy 78 ramp	Sep-18	Oct-18	Material on hand	Ongoing
Alcovy River sewer / Pump station	Jan-18	Jan-18	Carl currently surveying / design	Ongoing
2018 CDBG	Sep-18	Jul-20	Awarded \$750,000 CDBG grant	Ongoing
Rehab of main along Olympian Way	Jun-18	Aug-18	Rehab of 1000' of 6" terra-cotta sewer main	Completed
<b>Sewer Plant</b>				
Design/Review for plant rehab	Feb-18	Aug-18	Working with Carl equipment / Process	Ongoing
Rehab of Primaries 1 & 2	Feb-18	Mar-18	Material on hand/will begin once repair made on 3 & 4	Started
Install new digester pumps	Feb-18	Feb-18	Pumps delivered and installed	Completed
<b>Water Distribution</b>				
Install meters/meter boxes CDBG2016	Feb-18	Mar-18	Install 69 new water meters w/ erts & new meter boxes	Completed
Highland Ave./Wayne Street water main	Nov-18	Jan-18	Replace 2" water main with 6" main	Ongoing
Loganville Water Extension			Design phase	Ongoing
<b>Water Treatment Plant</b>				
Plant roof	Dec-18	Mar-18	Completed	Completed
Plant rehab (water,sewer,gas department offices)	Apr-18	Dec-18	Electrical completed, HVAC to begin 2nd week of January	Ongoing
<b>Stormwater</b>				
Meadow Walk Subdivision Ponds 1 & 2	Aug-18	Oct-18	Contractor has completed both ponds along with needed repairs	Completed
Alley @ Livery Stable (concrete pads/pea gravel)	Mar-18	Mar-18	Install concrete drive with flower beds	Completed
Alley @Livery Stable out to Spring Street	Aug-18	Sep-18	Concrete complete	Completed
Court Street Alley	Oct-18	Apr-18	Design process	Started

# MONTHLY DIRECTOR'S REPORT

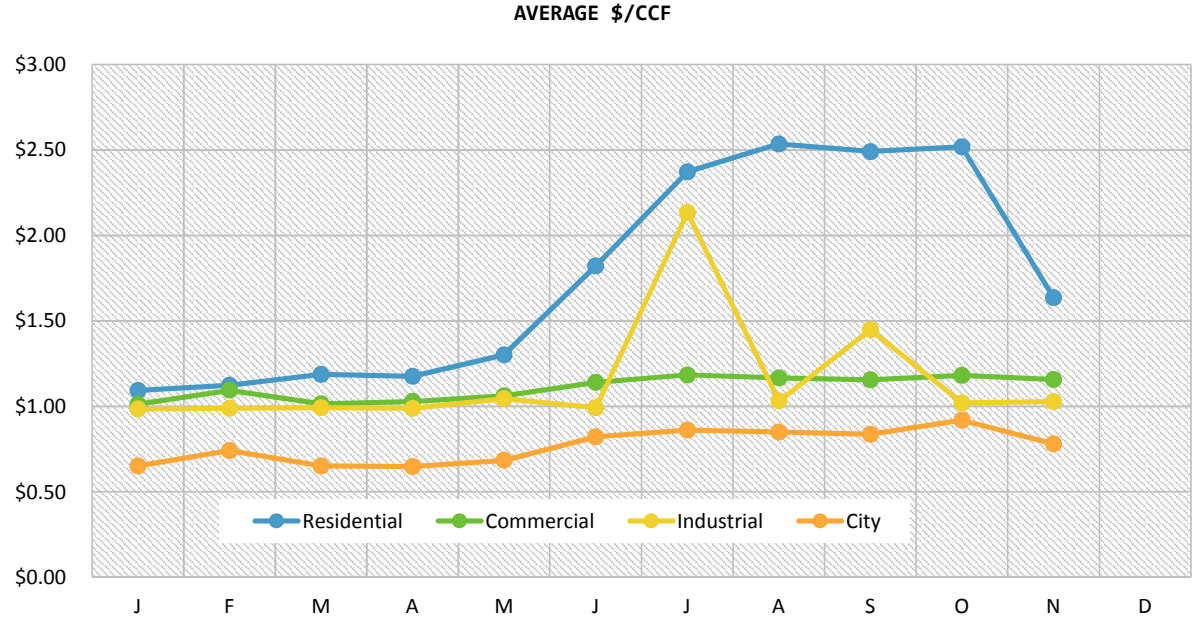
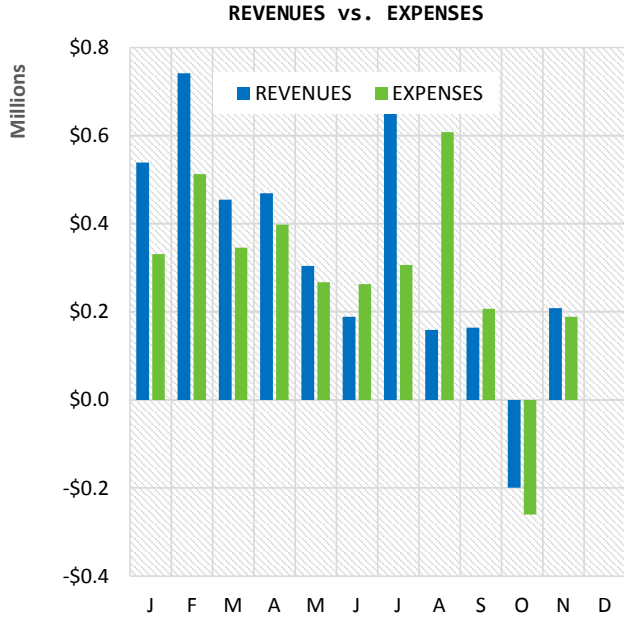
REPORTING PERIOD: 11/2018 | FY 2018



COVER	1
OVERVIEW	2
SALES REPORT	3
SALES STATISTICS	4
POWER SUPPLY	5
DETAIL REVENUES	6
DETAIL EXPENSES	7-9

## CITY OF MONROE: NATURAL GAS FUND OVERVIEW

	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	FY 2018	AS BUDGET	FY 2017
<b>REVENUES</b>	\$ 0.539M	\$ 0.741M	\$ 0.455M	\$ 0.469M	\$ 0.304M	\$ 0.188M	\$ 0.729M	\$ 0.159M	\$ 0.164M	\$ (0.199M)	\$ 0.209M		\$ 3.757M	\$ 3.334M	\$ 2.967M
PERSONNEL COSTS	\$ 0.052M	\$ 0.039M	\$ 0.056M	\$ 0.131M	\$ 0.053M	\$ 0.064M	\$ 0.048M	\$ 0.049M	\$ 0.048M	\$ (0.115M)	\$ 0.051M		\$ 0.474M	\$ 0.460M	\$ 0.455M
CONTRACTED SVC	\$ 0.007M	\$ 0.019M	\$ 0.010M	\$ 0.021M	\$ 0.020M	\$ 0.015M	\$ 0.004M	\$ 0.012M	\$ 0.013M	\$ 0.012M	\$ 0.003M		\$ 0.135M	\$ 0.202M	\$ 0.125M
SUPPLIES	\$ 0.230M	\$ 0.290M	\$ 0.175M	\$ 0.167M	\$ 0.118M	\$ 0.087M	\$ 0.072M	\$ 0.084M	\$ 0.089M	\$ (0.146M)	\$ 0.108M		\$ 1.272M	\$ 1.522M	\$ 1.131M
CAPITAL OUTLAY	\$ -	\$ 0.088M	\$ 0.011M	\$ 0.005M	\$ 0.008M	\$ 0.016M	\$ 0.117M	\$ 0.329M	\$ 0.001M	\$ 0.017M	\$ 0.003M		\$ 0.594M	\$ -	\$ 0.113M
FUND TRANSFERS	\$ 0.042M	\$ 0.077M	\$ 0.094M	\$ 0.075M	\$ 0.068M	\$ 0.081M	\$ 0.066M	\$ 0.135M	\$ 0.056M	\$ (0.027M)	\$ 0.024M		\$ 0.691M	\$ 0.765M	\$ 0.586M
<b>EXPENSES</b>	\$ 0.331M	\$ 0.512M	\$ 0.346M	\$ 0.398M	\$ 0.267M	\$ 0.262M	\$ 0.306M	\$ 0.608M	\$ 0.207M	\$ (0.260M)	\$ 0.189M		\$ 3.166M	\$ 2.949M	\$ 2.410M
<b>MARGIN</b>	\$ 0.208M	\$ 0.229M	\$ 0.109M	\$ 0.071M	\$ 0.037M	\$ (0.074M)	\$ 0.423M	\$ (0.449M)	\$ (0.043M)	\$ 0.061M	\$ 0.020M		\$ 0.591M	\$ 0.385M	\$ 0.557M





# RETAIL SALES REPORT

[Jan 2018](#)  
 [Feb 2018](#)  
 [Mar 2018](#)  
 [Apr 2018](#)  
 [May 2018](#)  
 [Jun 2018](#)  
 [Jul 2018](#)  
 [Aug 2018](#)  
 [Sep 2018](#)  
 [Oct 2018](#)  
 [Nov 2018](#)  
 [Dec 2018](#)

## CUSTOMER COUNT

Residential	3,188	3,160	3,156	3,176	3,181	3,184	3,187	3,196	3,190	3,200	3,199
Commercial	559	557	554	560	556	555	552	548	557	556	548
Industrial	3	3	3	3	3	3	3	3	3	3	3
City	20	20	20	20	20	20	20	20	20	20	20
<b>Total</b>	<b>3,772</b>	<b>3,742</b>	<b>3,736</b>	<b>3,762</b>	<b>3,763</b>	<b>3,765</b>	<b>3,765</b>	<b>3,770</b>	<b>3,773</b>	<b>3,782</b>	<b>3,773</b>

Year-Over-Year Δ	1.15%	0.00%	-0.24%	-2.94%	-0.74%	0.67%	0.99%	0.51%	0.35%	0.88%	1.13%
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## CCF

Residential	0.285M	0.348M	0.205M	0.163M	0.109M	0.044M	0.027M	0.024M	0.025M	0.025M	0.059M
Commercial	0.184M	0.278M	0.155M	0.137M	0.109M	0.065M	0.055M	0.055M	0.061M	0.056M	0.072M
Industrial	0.016M	0.008M	0.005M	0.007M	0.001M	0.005M	0.000M	0.001M	0.000M	0.002M	0.001M
City	0.011M	0.017M	0.009M	0.010M	0.007M	0.002M	0.002M	0.002M	0.002M	0.002M	0.004M
<b>Total</b>	<b>0.508M</b>	<b>0.667M</b>	<b>0.408M</b>	<b>0.348M</b>	<b>0.252M</b>	<b>0.136M</b>	<b>0.100M</b>	<b>0.100M</b>	<b>0.108M</b>	<b>0.102M</b>	<b>0.157M</b>

Year-Over-Year Δ	19.11%	68.96%	20.11%	19.85%	45.60%	0.66%	-10.35%	-2.89%	9.30%	-11.84%	3.15%
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## REVENUE

Residential	\$ 0.312M	\$ 0.391M	\$ 0.243M	\$ 0.191M	\$ 0.142M	\$ 0.081M	\$ 0.064M	\$ 0.062M	\$ 0.062M	\$ 0.062M	\$ 0.097M
Commercial	\$ 0.186M	\$ 0.304M	\$ 0.157M	\$ 0.141M	\$ 0.116M	\$ 0.075M	\$ 0.066M	\$ 0.064M	\$ 0.070M	\$ 0.067M	\$ 0.083M
Industrial	\$ 0.016M	\$ 0.008M	\$ 0.005M	\$ 0.007M	\$ 0.001M	\$ 0.005M	\$ 0.000M	\$ 0.001M	\$ 0.000M	\$ 0.002M	\$ 0.001M
Other	\$ 0.011M	\$ 0.016M	\$ 0.028M	\$ 0.026M	\$ 0.023M	\$ 0.017M	\$ 0.014M	\$ 0.016M	\$ 0.017M	\$ 0.016M	\$ 0.020M
City	\$ 0.007M	\$ 0.012M	\$ 0.006M	\$ 0.007M	\$ 0.005M	\$ 0.002M	\$ 0.002M	\$ 0.002M	\$ 0.002M	\$ 0.001M	\$ 0.003M
<b>Total</b>	<b>\$ 0.531M</b>	<b>\$ 0.731M</b>	<b>\$ 0.440M</b>	<b>\$ 0.372M</b>	<b>\$ 0.286M</b>	<b>\$ 0.179M</b>	<b>\$ 0.146M</b>	<b>\$ 0.144M</b>	<b>\$ 0.152M</b>	<b>\$ 0.148M</b>	<b>\$ 0.204M</b>

Year-Over-Year Δ	10.58%	65.54%	21.42%	21.52%	34.35%	1.37%	-4.88%	0.34%	7.76%	-7.83%	5.72%
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# SALES STATISTICS

[Jan 2018](#)
[Feb 2018](#)
[Mar 2018](#)
[Apr 2018](#)
[May 2018](#)
[Jun 2018](#)
[Jul 2018](#)
[Aug 2018](#)
[Sep 2018](#)
[Oct 2018](#)
[Nov 2018](#)
[Dec 2018](#)
[YTD](#)

## AVERAGE CCF/CUSTOMER

Residential	89	110	65	51	34	14	8	8	8	8	19	38
Commercial	329	500	280	245	196	118	100	100	110	101	131	201
Industrial	5,453	2,621	1,744	2,460	312	1,723	17	397	43	502	415	1,426
City	527	831	445	518	337	110	97	93	103	77	179	301

## AVERAGE \$/CUSTOMER

Residential	\$98	\$124	\$77	\$60	\$45	\$25	\$20	\$19	\$20	\$19	\$30	\$49
Commercial	\$333	\$546	\$284	\$252	\$208	\$134	\$119	\$116	\$126	\$120	\$152	\$217
Industrial	\$5,364	\$2,589	\$1,729	\$2,431	\$326	\$1,708	\$37	\$409	\$62	\$512	\$427	\$1,417
City	\$344	\$616	\$289	\$335	\$231	\$90	\$83	\$79	\$86	\$70	\$140	\$215

## AVERAGE \$/CCF

Residential	\$1.0925	\$1.1235	\$1.1867	\$1.1758	\$1.3001	\$1.8214	\$2.3723	\$2.5350	\$2.4908	\$2.5181	\$1.6369	\$1.7503
Commercial	\$1.0124	\$1.0940	\$1.0144	\$1.0285	\$1.0619	\$1.1408	\$1.1838	\$1.1663	\$1.1545	\$1.1813	\$1.1561	\$1.1086
Industrial	\$0.9837	\$0.9876	\$0.9915	\$0.9881	\$1.0441	\$0.9916	\$2.1338	\$1.0304	\$1.4488	\$1.0199	\$1.0282	\$1.1498
City	\$0.6520	\$0.7405	\$0.6506	\$0.6476	\$0.6839	\$0.8220	\$0.8612	\$0.8503	\$0.8363	\$0.9185	\$0.7798	\$0.7675
<b>Average</b>	<b>\$0.9351</b>	<b>\$0.9864</b>	<b>\$0.9608</b>	<b>\$0.9600</b>	<b>\$1.0225</b>	<b>\$1.1940</b>	<b>\$1.6378</b>	<b>\$1.3955</b>	<b>\$1.4826</b>	<b>\$1.4095</b>	<b>\$1.1502</b>	<b>\$1.1940</b>

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	MOST RECENT 12-MONTH
<b>Natural Gas Supply Cost</b>					
Capacity Reservation Fees	\$ 40,975	\$ 41,033	\$ 447,029	\$ 447,655	\$ 493,860
Demand Storage/Peaking Services	\$ 1,580	\$ 1,580	\$ 17,073	\$ 17,076	\$ 18,602
Supply Charges	\$ 51,274	\$ 55,513	\$ 914,600	\$ 827,575	\$ 1,002,327
Gas Authority Supply Charges	\$ 3,552	\$ -	\$ 39,157	\$ -	\$ 39,157
Gas Authority Charges	\$ 3,775	\$ 6,614	\$ (51,500)	\$ (30,326)	\$ (65,948)
P.A.C.E	300	-	3,300	-	3,300
APGA Annual Dues	-	-	2,973	-	2,973
Other	1,619	3,308	20,721	31,952	23,345
<b>TOTAL MGAG BILL</b>	<b>\$ 103,075</b>	<b>\$ 108,048</b>	<b>\$ 1,393,354</b>	<b>\$ 1,293,932</b>	<b>\$ 1,517,615</b>

**DELIVERED SUPPLY**

Volume CCF	168,990	186,050	2,991,080	2,534,340	3,307,990
Volume Dth (MGAG)	164,960	180,830	2,921,160	2,461,710	3,230,630

\*Dth (dekatherm) is the measured of gas volume. Dth to Ccf (Centi Cubic Feet) conversion is based on the BTU fuel content

<b>UNIT COSTS</b>					
\$/Dth	0.6249	0.5975	0.4770	0.5256	0.4698
\$/CCF	0.6099	0.5807	0.4658	0.5106	0.4588

MOST RECENT  
12-MONTH

Nov 2018      Nov 2017      FY2018 YTD      FY2017 YTD

**SALES REVENUES**

NATURAL GAS SALES	\$	204,345	\$	193,230	\$	2,953,592	\$	2,767,990	\$	3,283,605
<b>SALES REVENUES (ACTUAL)</b>	<b>\$</b>	<b>204,345</b>	<b>\$</b>	<b>193,230</b>	<b>\$</b>	<b>2,953,592</b>	<b>\$</b>	<b>2,767,990</b>	<b>\$</b>	<b>3,283,605</b>
AS BUDGET	\$	286,932	\$	287,528	\$	3,156,249	\$	287,528		Not Applicable
% ACTUAL TO BUDGET		71.22%		67.20%		93.58%		962.68%		Not Applicable

Note on Natural Gas Sales: Detail break-down for individual rate class is shown in NATURAL GAS RETAIL SALES section.

**OTHER REVENUES**

OP REVENUE	-	-	-	-	-	-	-	-	-	-
MISC REVENUE	-	998	98	1,798	298					
CONTRIBUTED CAPITAL	-	-	-	-	6,970					
SALE FIXED ASSETS	-	-	-	-	-					
TAP FEES	1,200	800	27,225	18,000	31,025					
OTHER REV	-	-	-	-	-					
ADMIN ALLOC	-	7,383	91,007	83,820	98,159					
INT/INVEST INCOME	-	-	-	-	-					
STATE GRANTS	-	-	-	-	-					
MGAG REBATE	-	-	91,524	95,505	91,524					
TRANSFER FROM CIP	3,010	-	593,686	-	593,686					
<b>OTHER REVENUES (ACTUAL)</b>	<b>\$</b>	<b>4,210</b>	<b>\$</b>	<b>9,181</b>	<b>\$</b>	<b>803,539</b>	<b>\$</b>	<b>199,122</b>	<b>\$</b>	<b>821,661</b>
AS BUDGET	\$	16,169	\$	18,063	\$	177,860	\$	198,694		Not Applicable
% ACTUAL TO BUDGET		26.03%		50.83%		451.78%		100.22%		Not Applicable

<b>TOTAL REVENUES (ACTUAL)</b>	<b>\$</b>	<b>208,554</b>	<b>\$</b>	<b>202,411</b>	<b>\$</b>	<b>3,757,131</b>	<b>\$</b>	<b>2,967,112</b>	<b>\$</b>	<b>4,105,267</b>
AS BUDGET	\$	303,101	\$	305,591	\$	3,334,109	\$	3,361,506		Not Applicable
% ACTUAL TO BUDGET		68.81%		66.24%		112.69%		88.27%		Not Applicable

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	12-MONTH
<b>PERSONNEL</b>					
Compensation	\$ 38,962	\$ 28,627	\$ 273,892	\$ 253,013	\$ 322,094
Benefits	11,823	20,366	200,114	201,880	221,081
<b>PERSONNEL (ACTUAL)</b>	<b>\$ 50,785</b>	<b>\$ 48,993</b>	<b>\$ 474,157</b>	<b>\$ 455,108</b>	<b>\$ 543,326</b>
AS BUDGET	\$ 41,863	\$ 43,305	\$ 460,495	\$ 476,352	Not Applicable
% ACTUAL TO BUDGET	121.31%	113.14%	102.97%	95.54%	Not Applicable

**CONTRACTED SERVICES**

Consulting	\$ -	\$ 35	\$ 16,418	\$ 8,730	\$ 17,428
Util Protect Ctr	-	-	-	-	-
Landfill Fees	110	-	110	-	110
Custodial Service	-	23	-	46	46
Lawn & Maint	-	-	-	-	-
Holiday Events	-	-	-	-	394
Security Sys	-	-	-	-	-
Equipment Rep & Maint	-	-	19,498	-	19,498
Vehicle Rep & Maint Outside	-	-	217	-	217
R&M System - Outside	-	-	14,393	-	14,393
Maintenance Contracts	162	-	5,389	-	5,389
Equip Rent/Lease	-	244	2,139	6,188	2,592
Pole Equip Rent/Lease	-	-	-	-	-
Equipment Rental	20	-	178	-	178
Repairs & Maintenance (Outside)	-	6,947	-	58,430	20
Landfill Fees	-	-	-	-	-
Maint Contracts	-	244	-	3,774	446
Other Contract Svcs	-	3,077	-	22,619	2,392
Comm Svcs	265	832	7,042	5,500	7,660
Postage	-	-	800	-	800
Public Relations	-	32	533	32	533
Mkt Expense	450	3,208	31,290	8,839	31,690
Printing	-	70	-	70	-
Util Bill Print Svcs	-	-	-	-	-
Dues & Sub	-	-	-	1,370	-
Travel	-	-	1,523	112	1,523
Fees	-	-	1,396	313	1,517
Ga Dept Rev Fee	-	-	50	50	50
Training & Ed	-	1,668	14,082	8,053	14,082
Gen Liab Ins	-	-	-	-	-
Uniform Rent	-	-	-	449	-
Contract Labor	1,629	-	20,023	-	20,023
Shipping/Freight	21	-	105	-	105
<b>CONTRACTED SERVICES (ACTUAL)</b>	<b>\$ 2,656</b>	<b>\$ 16,380</b>	<b>\$ 135,186</b>	<b>\$ 124,575</b>	<b>\$ 141,086</b>
AS BUDGET	\$ 18,323	\$ 15,973	\$ 201,552	\$ 175,702	Not Applicable

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	12-MONTH
% ACTUAL TO BUDGET	14.50%	102.55%	67.07%	70.90%	Not Applicable
<b>SUPPLIES</b>					
Gas Cost	101,135	104,740	1,141,780	1,056,986	1,263,418
Office Supplies	-	15	3,283	1,474	3,283
Postage	-	-	-	465	-
Auto Parts	250	-	1,664	-	1,664
Damage Claims	-	-	10,132	-	10,132
Tires	-	-	771	-	771
Uniform Expense	-	-	5,483	-	5,483
Janitorial	-	-	750	34	887
Computer Equipment	65	-	122	-	122
Equipment Parts	-	-	7,364	-	7,364
Repair & Maintenance	4,153	-	54,963	-	54,963
Util Costs - Util Fund	354	325	3,633	1,730	3,970
Util Cost - Other Fund	-	-	-	196	-
Mileage Reimb	-	-	-	834	-
Auto & Truck Fuel	1,193	1,131	14,115	10,659	15,165
Food	29	-	601	-	636
Sm Tool & Min Equip	1,088	3,797	16,041	6,609	17,804
Meters	-	-	929	-	929
Sm Oper Supplies	29	-	10,513	12,992	11,255
Construction Material	-	1,197	-	1,197	-
Tires	-	504	-	504	733
Uniform Exp	-	-	-	3,339	-
Repairs & Maintenance (Inside)	-	2,315	-	30,488	5,636
Equip Pur (<\$5M)	-	-	-	2,878	-
Dam Claims	-	202	-	202	-
Misc	-	-	-	240	-
<b>SUPPLIES (ACTUAL)</b>	<b>\$ 108,295</b>	<b>\$ 114,225</b>	<b>\$ 1,272,145</b>	<b>\$ 1,130,825</b>	<b>\$ 1,404,215</b>
AS BUDGET	\$ 138,375	\$ 11,046	\$ 1,522,125	\$ 121,504	Not Applicable
% ACTUAL TO BUDGET	78.26%	1034.10%	83.58%	930.69%	Not Applicable
<b>CAPITAL OUTLAY</b>					
Cip	\$ 3,010	\$ 11,438	\$ 593,686	\$ 112,972	\$ 693,625
Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization Def Chg 2016 Bond	\$ -	\$ -	\$ 4,320	\$ -	\$ 4,320
Depr Exp	\$ 11,884	\$ 11,884	\$ 130,724	\$ 130,724	\$ 142,608
Int Exp 2016 Rev Bond	3,524	4,000	39,899	44,413	43,650
<b>CAPITAL OUTLAY (ACTUAL)</b>	<b>\$ 18,417</b>	<b>\$ 27,322</b>	<b>\$ 768,629</b>	<b>\$ 288,109</b>	<b>\$ 884,203</b>
AS BUDGET	\$ 3,600	\$ -	\$ 39,595	\$ -	Not Applicable
% ACTUAL TO BUDGET	511.66%	0.00%	1941.25%	0.00%	Not Applicable

	Nov 2018	Nov 2017	FY2018 YTD	FY2017 YTD	12-MONTH
<b>FUND TRANSFERS</b>					
Admin Alloc - Adm Exp	\$ -	\$ 27,420	\$ 332,824	\$ 285,107	\$ 369,897
Transfer To Gf	8,693	7,884	182,937	125,921	192,403
Transfer To Cip	-	-	-	-	-
Transfer - Insurance	-	-	-	-	-
<b>FUND TRANSFERS (ACTUAL)</b>	<b>\$ 8,693</b>	<b>\$ 35,303</b>	<b>\$ 515,761</b>	<b>\$ 411,028</b>	<b>\$ 562,301</b>
AS BUDGET	\$ 65,930	\$ 60,506	\$ 725,234	\$ 665,569	Not Applicable
% ACTUAL TO BUDGET	13.19%	58.35%	71.12%	61.76%	Not Applicable
<b>TOTAL EXPENSES (ACTUAL)</b>	<b>\$ 188,847</b>	<b>\$ 242,222</b>	<b>\$ 3,165,877</b>	<b>\$ 2,409,645</b>	<b>\$ 3,535,130</b>
AS BUDGET	\$ 268,091	\$ 130,830	\$ 2,949,000	\$ 1,439,127	Not Applicable
% ACTUAL TO BUDGET	70.44%	185.14%	107.35%	167.44%	Not Applicable

# MONTHLY DIRECTOR'S REPORT

REPORTING PERIOD: 11/2018 | FY 2018



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# CITY OF MONROE: WATER & SEWER FUND OVERVIEW

	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	FY 2018	AS BUDGET	FY 2017
<b>REVENUES</b>	<b>\$ 0.720M</b>	<b>\$ 0.896M</b>	<b>\$ 0.748M</b>	<b>\$ 0.906M</b>	<b>\$ 0.924M</b>	<b>\$ 0.891M</b>	<b>\$ 2.502M</b>	<b>\$ 0.922M</b>	<b>\$ 1.199M</b>	<b>\$ (0.426M)</b>	<b>\$ 0.841M</b>		<b>\$ 10.123M</b>	<b>\$ 8.989M</b>	<b>\$ 8.127M</b>
PERSONNEL COSTS	\$ 0.159M	\$ 0.192M	\$ 0.160M	\$ 0.146M	\$ 0.144M	\$ 0.192M	\$ 0.147M	\$ 0.141M	\$ 0.134M	\$ 0.323M	\$ 0.241M		\$ 1.981M	\$ 1.901M	\$ 1.549M
CONTRACTED SVC	\$ 0.039M	\$ 0.034M	\$ 0.063M	\$ 0.029M	\$ 0.069M	\$ 0.049M	\$ 0.104M	\$ 0.040M	\$ 0.052M	\$ (0.118M)	\$ 0.003M		\$ 0.363M	\$ 0.776M	\$ 0.561M
SUPPLIES	\$ 0.082M	\$ 0.136M	\$ 0.194M	\$ 0.132M	\$ 0.139M	\$ 0.099M	\$ 0.103M	\$ 0.180M	\$ 0.154M	\$ (0.347M)	\$ 0.032M		\$ 0.904M	\$ 1.532M	\$ 1.336M
CAPITAL OUTLAY	\$ 0.255M	\$ 0.502M	\$ 0.518M	\$ 0.640M	\$ 0.412M	\$ 0.451M	\$ 0.519M	\$ 0.758M	\$ 0.616M	\$ 0.568M	\$ 0.268M		\$ 5.506M	\$ 1.344M	\$ 3.276M
FUND TRANSFERS	\$ 0.033M	\$ 0.040M	\$ 0.041M	\$ 0.041M	\$ 0.041M	\$ 0.042M	\$ 0.045M	\$ 0.045M	\$ 0.043M	\$ 0.027M	\$ 0.046M		\$ 0.443M	\$ 0.630M	\$ 0.350M
<b>EXPENSES</b>	<b>\$ 0.568M</b>	<b>\$ 0.904M</b>	<b>\$ 0.976M</b>	<b>\$ 0.988M</b>	<b>\$ 0.804M</b>	<b>\$ 0.833M</b>	<b>\$ 0.917M</b>	<b>\$ 1.164M</b>	<b>\$ 1.000M</b>	<b>\$ 0.453M</b>	<b>\$ 0.589M</b>		<b>\$ 9.197M</b>	<b>\$ 6.183M</b>	<b>\$ 7.072M</b>
<b>MARGIN</b>	<b>\$ 0.152M</b>	<b>\$ (0.008M)</b>	<b>\$ (0.228M)</b>	<b>\$ (0.081M)</b>	<b>\$ 0.120M</b>	<b>\$ 0.058M</b>	<b>\$ 1.585M</b>	<b>\$ (0.242M)</b>	<b>\$ 0.199M</b>	<b>\$ (0.880M)</b>	<b>\$ 0.252M</b>		<b>\$ 0.926M</b>	<b>\$ 2.806M</b>	<b>\$ 1.055M</b>

12-MO  
PROCESSED  
KGAL



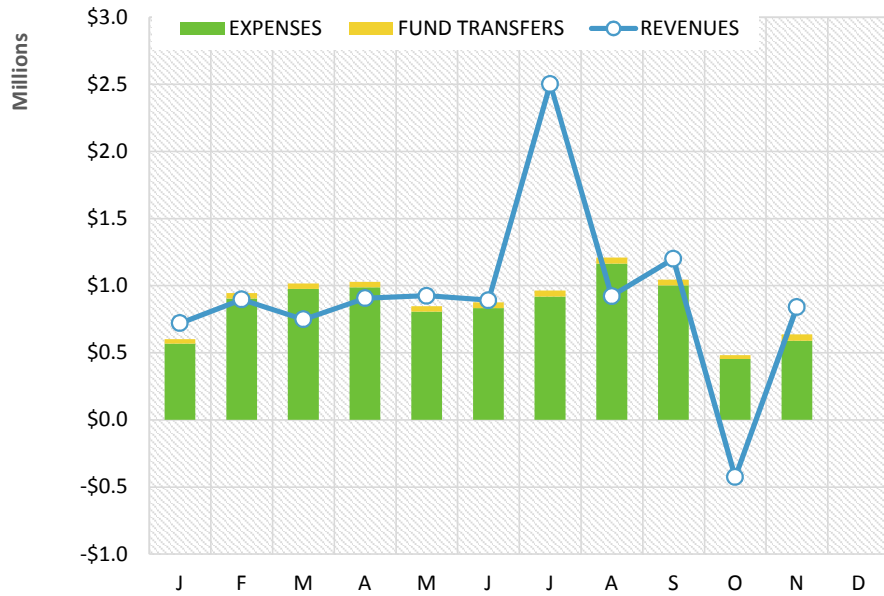
12-MO  
RETAIL  
KGAL



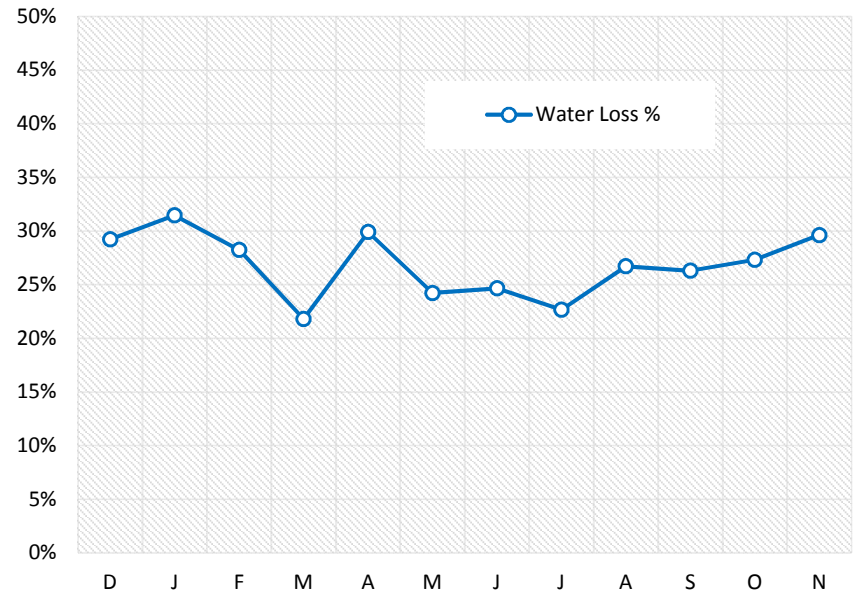
ROLLING  
12-MO LINE  
LOSS

26.90%

**REVENUES vs. EXPENSES**



**MONTHLY WATER PROCESSED VS SOLD**



## RETAIL SALES REPORT

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### CUSTOMER COUNT - WATER

Residential	8,035	7,955	7,985	7,995	7,993	8,059	8,005	8,023	7,983	8,054	8,007
Commercial	899	901	891	896	894	897	888	900	912	910	902
Industrial	1	1	1	1	1	1	1	1	1	1	1
Water Authority	1	1	1	1	1	1	1	1	1	1	1
Residential Sprinkler	223	222	224	223	234	241	239	235	240	243	254
Commercial Sprinkler	77	77	77	77	77	77	77	79	83	79	75
<b>Total</b>	<b>9,236</b>	<b>9,157</b>	<b>9,179</b>	<b>9,193</b>	<b>9,200</b>	<b>9,276</b>	<b>9,211</b>	<b>9,239</b>	<b>9,220</b>	<b>9,288</b>	<b>9,240</b>
YOY Δ	1.95%	0.80%	0.93%	0.91%	-1.32%	1.23%	0.85%	0.86%	1.37%	1.91%	1.81%

### KGALLONS - WATER

Residential	33,268	33,961	32,761	32,032	33,907	35,410	36,031	36,270	37,502	36,395	34,203
Commercial	9,691	10,150	9,795	10,659	11,437	14,315	13,856	13,774	14,348	15,953	14,582
Industrial	2,203	2,175	2,004	1,422	1,744	1,264	1,864	1,249	1,699	1,759	1,837
Water Authority	3,413	5,519	4,125	4,061	4,283	4,835	4,810	4,536	4,543	4,505	4,688
<b>Total</b>	<b>48,574</b>	<b>51,805</b>	<b>48,685</b>	<b>48,174</b>	<b>51,371</b>	<b>55,824</b>	<b>56,561</b>	<b>55,829</b>	<b>58,092</b>	<b>58,612</b>	<b>55,310</b>
YOY Δ	-7.91%	3.81%	-2.36%	-0.84%	6.50%	-4.51%	2.69%	-5.68%	-3.71%	3.95%	1.28%

### REVENUE - WATER

Residential	\$ 0.278M	\$ 0.287M	\$ 0.276M	\$ 0.270M	\$ 0.285M	\$ 0.295M	\$ 0.299M	\$ 0.302M	\$ 0.311M	\$ 0.305M	\$ 0.289M
Commercial	\$ 0.075M	\$ 0.078M	\$ 0.077M	\$ 0.081M	\$ 0.085M	\$ 0.101M	\$ 0.099M	\$ 0.099M	\$ 0.103M	\$ 0.112M	\$ 0.104M
Industrial	\$ 0.009M	\$ 0.009M	\$ 0.008M	\$ 0.006M	\$ 0.007M	\$ 0.005M	\$ 0.008M	\$ 0.005M	\$ 0.007M	\$ 0.007M	\$ 0.008M
Water Authority	\$ 0.006M	\$ 0.009M	\$ 0.017M	\$ 0.017M	\$ 0.017M	\$ 0.020M	\$ 0.020M	\$ 0.018M	\$ 0.019M	\$ 0.018M	\$ 0.019M
<b>Total</b>	<b>\$ 0.369M</b>	<b>\$ 0.383M</b>	<b>\$ 0.378M</b>	<b>\$ 0.373M</b>	<b>\$ 0.395M</b>	<b>\$ 0.421M</b>	<b>\$ 0.425M</b>	<b>\$ 0.425M</b>	<b>\$ 0.439M</b>	<b>\$ 0.443M</b>	<b>\$ 0.420M</b>
YOY Δ	-4.41%	1.48%	3.72%	4.08%	10.96%	-0.41%	4.53%	-1.22%	-0.18%	5.75%	4.26%

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### CUSTOMER COUNT - SEWER

Residential	6,155	6,098	6,115	6,110	6,120	6,164	6,127	6,153	6,112	6,167	6,130
Commercial	818	801	795	802	801	798	793	803	810	811	806
Water Authority	1	1	1	1	1	1	1	1	1	1	1
<b>Total</b>	<b>6,974</b>	<b>6,900</b>	<b>6,911</b>	<b>6,913</b>	<b>6,922</b>	<b>6,963</b>	<b>6,921</b>	<b>6,957</b>	<b>6,923</b>	<b>6,979</b>	<b>6,937</b>
YOY Δ	2.05%	0.79%	0.70%	0.64%	-2.47%	0.88%	0.44%	0.61%	0.86%	1.28%	1.46%

### KGALLONS - SEWER

Residential	33,268	33,961	32,761	32,032	33,907	35,410	36,031	36,270	37,502	36,395	34,203
Commercial	9,691	10,150	9,795	10,659	11,437	14,315	13,856	13,774	14,348	15,953	14,582
Water Authority	3,413	5,519	4,125	4,061	4,283	4,835	4,810	4,536	4,543	4,505	4,688
<b>Total</b>	<b>46,371</b>	<b>49,630</b>	<b>46,681</b>	<b>46,752</b>	<b>49,627</b>	<b>54,560</b>	<b>54,697</b>	<b>54,580</b>	<b>56,393</b>	<b>56,853</b>	<b>53,473</b>
YOY Δ	-6.90%	6.64%	0.85%	2.93%	9.93%	-1.33%	4.41%	-3.23%	-2.97%	4.48%	1.89%

### REVENUE - SEWER

Residential	\$ 0.196M	\$ 0.197M	\$ 0.194M	\$ 0.192M	\$ 0.195M	\$ 0.198M	\$ 0.200M	\$ 0.203M	\$ 0.203M	\$ 0.202M	\$ 0.196M
Commercial	\$ 0.116M	\$ 0.116M	\$ 0.120M	\$ 0.124M	\$ 0.129M	\$ 0.149M	\$ 0.137M	\$ 0.127M	\$ 0.138M	\$ 0.137M	\$ 0.127M
Water Authority	\$ 0.001M	\$ 0.001M	\$ 0.001M	\$ 0.001M	\$ 0.001M	\$ 0.001M	\$ 0.001M	\$ 0.001M	\$ 0.001M	\$ 0.001M	\$ 0.001M
<b>Total</b>	<b>\$ 0.313M</b>	<b>\$ 0.314M</b>	<b>\$ 0.315M</b>	<b>\$ 0.317M</b>	<b>\$ 0.326M</b>	<b>\$ 0.348M</b>	<b>\$ 0.339M</b>	<b>\$ 0.331M</b>	<b>\$ 0.342M</b>	<b>\$ 0.340M</b>	<b>\$ 0.324M</b>
YOY Δ	-1.35%	2.06%	1.97%	-0.05%	6.88%	2.37%	2.85%	-1.63%	1.56%	2.16%	0.04%

## SALES STATISTICS

Jan 2018   Feb 2018   Mar 2018   Apr 2018   May 2018   Jun 2018   Jul 2018   Aug 2018   Sep 2018   Oct 2018   Nov 2018   Dec 2018   YTD

### AVERAGE KGALLONS/CUSTOMER (WATER)

Residential	4	4	4	4	4	4	5	5	5	5	4	4
Commercial	11	11	11	12	13	16	16	15	16	18	16	14
Industrial	2,203	2,175	2,004	1,422	1,744	1,264	1,864	1,249	1,699	1,759	1,837	1,747
Water Authority	3,413	5,519	4,125	4,061	4,283	4,835	4,810	4,536	4,543	4,505	4,688	4,483

### AVERAGE \$/CUSTOMER (WATER)

Residential	\$35	\$36	\$35	\$34	\$36	\$37	\$37	\$38	\$39	\$38	\$36	\$36
Commercial	\$84	\$86	\$86	\$90	\$95	\$113	\$111	\$110	\$113	\$123	\$115	\$103
Industrial	\$9,069	\$8,956	\$8,265	\$5,914	\$7,215	\$5,275	\$7,699	\$5,215	\$7,033	\$7,275	\$7,590	\$7,228
Water Authority	\$6,375	\$9,382	\$16,834	\$16,575	\$17,472	\$19,702	\$19,601	\$18,494	\$18,522	\$18,369	\$19,108	\$16,403

### AVERAGE \$/KGALLON (WATER)

Residential	\$8.3658	\$8.4529	\$8.4155	\$8.4228	\$8.4193	\$8.3215	\$8.3035	\$8.3298	\$8.2956	\$8.3706	\$8.4447	\$8.3765
Commercial	\$7.7515	\$7.6652	\$7.8498	\$7.5709	\$7.4275	\$7.0800	\$7.1450	\$7.2139	\$7.1640	\$7.0433	\$7.1363	\$7.3679
Industrial	\$4.1166	\$4.1176	\$4.1242	\$4.1587	\$4.1368	\$4.1735	\$4.1305	\$4.1751	\$4.1393	\$4.1359	\$4.1319	\$4.1400
Water Authority	\$1.8679	\$1.7000	\$4.0809	\$4.0816	\$4.0794	\$4.0749	\$4.0751	\$4.0772	\$4.0771	\$4.0775	\$4.0760	\$3.6607
<b>Average</b>	<b>\$5.5255</b>	<b>\$5.4839</b>	<b>\$6.1176</b>	<b>\$6.0585</b>	<b>\$6.0157</b>	<b>\$5.9125</b>	<b>\$5.9135</b>	<b>\$5.9490</b>	<b>\$5.9190</b>	<b>\$5.9068</b>	<b>\$5.9472</b>	<b>\$5.8863</b>

### AVERAGE KGALLONS/CUSTOMER (SEWER)

Residential	5	6	5	5	6	6	6	6	6	6	6	6
Commercial	12	13	12	13	14	18	17	17	18	20	18	16
Water Authority	3,413	5,519	4,125	4,061	4,283	4,835	4,810	4,536	4,543	4,505	4,688	4,483

### AVERAGE \$/CUSTOMER (SEWER)

Residential	\$32	\$32	\$32	\$31	\$32	\$32	\$33	\$33	\$33	\$33	\$32	\$32
Commercial	\$142	\$145	\$151	\$154	\$161	\$186	\$173	\$158	\$171	\$169	\$157	\$161
Water Authority	\$1,279	\$1,119	\$1,173	\$1,013	\$1,199	\$1,359	\$1,279	\$1,226	\$1,412	\$1,285	\$1,231	\$1,234

### AVERAGE \$/KGALLON (SEWER)

Residential	\$5.8970	\$5.7957	\$5.9190	\$6.0043	\$5.7632	\$5.6020	\$5.5513	\$5.6060	\$5.4042	\$5.5461	\$5.7435	\$5.7120
Commercial	\$11.9720	\$11.4736	\$12.2366	\$11.6118	\$11.3104	\$10.3909	\$9.9143	\$9.2107	\$9.6321	\$8.5878	\$8.6914	\$10.4574
Water Authority	\$0.3748	\$0.2028	\$0.2843	\$0.2494	\$0.2800	\$0.2811	\$0.2659	\$0.2703	\$0.3109	\$0.2851	\$0.2626	\$0.2788
<b>Average</b>	<b>\$6.0813</b>	<b>\$5.8240</b>	<b>\$6.1466</b>	<b>\$5.9552</b>	<b>\$5.7846</b>	<b>\$5.4247</b>	<b>\$5.2439</b>	<b>\$5.0290</b>	<b>\$5.1157</b>	<b>\$4.8063</b>	<b>\$4.8992</b>	<b>\$5.4828</b>

Nov 2018      Nov 2017      FY2018 YTD      FY2017 YTD      12-MONTH

**SALES REVENUES**

WATER SALES	\$ 417,761	\$ 400,494	\$ 4,183,074	\$ 4,346,712	\$ 4,557,286
SEWER SALES	\$ 322,140	\$ 324,822	\$ 3,347,715	\$ 3,201,926	\$ 3,661,423
<b>SALES REVENUES (ACTUAL)</b>	<b>\$ 739,901</b>	<b>\$ 725,316</b>	<b>\$ 7,530,789</b>	<b>\$ 7,548,638</b>	<b>\$ 8,218,709</b>
AS BUDGET	\$ 705,083	\$ 692,478	\$ 7,755,917	\$ 7,617,262	Not Applicable
% ACTUAL TO BUDGET	104.94%	104.74%	97.10%	99.10%	Not Applicable

**OTHER REVENUES**

**WATER**

OP REVENUE	\$ 2,021	\$ 996	\$ 17,352	\$ 14,422	\$ 1,045
MISC REVENUE	\$ 2,645	\$ 5,290	\$ 105,058	\$ 58,740	\$ 4,940
SALE OF FIXED ASSETS	\$ -	\$ -	\$ 198	\$ -	\$ 2,321
REIMB DAMAGE PROP	\$ -	\$ -	\$ -	\$ -	\$ -
TAP FEES	\$ 21,700	\$ 8,450	\$ 202,875	\$ 121,300	\$ 18,300
CUST ACCT FEES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER REV	\$ -	\$ -	\$ -	\$ -	\$ -
ADMIN ALLOC	\$ -	\$ 13,991	\$ -	\$ 158,841	\$ 13,553
INT/INVEST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -
STATE GRANTS	\$ -	\$ -	\$ -	\$ -	\$ -
FEDERAL GRANT	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSFER FROM CIP_WATER	\$ 27,425	\$ -	\$ 1,153,328	\$ -	\$ -
<b>OTHER REVENUES (WATER)</b>	<b>\$ 53,791</b>	<b>\$ 28,727</b>	<b>\$ 1,478,811</b>	<b>\$ 353,303</b>	<b>\$ 40,159</b>

**SEWER**

OP REVENUE	\$ 1,000	\$ 3,480	\$ 44,770	\$ 27,340	\$ -
FEDERAL GRANT	\$ -	\$ -	\$ -	\$ -	\$ -
MISC REVENUE	\$ -	\$ -	\$ 4,000	\$ -	\$ -
TAP FEES	\$ 8,000	\$ 4,000	\$ 122,000	\$ 91,500	\$ 11,000
SALE OF ASSETS - SEWAGE	\$ 921	\$ -	\$ 921	\$ -	\$ -
CUST ACCT FEES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER REV	\$ -	\$ -	\$ -	\$ -	\$ -
ADMIN ALLOC	\$ -	\$ 10,748	\$ -	\$ 106,192	\$ 10,412
INT/INVEST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -
STATE GRANTS	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSFER FROM CIP_SEWER	\$ 37,352	\$ -	\$ 941,269	\$ -	\$ -
<b>OTHER REVENUES (SEWER)</b>	<b>\$ 47,273</b>	<b>\$ 18,228</b>	<b>\$ 1,112,960</b>	<b>\$ 225,032</b>	<b>\$ 21,412</b>

<b>OTHER REVENUES (TOTAL)</b>	<b>\$ 101,063</b>	<b>\$ 46,956</b>	<b>\$ 2,591,771</b>	<b>\$ 578,334</b>	<b>\$ 61,570</b>
AS BUDGET	\$ 43,989	\$ 46,009	\$ 483,877	\$ 506,094	Not Applicable
% ACTUAL TO BUDGET	229.75%	102.06%	535.63%	114.27%	Not Applicable

<b>TOTAL REVENUES (ACTUAL)</b>	<b>\$ 840,964</b>	<b>\$ 772,271</b>	<b>\$ 10,122,560</b>	<b>\$ 8,126,972</b>	<b>\$ 8,280,279</b>
AS BUDGET	\$ 749,072	\$ 738,487	\$ 8,239,794	\$ 8,123,356	Not Applicable
% ACTUAL TO BUDGET	112.27%	104.57%	122.85%	100.04%	Not Applicable

PERSONNEL	\$	232,769	\$	159,579	\$	1,636,789	\$	1,549,260	\$	1,861,033
CONTRACTED SERVICES	\$	9,064	\$	20,800	\$	549,048	\$	555,584	\$	614,634
SUPPLIES	\$	98,548	\$	128,312	\$	2,375,866	\$	1,335,817	\$	2,522,430
CAPITAL OUTLAY	\$	203,011	\$	294,987	\$	4,206,652	\$	3,276,242	\$	4,707,091
FUND TRANSFERS	\$	45,934	\$	36,769	\$	428,616	\$	350,103	\$	464,043
<b>TOTAL</b>	<b>\$</b>	<b>589,327</b>	<b>\$</b>	<b>640,446</b>	<b>\$</b>	<b>9,196,972</b>	<b>\$</b>	<b>7,067,006</b>	<b>\$</b>	<b>10,169,232</b>

**WATER**

**WATER TREATMENT PLANT**

**PERSONNEL**

Compensation	\$	41,998	\$	36,929	\$	259,504	\$	394,802	\$	315,945
<b>PERSONNEL (ACTUAL)</b>	<b>\$</b>	<b>51,797</b>	<b>\$</b>	<b>61,178</b>	<b>\$</b>	<b>348,907</b>	<b>\$</b>	<b>641,090</b>	<b>\$</b>	<b>437,100</b>
AS BUDGET	\$	80,502	\$	80,569	\$	885,524	\$	886,256		Not Applicable
% ACTUAL TO BUDGET		64.34%		75.93%		39.40%		72.34%		Not Applicable

**CONTRACTED SERVICES**

<b>CONTRACTED SERVICES (ACTUAL)</b>	<b>\$</b>	<b>(1,774)</b>	<b>\$</b>	<b>15,757</b>	<b>\$</b>	<b>191,699</b>	<b>\$</b>	<b>205,589</b>	<b>\$</b>	<b>232,994</b>
AS BUDGET	\$	32,204	\$	30,017	\$	354,246	\$	330,183		Not Applicable
% ACTUAL TO BUDGET		-5.51%		52.50%		54.11%		62.27%		Not Applicable

**SUPPLIES**

<b>SUPPLIES (ACTUAL)</b>	<b>\$</b>	<b>23,757</b>	<b>\$</b>	<b>76,518</b>	<b>\$</b>	<b>542,983</b>	<b>\$</b>	<b>719,117</b>	<b>\$</b>	<b>616,613</b>
AS BUDGET	\$	66,591	\$	61,058	\$	732,499	\$	671,642		Not Applicable
% ACTUAL TO BUDGET		35.68%		125.32%		74.13%		107.07%		Not Applicable

**CAPITAL OUTLAY**

Capital Expenditures	\$	-	\$	-	\$	89,357	\$	121,500	\$	89,357
<b>CAPITAL OUTLAY (ACTUAL)</b>	<b>\$</b>	<b>115,559</b>	<b>\$</b>	<b>147,995</b>	<b>\$</b>	<b>2,021,734</b>	<b>\$</b>	<b>1,871,380</b>	<b>\$</b>	<b>2,187,250</b>
AS BUDGET	\$	56,015	\$	-	\$	616,164	\$	-		Not Applicable
% ACTUAL TO BUDGET		206.30%		0.00%		328.12%		0.00%		Not Applicable

**FUND TRANSFERS**

<b>FUND TRANSFERS (ACTUAL)</b>	<b>\$</b>	<b>25,778</b>	<b>\$</b>	<b>20,307</b>	<b>\$</b>	<b>234,723</b>	<b>\$</b>	<b>190,069</b>	<b>\$</b>	<b>254,149</b>
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

**WATER DISTRIBUTION SYSTEM**

**PERSONNEL**

<b>PERSONNEL (ACTUAL)</b>	<b>\$</b>	<b>61,964</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>403,388</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>403,388</b>
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

**CONTRACTED SERVICES**

<b>CONTRACTED SERVICES (ACTUAL)</b>	<b>\$</b>	<b>1,612</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>70,076</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>70,076</b>
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

**SUPPLIES**

<b>SUPPLIES (ACTUAL)</b>	<b>\$</b>	<b>4,659</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>226,257</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>226,257</b>
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

**CAPITAL OUTLAY**

<b>CAPITAL OUTLAY (ACTUAL)</b>	<b>\$</b>	<b>16,306</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>833,682</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>833,682</b>
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

<b>TOTAL WATER EXPENSES (ACTUAL)</b>	<b>\$</b>	<b>299,658</b>	<b>\$</b>	<b>321,756</b>	<b>\$</b>	<b>4,873,447</b>	<b>\$</b>	<b>3,627,245</b>	<b>\$</b>	<b>5,261,509</b>
AS BUDGET	\$	235,312	\$	171,644	\$	2,588,433	\$	1,888,081		Not Applicable
% ACTUAL TO BUDGET		127.34%		187.46%		188.28%		192.11%		Not Applicable

**WASTEWATER**

**STORMWATER**

**PERSONNEL**

<b>PERSONNEL (ACTUAL)</b>	\$	26,048	\$	98,401	\$	198,523	\$	908,169	\$	334,573
AS BUDGET	\$	77,896	\$	82,948	\$	856,857	\$	912,432		Not Applicable
% ACTUAL TO BUDGET		33.44%		118.63%		23.17%		99.53%		Not Applicable

**CONTRACTED SERVICES**

<b>CONTRACTED SERVICES (ACTUAL)</b>	\$	125	\$	5,042	\$	11,938	\$	349,995	\$	36,229
AS BUDGET	\$	32,450	\$	33,529	\$	356,950	\$	368,821		Not Applicable
% ACTUAL TO BUDGET		0.39%		15.04%		3.34%		94.90%		Not Applicable

**SUPPLIES**

<b>SUPPLIES (ACTUAL)</b>	\$	720	\$	51,794	\$	31,275	\$	616,700	\$	104,209
AS BUDGET	\$	66,591	\$	61,058	\$	732,499	\$	671,642		Not Applicable
% ACTUAL TO BUDGET		1.08%		84.83%		4.27%		91.82%		Not Applicable

**CAPITAL OUTLAY**

Capital Expenditures	\$	-	\$	-	\$	63,600	\$	54,671	\$	63,600
<b>CAPITAL OUTLAY (ACTUAL)</b>	\$	71,146	\$	146,992	\$	1,351,236	\$	1,404,862	\$	1,686,159
AS BUDGET	\$	55,987	\$	-	\$	615,859	\$	-		Not Applicable
% ACTUAL TO BUDGET		127.07%		0.00%		219.41%		0.00%		Not Applicable

**SEWAGE**

**FUND TRANSFERS**

<b>FUND TRANSFERS (ACTUAL)</b>	\$	20,156	\$	16,462	\$	193,893	\$	160,034	\$	209,894
AS BUDGET	\$	52,467	\$	-	\$	577,133	\$	-		Not Applicable
% ACTUAL TO BUDGET		38.42%		0.00%		33.60%		0.00%		Not Applicable

**SEWAGE COLLECTION**

**PERSONNEL**

<b>PERSONNEL (ACTUAL)</b>	\$	47,816	\$	-	\$	366,898	\$	-	\$	366,898
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

**CONTRACTED SERVICES**

<b>CONTRACTED SERVICES (ACTUAL)</b>	\$	3,190	\$	-	\$	89,053	\$	-	\$	89,053
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

**SUPPLIES**

<b>SUPPLIES (ACTUAL)</b>	\$	16,191	\$	-	\$	919,386	\$	-	\$	919,386
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

**SEWAGE TREATMENT**

**PERSONNEL**

<b>PERSONNEL (ACTUAL)</b>	\$	45,144	\$	-	\$	319,075	\$	-	\$	319,075
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

**CONTRACTED SERVICES**

<b>CONTRACTED SERVICES (ACTUAL)</b>	\$	5,911	\$	-	\$	186,281	\$	-	\$	186,281
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

**SUPPLIES**

<b>SUPPLIES (ACTUAL)</b>	\$	53,222	\$	-	\$	655,966	\$	-	\$	655,966
AS BUDGET	\$	-	\$	-	\$	-	\$	-		Not Applicable
% ACTUAL TO BUDGET		0.00%		0.00%		0.00%		0.00%		Not Applicable

<b>TOTAL EXPENSES (ACTUAL)</b>	\$	289,669	\$	318,690	\$	4,323,524	\$	3,439,761	\$	4,907,723
AS BUDGET	\$	285,391	\$	177,536	\$	3,139,298	\$	1,952,894		Not Applicable
% ACTUAL TO BUDGET		101.00%		179.51%		137.72%		176.14%		Not Applicable



**FIRE**

**DEPARTMENT**

**MONTHLY REPORT**

**November**

**2018**

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CITY OF MONROE FIRE DEPT		2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL-YTD
<b>PHONE CALLS</b>			128	180	154	157	191	113	161	120	157	115		1204
	Duration in Minutes		186	208	192	159	240	142	196	140	183	181		1463
<b>INCIDENT REPORTS</b>														
	<b>FIRES</b>													
	Building Fire	4	1	2	2	1	1	1	2	3	3	2		22
	Cooking Fire	0	0	1	1	0	0	0	2	0	2	1		7
	Vehicle Fire	3	0	1	1	1	5	2	2	0	0	1		16
	Grass Fire	1	0	1	2	5	1	1	3	0	1	1		16
	Trash/Waste Fire	2	2	1	0	2	1	2	2	1	0	2		15
	Dumpster Fire	0	0	1	0	0	0	0	0	1	0	0		2
	Fire Other	1	0	1	0	0	0	0	0	0	0	0		2
	<b>Total Fire Calls</b>	<b>11</b>	<b>3</b>	<b>8</b>	<b>6</b>	<b>9</b>	<b>8</b>	<b>6</b>	<b>11</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>0</b>	<b>80</b>
	<b>EMS</b>													
	EMS Call	71	77	75	60	48	50	53	59	58	42	54		647
	Medical Assist	65	48	52	92	68	74	60	83	74	78	69		763
	Vehicle Accident w/Injuries	4	6	5	12	10	8	1	6	6	7	7		72
	Vehicle/Pedestrian Accident	0	1	0	2	1	0	0	0	0	1	0		5
	MVA/No Injuries	4	6	6	4	6	3	3	5	1	5	5		48
	Extrication	0	1	0	2	1	0	0	0	1	0	0		5
	EMS Other	0	0	0	2	0	1	1	0	0	1	0		5
	<b>Total EMS Calls</b>	<b>144</b>	<b>139</b>	<b>138</b>	<b>174</b>	<b>134</b>	<b>136</b>	<b>118</b>	<b>153</b>	<b>140</b>	<b>134</b>	<b>135</b>	<b>0</b>	<b>1545</b>
	<b>HAZARDOUS CONDITIONS</b>													
	Flammable Liquid Spill	0	0	1	1	0	0	1	0	0	0	0		3
	Gas Leak (LP/Natural Gas)	1	1	2	0	0	3	0	2	2	1	1		13
	Hazardous Other	6	1	5	2	4	5	6	4	7	4	3		47
	<b>Total Hazardous Calls</b>	<b>7</b>	<b>2</b>	<b>8</b>	<b>3</b>	<b>4</b>	<b>8</b>	<b>7</b>	<b>6</b>	<b>9</b>	<b>5</b>	<b>4</b>	<b>0</b>	<b>63</b>
	<b>SERVICE CALL</b>													
	Assist other Agency	3	2	2	2	2	2	2	1	1	0	2		19
	Public Service	1	1	1	4	4	1	3	4	0	8	1		28
	Service Other	10	6	11	15	8	9	10	15	13	14	10		121
	<b>Total Service Calls</b>	<b>14</b>	<b>9</b>	<b>14</b>	<b>21</b>	<b>14</b>	<b>12</b>	<b>15</b>	<b>20</b>	<b>14</b>	<b>22</b>	<b>13</b>	<b>0</b>	<b>168</b>

<b>GOOD INTENT CALL</b>														
	Canceled Call	49	45	52	34	39	45	44	29	31	44	40		49
	No Emergency Found	9	4	3	7	8	5	7	2	3	2	3		53
	Good Intent Other	3	1	6	2	1	1	1	3	1	2	2		23
	<b>Total Good Intent Calls</b>	<b>61</b>	<b>50</b>	<b>61</b>	<b>43</b>	<b>48</b>	<b>51</b>	<b>52</b>	<b>34</b>	<b>35</b>	<b>48</b>	<b>45</b>	<b>0</b>	<b>528</b>
<b>False Alarm</b>														
	Malicious Alarm	0	2	1	0	0	1	1	0	0	1	0		6
	System/Detector Malfunction	9	8	2	4	3	7	10	6	8	2	3		62
	Unintentional Activation	5	0	1	6	0	2	12	7	7	3	5		48
	Alarm Other	0	0	1	0	2	4	0	0	0	0	0		7
	<b>Total False Alarm</b>	<b>14</b>	<b>10</b>	<b>5</b>	<b>10</b>	<b>5</b>	<b>14</b>	<b>23</b>	<b>13</b>	<b>15</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>123</b>
<b>SEVERE WEATHER</b>														
	Sever Weather	0	0	0	0	0	3	0	0	0	0	0		3
	<b>TOTAL</b>	<b>251</b>	<b>213</b>	<b>234</b>	<b>257</b>	<b>214</b>	<b>232</b>	<b>221</b>	<b>237</b>	<b>218</b>	<b>221</b>	<b>212</b>	<b>0</b>	<b>2510</b>
	<b>AID GIVEN TO WCFR</b>	<b>6</b>	<b>6</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>10</b>	<b>3</b>		<b>47</b>
	<b>AID RECEIVED FROM WCFR</b>	<b>4</b>	<b>1</b>	<b>11</b>	<b>6</b>	<b>5</b>	<b>2</b>	<b>8</b>	<b>6</b>	<b>7</b>	<b>5</b>	<b>5</b>		<b>60</b>
	<b>PUBLIC RELATIONS/EVENTS</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>3</b>	<b>8</b>	<b>3</b>		<b>35</b>
	<b>TRAINING HRS.</b>	<b>273.5</b>	<b>272</b>	<b>457.5</b>	<b>509.5</b>	<b>274</b>	<b>256.5</b>	<b>279</b>	<b>396.25</b>	<b>276</b>	<b>579</b>	<b>582</b>		<b>4155.25</b>
	<b>BUILDING INSPECTIONS</b>	<b>28</b>	<b>18</b>	<b>12</b>	<b>14</b>	<b>9</b>	<b>11</b>	<b>14</b>	<b>16</b>	<b>12</b>	<b>22</b>	<b>19</b>		<b>175</b>
	<b>SMOKE ALARMS ISSUED TO PUBLIC</b>	<b>0</b>	<b>0</b>	<b>50</b>	<b>38</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>4</b>	<b>7</b>	<b>6</b>	<b>8</b>		<b>130</b>
	<b>ARSON INVESTIGATIONS/CITY</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>2</b>		<b>11</b>
	<b>ARSON INVEST./INTER AGENCY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>



**POLICE**

**DEPARTMENT**

**MONTHLY REPORT**

**JANUARY**

**2019**

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MPD Activity Report-NOV 2018 INFO-JAN 2019 Council Meeting

Calls for Service	2951							
Calls to MPD	1368							
Court Cases	436							
Training Hours	686							
Part 1 Crimes	57							
Part 2 Crimes	48							
Arrest-Adult	90							
Juvenile	2							
C/S Trash Pick up	0							
Tires	0							
<b>Community Events</b>								
11/1-Alive After 5:00								
11/2-Hurricane Football Game								
11/3-Farmers Market								
11/8-Candle Light Shopping								
11/10-Motorcade								
11/10-Farmers Market								
11/10-A Strong Hands Up Class								
11/15-Candle Light Shopping								
11/17-Farmers Market								
11/29-Candle Light Shopping								

B

2018	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
AGENCY													
<b>LE CALLS</b>													
WALTON SO	4,854	4,035	4,488	4,591	5,323	5,240	4,825	4,942	4,848	4,566	4,163		51,875
WCSSO AREA CHECKS	8,677	7,659	9,497	9,911	10,941	9,294	9,645	10,313	11,935	9,920	8,978		106,770
MONROE PD	3,549	3,345	3,463	3,360	3,940	3,629	3,469	3,755	3,226	3,121	2,951		37,808
MPD AREA CHECKS	237	210	235	232	290	313	337	221	235	273	262		2,845
LOGANVILLE PD	2,452	2,532	2,395	1,929	2,569	2,532	2,023	1,818	1,583	2,183	2,293		24,309
LPD AREA CHECKS	11	8	4	7	7	16	9	7	4	4	5		82
SOCIAL CIRCLE PD	2,195	2,214	2,422	1,995	1,912	2,126	2,224	2,112	2,024	2,096	1,908		23,228
SPD AREA CHECKS	7	6	2	5	8	2	4	4	3	8	4		53
													0
<b>WALTON EMS</b>	1,861	1,461	1,650	1,441	1,371	1,391	1,366	1,402	1,490	1,528	1,498		16,459
													0
<b>FIRE DEPTS</b>													0
WALTON FIRE	543	405	445	401	403	399	431	422	403	469	401		4,722
MONROE FIRE	263	213	245	260	220	233	244	244	223	219	217		2,581
LOGANVILLE FIRE	197	146	203	198	184	184	178	196	191	167	168		2,012
SOC CIRCLE FIRE	89	88	77	65	90	74	75	74	67	78	80		857
<b>TOTAL</b>	<b>24,935</b>	<b>22,322</b>	<b>25,126</b>	<b>24,395</b>	<b>27,258</b>	<b>25,433</b>	<b>24,830</b>	<b>25,510</b>	<b>26,232</b>	<b>24,632</b>	<b>22,928</b>	<b>0</b>	<b>273,601</b>
<b>PHONE CALLS</b>													
ABANDONED	272	181	197	155	253	160	190	232	160	192	150		
ADMIN IN	6,238	5,623	6,150	6,012	6,319	6,363	6,313	6,216	5,808	6,000	5,515		
ADMIN OUT	3,932	3,366	3,809	3,671	4,125	3,790	4,308	4,160	4,154	4,006	4,067		
911	4,449	4,112	4,657	4,424	4,858	4,635	4,580	4,614	4,563	4,581	4,083		
<b>TOTAL</b>	<b>14,891</b>	<b>13,282</b>	<b>14,813</b>	<b>14,262</b>	<b>15,555</b>	<b>14,948</b>	<b>15,391</b>	<b>15,222</b>	<b>14,685</b>	<b>14,779</b>	<b>13,815</b>	<b>0</b>	<b>161,643</b>

# COMPARISON OF CITATIONS 2017/2018

	Nov-17	Nov-18
CITATIONS/WARNINGS ISSUED:	218	313
ADJUDICATED/CLOSED CASES	381	436
FINES COLLECTED PER MONTH	\$41,036.00	\$52,754.32
YEAR TO DATE COLLECTED:	\$399,536.25	\$592,858.54

B



# WALTON COUNTY 911

## Radio Log Statistical Report, by Unit

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<u>Unit</u>	<u>Unit Description</u>	<u>Number of Logs</u>
314	LAW ENFORCEMENT UNIT	1
320	LAW ENFORCEMENT UNIT	3
321	LAW ENFORCEMENT UNIT	3
323	LAW ENFORCEMENT UNIT	4
326	LAW ENFORCEMENT UNIT	2
327	LAW ENFORCEMENT UNIT	24
340	LAW ENFORCEMENT UNIT	32
341	LAW ENFORCEMENT UNIT	11
342	LAW ENFORCEMENT UNIT	31
343	LAW ENFORCEMENT UNIT	13
344	LAW ENFORCEMENT UNIT	1
345	LAW ENFORCEMENT UNIT	12
351	LAW ENFORCEMENT UNIT	6
352	LAW ENFORCEMENT UNIT	38
353	LAW ENFORCEMENT UNIT	3
356	LAW ENFORCEMENT UNIT	37
358	LAW ENFORCEMENT UNIT	2
359	LAW ENFORCEMENT UNIT	1
360	LAW ENFORCEMENT UNIT	25
361	LAW ENFORCEMENT UNIT	2
363	LAW ENFORCEMENT UNIT	5
364	LAW ENFORCEMENT UNIT	6
<b>Total Radio Logs:</b>		<b>262</b>

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### Report Includes:

All dates between `00:00:00 11/01/18` and `23:59:59 11/30/18`, All agencies matching `MPD`, All zones, All units, All tencodes matching `1066`, All shifts



# WALTON COUNTY 911

## Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
FIGHT VIOLENT	3
ANIMAL BITE	1
ANIMAL COMPLAINT	5
VICIOUS ANIMAL	1
PROWLER	7
ATTEMPTED BURGLARY	3
BURGLARY IN PROGRESS	10
BURGLARY REPORT	6
DOMESTIC NON-VIOLENT	63
WARRANT SERVICE	19
SUBJECT WITH WEAPON	2
SUSPICIOUS PERSON	86
SUSPICIOUS VEHICLE	98
TRAFFIC STOP	1
SUICIDE ATTEMPT	6
SUICIDE THREAT	5
KEYS LOCKED IN VEHICLE	135
SPEEDING AUTO	4
ACCIDENT NO INJURIES	66
ACCIDENT WITH A DEER	10
10-50 WITH ENTRAPMENTS	1
ACCIDENT WITH INJURIES	6
ACCIDENT UNKNOWN INJURIES	7
ROAD HAZARD	8
LIVESTOCK IN ROADWAY	1
HIT AND RUN	10
DIRECT TRAFFIC	5
TRANSPORT FOR BUSINESS	4
FUNERAL ESCORT	11
TRANSPORT	3
DISABLED VEHICLE	40
AREA/BLDG CHECK	1323
RAPE	3
SEXUAL ASSAULT	1
CHASE	1
BANK ALARM	1
BUSINESS ALARM	43
CHURCH ALARM	1
RESIDENTIAL ALARM	38
SUBJECT IN CUSTODY	9
TRANSPORT TO JAIL	6
DEMENTED PERSON NON-VIOLENT	7
STOLEN VEHICLE	4
911 HANGUP	44



<u>Nature of Incident</u>	<u>Total Incidents</u>
CONTROL SUBSTANCE PROBLEM	6
AGENCY ASSISTANCE	17
ASSAULT	3
ASSAULT LAW ENFORCEMENT ONLY	2
CHILD CUSTODY DISPUTE	2
CIVIL ISSUE/DISPUTE	10
COUNTERFEIT MONEY	5
DAMAGE TO PROPERTY	30
DISPUTE NON VIOLENT IN NATURE	52
DISPUTE VIOLENT IN NATURE	1
DISTRUBING THE PEACE	1
Dead Body	2
EMERGENCY MESSAGE	2
LE ASSIST FOR EMS	23
ENTERING AN AUTO	5
EXTRA PATROL REQUEST	6
ASSIST FIRE DEPARTMENT	9
FIREARMS DISCHARGED	7
FOLLOW UP TO PREVIOUS CALL	2
FOUND PROPERTY	5
FRAUD	9
GUNSHOT WOUND PRIORITY 3	1
HARRASSING PHONE CALLS	6
HARRASSMENT	7
IDENTITY THEFT	1
ILLEGAL PARKING	2
JUVENILE RUNAWAY	1
JUVENILE COMPLAINT	21
JUVENILE PROBLEM -NO COMPLAINT	4
KIDNAPPING	2
LOITERING	1
LOST ITEM REPOR	4
LOUD MUSIC COMPLAINT	5
MISSING PERSON	4
MOBILE HOME INSPECTION	2
MISCELLANEOUS LAW INCIDENT	47
PORNOGRAPHY	1
POWER LINES DOWN	2
PROSTITUTION	1
SAFETY SOBRIETY CHECK POINT	1
PHONE CALLS/MAIL SCAMS	1
SEARCH WARRANT	1
SHOPLIFTING	14
THEFT IN PROGRESS	2
THEFT REPORT	30
THREATS	7
TRAFFIC VIOLATION	408
TRAILER INSPECTION	4
TRESPASSING	7
UNKNOWN PRIORITY 1	2

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<u>Nature of Incident</u>	<u>Total Incidents</u>
UNKNOWN LAW PROBLEM	9
UNSECURE PREMISES	3
VEHICLE INSPECTION	10
WELFARE CHECK	33

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Total reported: 2951

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**Report Includes:**

All dates between `00:00:00 11/01/18` and `23:59:59 11/30/18`, All agencies matching `MPD`, All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



**CODE**

**DEPARTMENT**

**MONTHLY REPORT**

**January**

**2019**

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The Code Department of the City of Monroe respectfully submits this report to the Mayor and Council. It is the intent of this report to highlight statistics, specific job duties, and any job functions related to the Code Department during the time period of November 1, 2018 thru November 30, 2018.

### **Statistics:**

- Total Calls: 397
- Total Minutes: 19:11:48
- Total Minutes/Call: 2:54
- Code Inspections: 72
- Total Permits Written: 32
- Amount collected for permits: \$4,351.00
- Check postings for Miscellaneous Revenue: 267

### **Business/Alcohol Licenses new & renewals:**

- **New Businesses:** 5
  - Carwash Headquarters dba Mister Car Wash
  - Wes' Lawn Care - residential
  - Under4K Auto Sales
  - YP Monroe LLC dba Your Pie
  - Jay Still Marketing - residential
- **Closed Businesses:** 6
  - AKelley Trucking – residential
  - Be Encouraged Logistics & Services – residential
  - Brewer's Sewing – residential
  - Foster's Transportation – residential
  - Paradine Management Solutions – residential
  - R-N-S Riders – residential
  - T Cain Trucking – residential

### **Major Projects**

- Major Projects Permitted: None
- Major Projects Ongoing: None

### **Code Department:**

- Receiving business license payments (136), affidavits and identification.
- Making numerous phone calls regarding insufficient paperwork and/or incorrect amounts for license payments
- Permit Applications – Parade, Road Race ect

- Processing paperwork for alcohol licenses
- Checking turn on list from utilities and contacting businesses that have not purchased business licenses
- Checking all businesses for delinquent city and county personal property taxes prior to accepting payments for licenses
- Researching state license requirements for businesses
- Updating spread sheets regarding business licenses, number of employees, E-Verify #'s etc.
- Applications for PTVR registrations
- Communicating with Tyler regarding problems and additional features that we need
- Preparing to mail out 2019 license for those who have renewed
- Preparing to mail out invoices for 2019 business/alcohol licenses not paid
- Issuing permits for Building, Electrical, Plumbing and HVAC
- Scheduling inspections for contractors.
- Entering district data into the property system for reports.
- Preparing agenda items for Planning & Zoning and Historic Preservation Meetings.
- Scheduling Planning and Zoning and Historic Preservation meetings and attending
- Taking minutes for Planning & Zoning and Historic Preservation meetings and preparing them
- Taking and recording complaints.
- Researching Zoning Inquiries.
- Responding online inquiries.
- Cleaning up expired permits.
- Preparing and reviewing permits for Bureau Veritas Billing
- Entering data for inspections being done into Blue Prince software
- Testing new Energov Software for Permitting and Business license
- Working on mapping document for Energov
- Inspecting and processing nuisance housing projects – see attached.

### **City Marshal:**

- Patrolled city daily.
- Removed 54 signs from road way.
- 162 repair /cleanup orders and Re-inspections
- Transported city funds for deposit to banks daily.
- Investigated 3 utility tampering and theft cases. (5 citations issued)
- Represented city in Municipal Court.

### **Historic Preservation Commission:**

Request for COA – 308 South Broad St – tabled

Request for COA – 212 Walton St – COA Granted

Request for COA – 100 South Broad St – COA Granted

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**Planning Commission:**

Request for Rezone – 215 Breedlove Dr –Recommend Approval

Request for COA – 2040 West Spring St – Approved with conditions

Request for COA – 600 South Broad St – Recommend denial

Request for Rezone – 1600 East Church St – Recommend Approval w/conditions



DEMOLITION AND CLEANUP			
ADDRESS	OWNER	DISPOSITION	NOTES
2016			
203 Bold Springs Ave	Bobby Carrell	Corp. building demolished.	Negotiated removal of the Corp. building by Dec. 15. The Rock Gym will be addressed in 2017. The remainder of the buildings will be secured from entry. No action taken on securing the buildings or the Rock Gym 02-17-17. This case to be escalated to ensure compliance. <b>Owner to provide plan for disposal of demo debris and securing of the buildings by 03-03-17. Never done. Debris pile burned 4-21-17. Burned debris still not removed 05-10-17. A new case will be established without regard to any previous negotiations.</b>
339 N. Madison Ave	Scott Collins	Property under contract. New owner to remodel. Sale to remodeler fell through. Case proceeding as originally intended.	No response sent to Attorney's office
408 Ash St	Arnold prop.	Trash being removed via dumpsters	Property cleanup underway. Legal action postponed as long as progress is being made.
410 Ash St	Arnold prop.	Trash being removed via dumpsters	Property cleanup underway. Legal action postponed as long as progress is being made.
412 Ash St	Arnold prop.	Trash being removed via dumpsters	Property cleanup underway. Legal action postponed as long as progress is being made.
510 Harris St	Premier Property Ventures LLC	Legal service underway	No response sent to Attorney's office
514 Harris St	Henry Albert Jackson Jr. c/o Mattie Bates	Legal service underway	No response sent to Attorney's office
1101 S. Madison Ave	Gaynor Bracewell	Legal service underway	Notice sent late 11-21-16
2017			
525 N. Broad St.	Matthew Kuruvilla	Pending Demo Memo and response 01-30-17	Exhibit "A" and pictures prepared. 30 days to respond. Owner has decided to demolish the building and The convenience store and redevelop the property in light of the Cities North Broad St. Project. Entered into agreement to remove in 60 Days from 02-06-17. <b>No action taken to this point. 04-13-17 Case to be forwarded to the City attorney. Demolition permit purchased 06-06-17. Demolition completed on structure. consent agreement is incomplete. Renewing action to ensure completion. Demolition complete.</b>
400 Mill St.	CMA Development, LLC	Documenting deficiencies and Renewing case	Exhibit "A" and pictures prepared. 30 days to respond <b>Demolition permit purchased 04-10-17 Demolition complete</b>
421 Ash St.	Charlie and Tessie Ann Clark	Documenting deficiencies and Renewing case. Tack service to original owner. 04-10-17 Discovered that property was acquired by Michael Reese 03-07-17. We will have to add or substitute him as the defendant.	Exhibit "A" and pictures prepared. 30 days to respond. <b>The case is going to court in May. New owner Michael Reese, who purchased in March at the tax sale is the current defendant and has been served. Reese indicated the original owners do not want to release redemption rights so the case will proceed as intended.</b>
317 S. Madison Ave	Rivermeade Rentals / Hope Monroe	Demo Memo sent	Exhibit "A" and pictures prepared. 30 days to respond. <b>Hope Monroe LLC Purchased a demolition permit. Demolition date is pending. Demolition Complete.</b>
513 Roberts St.	Ada Lou Etchison / John Brown	Demo Memo sent / 04-07-17 Owner wants to enter into a consent order for demolition by the City. He cannot afford and is physically unable to remove the structure himself.	Exhibit "A" and pictures prepared. 30 days to respond. <b>The owner has responded and is willing to sign off on a consent order allowing the City to remove the structure. He states he has neither the means or physical ability to do so this himself. Consent order to allow demolition by the City.</b>
410 Ash St	Arnold prop.	Progress being made defacto land fill being removed.	permits pulled, clean up and <b>demolition underway. Demolition complete</b>
412 Ash St	Arnold prop.	Progress being made defacto land fill being removed.	permits pulled, clean up and <b>demolition underway. Demolition complete</b>
Colley St.	Colley Davis LLC	Gryffon investments pulled permit 03-28-17. Being removed 04-10-17	Demolition complete cleanup and grassing underway. <b>Demolition complete</b>
Colley St.	Colley Davis LLC	Gryffon investments pulled permit 03-28-17. Being removed 04-10-17	Demolition complete cleanup and grassing underway. <b>Demolition complete</b>
Colley St.	Colley Davis LLC	Gryffon investments pulled permit 03-28-17. Being removed 04-10-17	Demolition complete cleanup and grassing underway. <b>Demolition complete</b>
Bell St.	Colley Davis LLC	Gryffon investments pulled permit 03-28-17	Demolition complete cleanup and grassing underway. <b>Demolition complete</b>
Bell St.	Colley Davis LLC	Gryffon investments pulled permit 03-28-17	Demolition complete cleanup and grassing underway. <b>Demolition complete</b>

410 Davis St.	Open Wells LLC	Gryffon investments pulled permit 03-28-17	block building to be removed. <b>Demolition complete.</b>
830 HWY 138	Liberty First Bank	Demo Memo sent. <a href="#">Demo permit pulled / possible training burn for the FD</a>	House address is 319 Carwood Dr. <b>This property is to be used in a training burn 04-28-17. Demolition complete.</b>
830 HWY 138	Liberty First Bank	additional structure being discussed for demolition. Lee Garrett has committed to addressing the additional structures and the open well on site.	Structures located at the end of Reed St.
339 N. Madison Ave.	Hope Monroe	Substitution of defendant from Scott Collins to Bill Shea then to Hope Monroe.	City seeking consent order. Hope Monroe negotiating for purchase and rehab. Awaiting purchase by Hope Monroe LLC, with a commitment to properly rehab the property. <b>To be rehabed by Hope Monroe LLC. No action to date, 06-06-17. Still no progress 09-14-17 referred to attorneys for further action. This property is currently (09-25-17) being slated for demolition by Hope Monroe in order to build a new home in its place.</b>
1101 S. Madison Ave	Bill Shea	Substitution of defendant from Gaynor Bracewell	City Seeking consent order. Consent order signed 04-13-17 with 120 days to rehab'd or demolished or after 150 days the City will Remove the structure. Currently under stop work order due to damaged asbestos siding for an environmental assesment. <b>Owner attempting repairs to current code standards per consent agreement within 120 days. August 2017. Deadlines not met. The city will demolish this structure after securing an order from the Municipal court judge.</b>
510 Harris St	Premier Property Ventures LLC	Legal service underway. Completed and heard in court.	No response sent to Attorney's office. Order to demolish obtained from Judge Samuels. <b>Demolition complete</b>
514 Harris St	Henry Albert Jackson Jr. c/o Mattie Bates	Legal service underway. Completed and heard in court.	No response sent to Attorney's office. Order to demolish obtained from Judge Samuels. <b>Demolition complete</b>
203 Bold Springs Ave	Bobby Carrell	Securing of Elem. School next step. Rock Gym is waiting for investor. Roof to be removed.	Negotiated removal of the Corp. building by Dec. 15, 2016. The Rock Gym will be addressed in 2017. The remainder of the buildings will be secured from entry. No action taken on securing the buildings or the Rock Gym 02-17-17. This case to be escalated to ensure compliance. <b>Owner to provide plan for disposal of demo debris and securing of the buildings by 03-03-17. Never done. Debris pile burned 4-21-17. Burned debris still not removed 05-10-17. A new case will be established without regard to any previous negotiations. No response yet. Sent to city attorneys for processing. Defendant had the date changed because it conflicted with a trip he had planned. Solicitor, code office and the court had no knowledge of the change. Found out when a courtesy call to the defendant to appear was made.</b>
417 Shamrock Dr.	Sadie Thornton	Held up by legal. Nuisance needs to be abated. Investigations have concluded. New investigations have arisen.	Owner desires to remove the nuisance. We need an order from the court for nuisance abatement. <b>Working on a consent order to demolish as soon as new investigations are complete. Consent order in place awaiting completion of investigations or deadline whichever is first.</b>
123 W. Marable St.	Sierra Hester	demo memo sent.	awaiting response to demo memo. <b>The owner expressed the intent to demolish the structure. Demolition complete.</b>
706 Marable St.	Bobby Carrell	demo memo sent.	awaiting response to demo memo. <b>No response yet. Sent to city attorneys for processing. Supposed to be in court 08-31-17. Defendant had the date changed because it conflicted with a trip he had planned. Solicitor, code office and the court had no knowledge of the change. Found out when a courtesy call to the defendant to appear was made.</b>
203 Bold Springs Ave	Bobby Carrell Corp building	Training burn, Debris never remove 09-25-17	Corps building burned debris and foundation remain. Nuisance building abated. Subsequent owner to remove debris and foundation.







**ECONOMIC  
DEVELOPMENT  
MONTHLY REPORT  
JANUARY  
2019**

## Economic Development January Report:

- Major Humphrey's crowdfunding campaign reached its goal
- Young Gamechangers participants announced; initial introduction to Monroe will be 1/31-2/1/2019
- Update to [www.monroedowntown.com](http://www.monroedowntown.com) is underway
- Current Downtown Development Revolving Loan Fund projects:
  - Your Pie (GCF - to close in January)
  - LR Burger (DCA/GCF combined)
  - Walton Mill (DCA - pending full application)
  - 110 & 114 W Spring Street (DCA/GCF combined - pending full application)
  - John's Supermarket (DCA/GCF combined - Initial Project Assessment stage)
  - 320 S. Madison Ave. (DCA/GCF combined - Initial Project Assessment stage)
- 2019 Event Calendar - Dock Dogs in April, Monroe Flower Festival in June, new bands for concert series, Antiques weekend - event card will be ready by month end

### Ongoing ED projects:

- RDF - livery stable renovation - complete, payments to begin upon issuance of final certificate of occupancy
- CHIP grant - 4 homes completed; 2 more scheduled for renovation
- DCA Main Street compliance
- Visitors Center - additional receptionist hired to staff VC
- The Local Crowd Monroe - crowdfunding tool, [www.fundmonroe.com](http://www.fundmonroe.com)

### Upcoming Events:

Annual Downtown Celebration, Tuesday - January 29th, Wayfarer Livery Stable

Young Gamechangers Welcome dinner, Thursday - January 31st , Wayfarer Livery Stable



**To:** City Council

**From:** Patrick Kelley

**Department:** Planning, Zoning and Code

**Date:** 10-30-18

**Description:** Rezone request for 1600 E. Church St. from PCD to PRD  
 FKA: Brookland Commons / Currently known as Charleston Manor.  
 The developer desires to reconfigure the Commercial office space infrastructure to accommodate single family home development in the same manner as the original single family parameters from the original design. They also wish to include an amenities package with green space, a clubhouse, swimming pool, tennis courts, half-court basketball, a pickle ball court and a playground. This area will also house the Cluster box unit for mail for the entire project. Example elevations are included with the request.

**Budget Account/Project Name:** NA

**Funding Source:** 2018 NA

**Budget Allocation:** NA

**Budget Available:** NA

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

**Recommendation:** *Approval*

**Background:** This property is a long standing defunct planned development with infrastructure in place. This property was originally rezoned to a planned commercial district but would have more readily conformed to planned residential. In order to encourage the buildout of this property the owners are requesting a rezone to allow for reconfiguration of the area which was previously designed for a combination of retail/ office and single family attached townhomes.

**Attachment(s):** See remainder of this file below.

**October 23, 2018**

**Petition Number:** 18-00479  
**Applicant:** KFB Enterprises  
**Location:** 1600 East Church Street  
**Proposed Zoning:** PRD  
**Existing Zoning:** PCD  
**Acreage:** Total acreage 43.42 AC  
**Proposed Use:** Residential

**CODE ENFORCEMENT STAFF RECOMMENDATION**

Approve  
 Deny  
 Approve with recommended conditions

- (a) The applicant, KFB Enterprises, Inc. request a rezone for property located at 1600 East Church Street. The project has approximately 794.6 ft of road frontage on East Church Street. The property consists of 43.42 ac. The recommendation of the Code Department is for Approval.
- (b) The Property is presently zoned PCD
- (c) The requested zoning classification is PRD
- (d) The requested zoning will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- (e) The change of zoning will not adversely affect the existing and adjacent property.
- (f) The subject property does have restricted economic use as currently zoned.
- (g) The change of zoning will not cause an excessive or burdensome use of existing street, transportation facilities, utilities or schools.
- (h) The Future Land Use Plan indicates the property should be Residential.

Recommended conditions:

# RE-ZONING REQUEST ALL TYPES



215 North Broad Street  
 Monroe, GA 30655  
 CALLFORINSPECTIONS  
 770-207-4674 ... Phone  
 dadkinson@monroega.gov

94

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	ISSUED BY
18-00479	10/19/2018	\$ 0.00	\$ 100.00	adkinson

NAME + ADDRESS	LOCATION	1600 E Church St Monroe, GA 30655	USEZONE	PCD	FLOODZONE	No
			PN	M0024-154-000		
	CONTRACTOR	K F B ENTERPRISES	SUBDIVISION			
			LOT			
			BLOCK	0		
			UTILITIES...			
		P O Box 122 Conyers GA 30012	Electric			
			Sewer			
			Gas			
OWNER	K F B ENTERPRISES,		PROJECTID#	1600EChurchSt-18101 9-1		
		P O Box 122 Conyers GA 30012	EXPIRATIONDATE:	12/31/2018		

## CHARACTERISTICS OF WORK

### DESCRIPTION OF WORK

REQUEST FOR REZONE FROM PCD TO  
 PRD-P&Z MTG 11/20/18 @ 5:30  
 PM-COUNCIL MTG 12/11/18 @ 6:00 PM 215  
 N BROAD STREET

### NATURE OF WORK

Other

### CENSUS REPORT CODE

875 - \* Re-Zoning Request

### DIMENSIONS

	#STORIES	
SQUAREFOOTAGE		Sq. Ft.
	#UNITS	
SINGLE FAMILY ONLY		
	#BATHROOMS	
	#BEDROOMS	
	TOTAL ROOMS	


## NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months, or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

  
 \_\_\_\_\_  
 Signature of Contractor or Authorized Agent

10-19-18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Approved By

10-19-18  
 \_\_\_\_\_  
 Date

## MANAGE YOUR PERMIT ONLINE

### WEB ADDRESS

<http://BuildingDepartment.com/project>

### PERMIT NUMBER

18-00479

### PERMIT PIN

57186

**REZONE APPLICATION FORM**

PERMIT NUMBER \_\_\_\_\_

LOCATION 1600 East Church St. Monroe, GA 30655

COUNCIL DISTRICT: District 5 and 8

MAP NUMBER: M24 \_\_\_\_\_

PARCEL NUMBER: 154

PRESENT ZONING: PCD REQUESTED ZONING: PRD

ACREAGE 43.42 PROPOSED USE Single Family Residential

OWNER OF RECORD: KFB Enterprises, Inc.

ADDRESS: P.O. Box 122 Conyers, GA 30012

PHONE NUMBER 770-922-5445

The following information must be supplied by the applicant. (attach additional pages if needed)

ANALYSIS:

**1. A description of all existing uses and zoning of nearby property:**

The 43.42-acre subject property is located on the south side of Church Street (Georgia Highway 83). It is bordered on the west by the Carver Middle School campus and an undeveloped tract owned by Jack Sockwell III. It is bound on the south by Grubby Creek and on the east by the future home of Browns Hill Baptist Church. The subject property slopes gently to the south and is covered with a mix of pine and hardwood secondary growth.

The parcel is currently zoned PCD and lies within the city limits of Monroe.

Surrounding uses and zones are as follows:

North: R-1 and A-1 (County); Residential uses and Walker Baptist Church nearby

East: A-1 (County), Carver Middle School A-1

South: R-1 and A-1 (County), Undeveloped/ Housing

West: R-1; Future home of American Red Cross and Browns Hill Baptist Church

**2. Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification**

As it stands today, there is a very limited market for the commercial portion of the Planned Commercial Development. As a PCD, the commercial and residential are tied together in construction. Unfortunately, without rezoning the commercial to residential, it is highly unlikely this property would be developed due to the low demand for commercial at this property.

**3. The existing value of the property contained in the petition for rezoning under the existing zoning classification:**

It's our estimate, that with it's currently zoning, the value of the PCD would be \$3,200,000.

**4. The value of the property contained in the application for rezoning under the proposed zoning Classification:**

It's our estimate, that with the proposed zoning, the value of the PRD would be closer to \$4,300,000.

**5. A description of the suitability of the subject property under the existing zoning classification:**

The intent and overall design of the original PCD zoning was exciting. However, the timing of the original development, as well as the market conditions since that time have informed us that while the residential demand is rapidly expanding now, the commercial market is not for this location. With the PCD zoning requirements of concurrent construction, the building and carrying costs for commercial property with no foreseeable income are high hurdles to overcome for any builder and developer. As such, we believe that while the property is suitable for the existing zoning, the community and this property would be better served if this were re-zoned as a PRD.

**6. A description of the suitability of the subject property under the proposed zoning classification of the property:**

As a PRD, the only changes to the actual property would take place within two areas:

1. What is currently zoned as commercial, and
2. The townhouses just to the south of the commercial area

As such, everything south of the large open green space proposed in the property will remain the same.

Some changes will be required to the property if the rezoning request is approved.

The commercial site would be re-developed into two portions; an amenity package for the residents as well as converting the northeastern most portion of the property into single family houses. Due to the layout, the PRD would be the highest and best use as it allows construction of new homes that provide a great community while meeting all zoning and architectural requirements as put forth by the city.

**7. A description of any existing use of property including a description of all structures presently occupying the property:**

Currently, the property is unused, but does have roads, as well as water and sewer inlaid.



**8. The length of time the property has been vacant or unused as currently zoned:**

The property has sat vacant since it was foreclosed on in January of 2006.

**9. A detailed description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning classification:**

The property has been marketed for sale through various brokers with limited interest up until the past year and a half. During that time, we have received various inquiries, but none that were at market.

As recent as 3 months ago, we reached a deal with LGI, a national home builder expanding into this market. The property is currently under contract with LGI, pending certain conditions – including the successful re-zoning of this property to PRD from PCD.

**LEGAL DESCRIPTION OF PROPERTY**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 102, 103 & 107 OF THE 3<sup>RD</sup> DISTRICT OF WALTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE CENTERLINE OF YOUNG STREET AND THE SOUTHERN RIGHT-OF-WAY LINE OF GOOD HOPE ROAD (HAVING AN 80' RIGHT-OF-WAY), AKA CHURCH STREET, RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 77 DEGREES 04 MINUTES 21 SECONDS EAST A DISTANCE OF 735.78 FEET TO A 5/8" REBAR AND THE TRUE POINT OF BEGINNING.

RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 73 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 51.65 FEET TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY; RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 71 DEGREES 51 MINUTES 17 SECONDS EAST A DISTANCE OF 207.41 FEET TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY; RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 71 DEGREES 23 MINUTES 27 SECONDS EAST A DISTANCE OF 210.84 FEET TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY; RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 71 DEGREES 06 MINUTES 56 SECONDS EAST A DISTANCE OF 107.09 FEET TO A POINT ON SAID RIGHT-OF-WAY; RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 70 DEGREES 39 MINUTES 16 SECONDS EAST A DISTANCE OF 224.18 FEET TO A 1/2" REBAR ON THE SOUTHERN RIGHT-OF-WAY; RUN THENCE (LEAVING SAID RIGHT-OF-WAY) SOUTH 18 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 349.73 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 21 MINUTES 50 SECONDS EAST A DISTANCE OF 86.21 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 23 MINUTES 15 SECONDS EAST A DISTANCE OF 94.11 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 22 MINUTES 01 SECONDS A DISTANCE OF 113.92 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 25 MINUTES 39 SECONDS EAST A DISTANCE OF 50.20 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 17 MINUTES 47 SECONDS EAST A DISTANCE OF 99.87 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 20 MINUTES 20 SECONDS EAST A DISTANCE OF 50.12 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 27 MINUTES 23 SECONDS EAST A DISTANCE OF 49.88 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 17 MINUTES 22 SECONDS EAST A DISTANCE OF 49.95 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 30 MINUTES 49 SECONDS EAST A DISTANCE OF 50.14 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 11 MINUTES 06 SECONDS EAST A DISTANCE OF 49.88 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 49.98 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 14 MINUTES 26 SECONDS EAST A DISTANCE OF 50.13 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 17 DEGREES 43 MINUTES 01 SECONDS EAST A DISTANCE OF 6.65 FEET TO A 1/2" REBAR; RUN THENCE 18 DEGREES 29 MINUTES 44 SECONDS EAST A DISTANCE OF 48.32 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 21 MINUTES 13 SECONDS EAST A DISTANCE OF 54.99 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 23 MINUTES 00 SECONDS A DISTANCE OF 49.88 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 04 MINUTES 55 SECONDS EAST A DISTANCE OF 33.81 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 90.38 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 22 MINUTES 18 SECONDS EAST A DISTANCE OF 118.08 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 15 MINUTES 30 SECONDS EAST A DISTANCE OF 68.69 FEET TO A 3/4" REBAR; RUN THENCE SOUTH 18 DEGREES 19 MINUTES 56 SECONDS EAST A DISTANCE OF 104.53 FEET A DISTANCE OF 104.53 FEET TO AN AXEL; RUN THENCE SOUTH 18 DEGREES 19 MINUTES 56 SECONDS EAST A DISTANCE OF 140.27 FEET TO A POINT ON THE CENTERLINE OF GRUBBY CREEK, THE CENTER LINE OF SAID CREEK IS THE PROPERTY LINE; RUN THENCE THE FOLLOWING DISTANCES AND COURSES ALONG SAID CREEK:

SOUTH 79 DEGREES 11 MINUTES 13 SECONDS WEST A DISTANCE OF 15.61 FEET;  
SOUTH 80 DEGREES 55 MINUTES 53 SECONDS WEST A DISTANCE OF 61.66 FEET;  
NORTH 54 DEGREES 07 MINUTES 58 SECONDS WEST A DISTANCE OF 67.42 FEET;  
NORTH 65 DEGREES 59 MINUTES 31 SECONDS WEST A DISTANCE OF 38.60 FEET;  
NORTH 80 DEGREES 51 MINUTES 48 SECONDS WEST A DISTANCE OF 42.83 FEET;  
NORTH 86 DEGREES 38 MINUTES 30 SECONDS WEST A DISTANCE OF 38.40 FEET;  
SOUTH 48 DEGREES 55 MINUTES 37 SECONDS WEST A DISTANCE OF 47.62 FEET;  
NORTH 43 DEGREES 15 MINUTES 19 SECONDS WEST A DISTANCE OF 52.33 FEET;  
SOUTH 85 DEGREES 50 MINUTES 44 SECONDS WEST A DISTANCE OF 41.57 FEET;  
NORTH 43 DEGREES 12 MINUTES 00 SECONDS WEST A DISTANCE OF 31.33 FEET;  
SOUTH 84 DEGREES 40 MINUTES 42 SECONDS WEST A DISTANCE OF 80.97 FEET;  
SOUTH 68 DEGREES 01 MINUTES 56 SECONDS WEST A DISTANCE OF 44.77 FEET;  
SOUTH 53 DEGREES 59 MINUTES 04 SECONDS WEST A DISTANCE OF 57.63 FEET;  
NORTH 68 DEGREES 20 MINUTES 05 SECONDS WEST A DISTANCE OF 49.32 FEET;  
SOUTH 82 DEGREES 09 MINUTES 37 SECONDS WEST A DISTANCE OF 53.64 FEET;  
SOUTH 63 DEGREES 03 MINUTES 28 SECONDS WEST A DISTANCE OF 52.05 FEET;  
SOUTH 23 DEGREES 15 MINUTES 37 SECONDS EAST A DISTANCE OF 63.58 FEET;  
SOUTH 77 DEGREES 04 MINUTES 59 SECONDS WEST A DISTANCE OF 88.82 FEET;  
NORTH 86 DEGREES 42 MINUTES 52 SECONDS WEST A DISTANCE OF 29.85 FEET;  
SOUTH 73 DEGREES 15 MINUTES 31 SECONDS WEST A DISTANCE OF 60.75 FEET;  
SOUTH 44 DEGREES 13 MINUTES 29 SECONDS WEST A DISTANCE OF 28.31 FEET;  
SOUTH 30 DEGREES 54 MINUTES 22 SECONDS EAST A DISTANCE OF 49.61 FEET;  
SOUTH 43 DEGREES 26 MINUTES 20 SECONDS WEST A DISTANCE OF 38.32 FEET;  
SOUTH 18 DEGREES 29 MINUTES 43 SECONDS WEST A DISTANCE OF 27.48 FEET;  
SOUTH 05 DEGREES 07 MINUTES 26 SECONDS WEST A DISTANCE OF 56.00 FEET;  
SOUTH 49 DEGREES 34 MINUTES 54 SECONDS WEST A DISTANCE OF 81.81 FEET;

SOUTH 88 DEGREES 38 MINUTES 36 SECONDS WEST A DISTANCE OF 45.10 FEET;

SOUTH 32 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 45.03 FEET;

SOUTH 47 DEGREES 41 MINUTES 16 SECONDS WEST A DISTANCE OF 65.20 FEET;

TO A POINT; RUN THENCE NORTH 30 DEGREES 25 MINUTES 02 SECONDS WEST A DISTANCE OF 642.75 FEET TO A POINT; RUN THENCE NORTH 60 DEGREES 13 MINUTES 33 SECONDS EAST A DISTANCE OF 142.75 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 13 MINUTES 51 SECONDS WEST A DISTANCE 30.05 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 16 MINUTES 53 SECONDS WEST A DISTANCE OF 63.19 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 16 MINUTES 22 SECONDS WEST A DISTANCE OF 69.20 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 11 MINUTES 42 SECONDS WEST A DISTANCE OF 71.61 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 21 MINUTES 13 SECONDS WEST A DISTANCE OF 69.90 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 16 MINUTES 49 SECONDS WEST A DISTANCE OF 64.24 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 14 MINUTES 52 SECONDS WEST A DISTANCE OF 64.35 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 19 MINUTES 50 SECONDS WEST A DISTANCE OF 65.33 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 17 MINUTES 23 SECONDS WEST A DISTANCE OF 42.82 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 18 MINUTES 22 SECONDS WEST A DISTANCE OF 116.97 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 12 MINUTES 49 SECONDS WEST A DISTANCE OF 66.15 FEET TO A ½" REBAR; RUN THENCE NORTH 52 DEGREES 39 MINUTES 45 SECONDS EAST A DISTANCE OF 115.25 FEET TO A ½" REBAR; RUN THENCE NORTH 52 DEGREES 36 MINUTES 24 SECONDS EAST A DISTANCE OF 122.01 FEET TO A ½" REBAR; RUN THENCE NORTH 51 DEGREES 24 MINUTES 39 SECONDS EAST A DISTANCE OF 17.55 FEET TO A ½" REBAR; RUN THENCE NORTH 78 DEGREES 22 MINUTES 15 SECONDS EAST A DISTANCE OF 65.88 FEET TO A ½" REBAR; RUN THENCE NORTH 78 DEGREES 25 MINUTES 32 SECONDS EAST A DISTANCE OF 50.10 FEET TO A ½" REBAR; RUN THENCE NORTH 78 DEGREES 32 MINUTES 48 SECONDS EAST A DISTANCE OF 50.07 FEET TO A ½" REBAR; RUN THENCE NORTH 78 DEGREES 03 MINUTES 10 SECONDS EAST A DISTANCE OF 35.61 FEET TO A ½" REBAR; RUN THENCE NORTH 03 DEGREES 12 MINUTES 16 SECONDS WEST A DISTANCE OF 109.29 FEET TO A ½" REBAR; RUN THENCE NORTH 17 DEGREES 28 MINUTES 21 SECONDS WEST A DISTANCE OF 9.96 FEET TO A ½" REBAR; RUN THENCE NORTH 18 DEGREES 14 MINUTES 08 SECONDS WEST A DISTANCE OF 110.06 FEET TO A ½" REBAR; RUN THENCE NORTH 18 DEGREES 15 MINUTES 29 SECONDS WEST A DISTANCE OF 39.02 FEET TO A ½" REBAR; RUN THENCE NORTH 18 DEGREES 26 MINUTES 48 SECONDS WEST A DISTANCE OF 11.00 FEET TO A ½" REBAR; RUN THENCE NORTH 18 DEGREES 21 MINUTES 55 SECONDS WEST A DISTANCE OF 26.31 FEET TO A ½" REBAR; RUN THENCE NORTH 25 DEGREES 44 MINUTES 17 SECONDS WEST A DISTANCE OF 23.85 FEET TO A ½" REBAR; RUN THENCE NORTH 25 DEGREES 57 MINUTES 04 SECONDS WEST A DISTANCE OF 50.48 FEET TO A ½" REBAR; RUN THENCE NORTH 26 DEGREES 06 MINUTES 10 SECONDS WEST A DISTANCE OF 88.64 FEET TO A 5/8" REBAR AND THE TRUE POINT OF BEGINNING.

**THAT TRACT BEING 43.418 ACRES AS SHOWN ON A PLAT OF SURVEY PREPARED BY ALCOVY SURVEYING AND ENGINEERING, INC., RONALD CALVIN SMITH REGISTERED LAND SURVEYOR LICENSE NO. 2921, DATED JULY 28, 2017, FOR KFB ENTERPRISES.**

Wherefore, applicant prays that the procedures incident to the presentation of this petition be taken, and the property be rezoned accordingly.

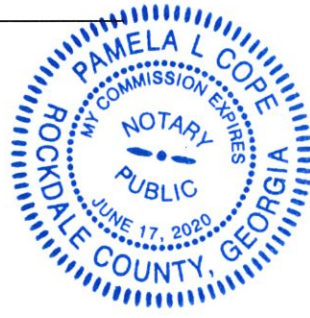
Owner of property: KFB Enterprises, Inc.  
Address: 1003 Institute St. Conyers, GA 30012  
Phone Number: 770-922-5445

Attorney/Agent Walter F. Barksdale  
Address P.O. Box 122, Conyers GA 30012  
Phone Number 404 310 6933 / 770 483 1407

Personally appeared before me the above applicant named Walter F. Barksdale who on oath says that he/she is the Agent for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Pamela L. Cope (Notary Public) 10.19.18 (Date)

My Commission Expires June 17, 2020





## Rezoning Application

Page five (5)

For any application for P, B-1, B-2, B-3 or M-1 districts the site plan shall identify: (circle the appropriate district applied for)

- the maximum gross square footage of building area
- the maximum lot coverage of building area
- the minimum square footage of landscaped area
- the maximum height of any structure
- the minimum square footage of parking and drive areas
- the proposed number of parking spaces

For any application for the R-1, R-1A, R-2 or MH districts the site plan shall additionally identify: (circle the appropriate district applied for) PRD

- the maximum number of residential dwelling units
- the minimum square footage of heated floor area for any residential dwelling unit
- the maximum height of any structure
- the minimum square footage of landscaped area
- the maximum lot coverage of building area
- the proposed number of parking spaces
- on all rezoning applications a revised site plan to be approved at a later date by the Mayor and City Council may be required
- yes  no Applicant site plan indicates a variance requested
- for any application for multi-family residential uses, the site plan shall also identify the maximum height of any structure, location of amenities, and buffer areas: and,
- any other information as may be reasonably required by the Code Enforcement Officer.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance as shown on the required site plan shall identify the variance(s) and identify for each variance shown the following information which shall confirm that the following condition(s) exist:

1. Any information which identifies that there are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.
2. Any information whereby a literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.
3. Any information supporting that granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.
4. Information clearly showing that the requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare.
5. Information that the special circumstances are not the result of the actions of the applicant.
6. A description of how the variance requested is the minimum variance that will make possible the legal use of the land, building, or structure in the use district proposed.
7. Information indicating the variance is not a request to permit a use of land, buildings, or structures, which are not permitted by right in the district involved.

Rezoning Application

Page six (6)

COMMENTS:

Thank you for taking the time to review our request for re-zoning. We believe that this course of action will be beneficial for the city of Monroe as it creates another desirable community within the city limits for future residents.

Disclosure of Campaign Contributions and/or gifts:

Each applicant has the duty of filing a disclosure report with the City if a contribution or gift totaling two hundred and fifty dollars (\$250.00) or more has been given to an official of the City of Monroe within the last two (2) years. The filing shall be within ten (10) days after the application is made, and in the case of a supporter or opponent, filing shall be at least five (5) days before the first public hearing.

I hereby withdraw the above application: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 11/27/17



## Charleston Manor

### A Master Planned Residential Development

#### General Description

The rezoning request for the subdivision f/k/a Brookside Commons, parcel number M0240154 will include rezoning the Planned Commercial Development to a Planned Residential Development, whereby the commercial land abutting Church Street, will be rezoned to accommodate single family detached homes as well as the amenities for the subdivision. Additionally, the attached homes (townhomes) would be rezoned for single family detached homes as well. Both the commercial and former townhouse areas would be built under the same guidelines as required in the existing single family detached zoning portion of the existing Planned Commercial Development.

The 43.418-acre subject property is located on the south side of Church Street Georgia Highway 83). It is bordered on the west by the Carver Middle School campus and an undeveloped tract owned by Jack Sockwell, III. It is bound on the south by Grubby Creek and on the east by the future home of Browns Hill Baptist Church. The subject property slopes gently to the south and is covered with a mix of pine and hardwood secondary growth.

#### Existing Zoning and Surroundings

The parcel is currently zoned PCD and lies within the city limits of Monroe.

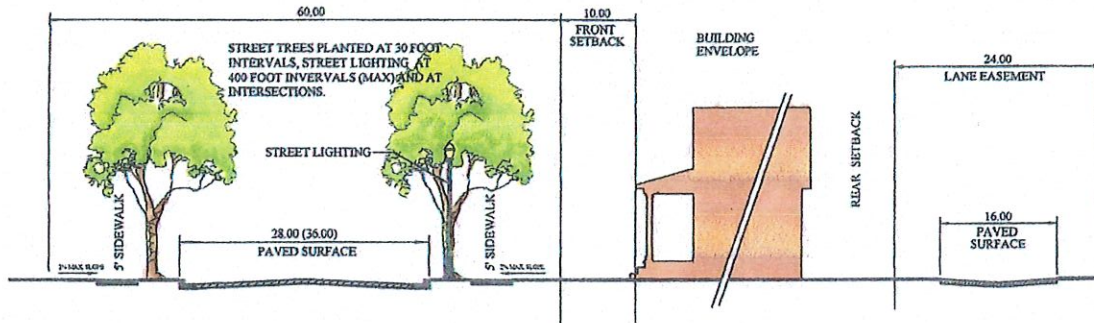
Surrounding uses and zones are as follows:

North:	R-1 and A-1 (County); Residential uses and Walker Baptist Church nearby
East:	A-1 (County), Carver Middle School A-1
South:	R-1 and A-1 (County), Undeveloped/ Housing
West:	R-1; Future home of American Red Cross and Browns Hill Baptist Church

#### Proposed Zoning and Use

The petitioner proposes to develop this parcel under the PRD (Planned Residential Development) zoning classification. The plan consists of a traditional neighborhood development with two entrances into the development from Church Street. Amenities will be located at the northern most portion of the development abutting Church Street. A green space is proposed between the amenities and the houses south of the amenities.

Residential buildings consist of single-family detached homes (see plan for locations). The minimum livable area of each home will be in accordance with Article VII of the City of Monroe Zoning Ordinance. The style of all structures will be similar to the local southern vernacular architecture. Building materials will consist of brick, stone, stucco, wooden or (Hardi-Plank) siding, and trim. An exterior color palette for all buildings will be included in the development documents and covenants to ensure a cohesive and pleasing color scheme.



**STREET CROSS SECTION (60' R/W)**

NOT TO SCALE

Streets within the development have been designed for the pedestrian as well as for the automobile. All streets include a 5-foot-wide concrete sidewalk on both sides of the street.

Street trees are proposed to be planted at 30-foot intervals and will be planted between the curb and the sidewalk. The variety of the trees will be chosen at the construction plan stage of the development, but only shade trees suitable for this use will be specified.

Garages and parking areas for many homes will be accessed by a 16-foot wide paved service lane located behind the homes. The configuration prevents numerous driveway curb-cuts and front entry garages.

### **Open Space and Buffers**

A village green and park are located in the central portion of the development behind and adjacent to the amenities. Surrounded by houses overlooking the village green, this park will serve as the centerpiece and unifying element of the development. Uses permitted within the park include passive recreation areas with paved walking paths and benches.

Community open space located along Grubby Creek will be accessed from two points from the street running parallel to the creek. A nature trail is proposed to run along the creek. No vehicular traffic will be permitted in this area. Total open space consists of 12.026 acres or 28% of the tract.

### **Water Use**

Water service will be provided by the City of Monroe.

### **Sewage Disposal**

Sewage disposal will be provided by the City of Monroe.

### Storm Water Detention

Stormwater runoff will travel as sheet flow until it is collected in natural and improved swales and/or drainage structures and directed to the flood plain along Grubby Creek.

### Trash Disposal

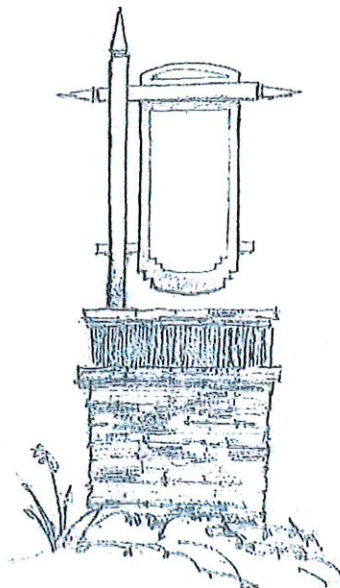
Trash receptacles will be provided in the amenity area of the development. These receptacles will be screened from view by a combination of masonry and wooden walls as well as landscape screening.

### Development Standards

All development shall be in accordance with City of Monroe standards unless specifically addressed on the plan and this narrative. Protective covenants governing construction standards and maintenance will be recorded at a later date.

### Signs

Two project identity signs are proposed at the entry points into the project. The signs, including the structure on which it is mounted will be no taller than 12 feet with a surface area of no more than 36 sq. ft. and will be in accordance with Article XII of the City of Monroe Zoning Ordinance.



**Project Data, Notes and Development Standards**

<b><u>Total Land Area</u></b>	43.418 Acres
Land Designated as Public or Community Use	
Common Areas	8.390 Acres, (19.3%)
Amenity Area	2.408 Acres, (4.7%)
Village Green	1.228 Acres, (2.8%)
Street Rights-of-Way	7.701 Acres, (17.7%)
Total:	19.727 Acres, (45.4%)

Note: There is a total of 0.783 acres of proposed public property to be encumbered by proposed utility easements.

Total Single Family Detached Lots: 122

**Parking Provisions**

Each Single-family residence will have a minimum of 2 off-street parking spaces. In addition, residential streets will provide parallel parking on one side.

Amenity Parking, proposed: 55 Spaces

**Development Standards for Single Family Lots**

Number of Single Family Detached Lots:	122
Front Entry Lots -	20
Rear Entry Lots -	102
Maximum Lot Coverage:	65%
Frontage (excluding inside curve lots):	50 feet
<b>Setback:</b>	
Front -	10 feet
Side -	4 feet
Rear, typical -	12 feet
Rear, Lots that back up the property perimeter -	24 feet
Minimum Heated Area (square feet):	1,600
Maximum Height:	30 feet
Lot Size Minimum (square feet):	4,500
<b>Minimum Landscaping per lot (sq. ft.)</b>	<b>2,000</b>

**Lot Distribution, Blocks**

Block A:	22
Note: Prior Townhome Lots A1–A7 are now Lots A1-A4	
Block B:	14
Block C:	29
Note: Prior Townhome Lots C21-C26 are now Lots C21-C23	
Block D:	23
Block E:	28
Note: Prior Townhome Lots E1-E11 are now Lots E1-E6	
Block H (Prior Commercial Lot H1):	6
TOTAL:	122



Date: October 18, 2018

In Re: Utilities

To Whom It May Concern:

The City of Monroe offers five different utilities in our service territory. The five utilities are: electricity, natural gas, water, wastewater and telecommunication.

The utilities checked below are available at 1600 E Church Street, in the City of Monroe, Georgia.

- ELECTRICITY
- NATURAL GAS
- WATER
- WASTEWATER
- TELECOMMUNICATION

Please contact our office for any additional information needed. We look forward to serving your utility needs.

*Vashon T. Hill*

\_\_\_\_\_  
City of Monroe

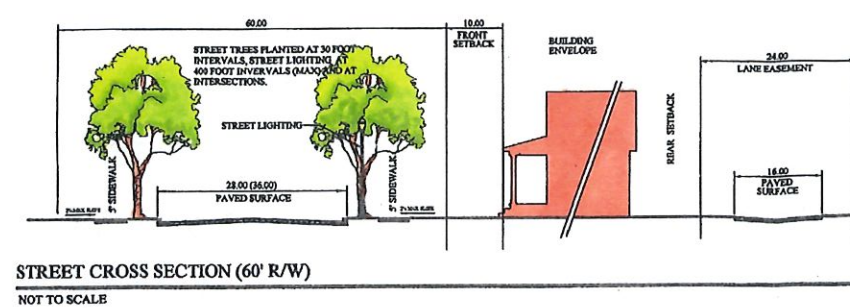
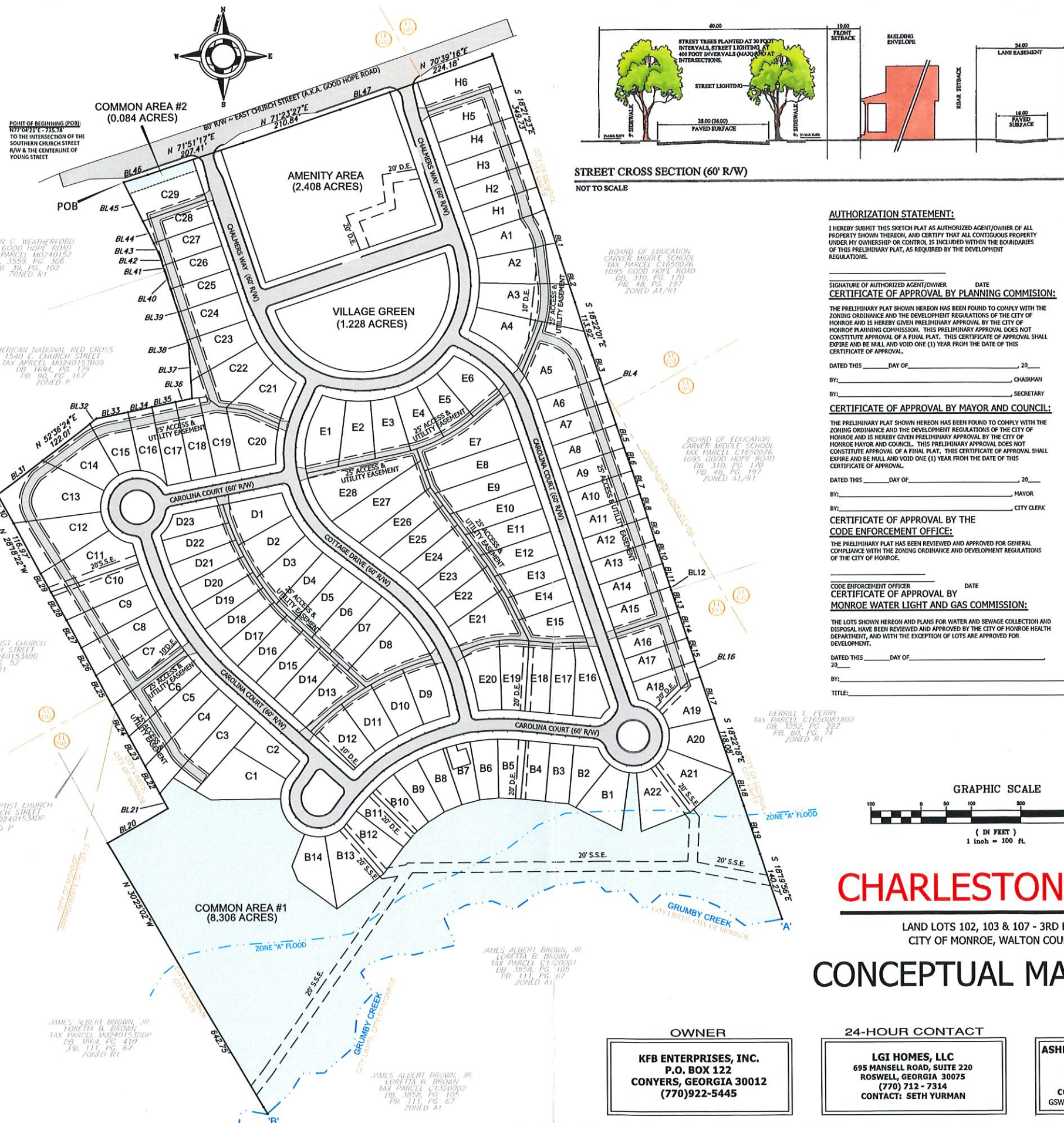
**NOTICE TO THE PUBLIC  
CITY OF MONROE**

**A petition has been filed with the  
City of Monroe requesting the  
property at 1600 East Church Street,  
to be rezoned from PCD to PRD  
A public hearing will be held before  
the Monroe Planning and Zoning  
Commission at City Hall at 215 N. Broad  
Street on November 20, 2018  
at 5:30 P.M. All those having an  
interest should be present to voice  
their interest.**

**A petition has been filed with the  
City of Monroe requesting the  
property at 1600 East Church Street  
to be rezoned from PCD to PRD  
A public hearing will be held before  
The Mayor and City Council  
at the City Hall at 215 N. Broad Street  
on December 11, 2018  
at 6:00 P.M. All those having an  
interest should be present to voice  
their interest.**

**PLEASE RUN ON THE  
FOLLOWING DATE:**

**November 4, 2018**



**BOUNDARY LINE CHART #1**  
(CREEK CALLS POINT 'A' TO 'B')

Bearing	Distance
S 79° 11' 13" W	15.61'
S 80° 55' 53" W	61.66'
N 54° 07' 58" W	67.42'
N 65° 59' 31" W	38.60'
N 80° 51' 48" W	47.83'
N 86° 38' 30" W	38.40'
S 48° 55' 37" W	47.62'
N 43° 15' 19" W	52.33'
S 85° 50' 44" W	41.57'
N 43° 12' 00" W	31.33'
S 84° 40' 42" W	80.97'
S 68° 01' 56" W	44.77'
S 53° 59' 04" W	57.63'
N 68° 20' 05" W	49.32'
S 82° 09' 37" W	53.64'
S 63° 03' 28" W	52.05'
S 23° 15' 37" E	63.58'
S 27° 04' 59" W	88.82'
N 86° 42' 52" W	29.85'
S 73° 15' 31" W	60.75'
S 44° 13' 29" W	28.31'
S 30° 54' 22" E	49.61'
S 43° 26' 20" W	38.32'
S 18° 29' 43" W	27.48'
S 05° 07' 26" W	56.00'
S 49° 34' 54" W	81.81'
S 88° 38' 36" W	45.10'
S 32° 03' 08" W	45.03'
S 47° 41' 16" W	65.20'

**BOUNDARY LINE CHART #2**

Line	Bearing	Distance
BL1	S 18° 21' 50" E	86.21'
BL2	S 18° 23' 15" E	94.11'
BL3	S 18° 25' 39" E	50.20'
BL4	S 18° 17' 47" E	99.87'
BL5	S 18° 20' 20" E	50.12'
BL6	S 18° 27' 23" E	49.88'
BL7	S 18° 17' 22" E	49.95'
BL8	S 18° 30' 49" E	50.14'
BL9	S 18° 11' 06" E	49.88'
BL10	S 18° 25' 13" E	49.98'
BL11	S 18° 14' 26" E	50.13'
BL12	S 17° 43' 01" E	6.65'
BL13	S 18° 29' 44" E	48.32'
BL14	S 18° 21' 13" E	54.99'
BL15	S 18° 23' 00" E	49.88'
BL16	S 18° 04' 55" E	33.81'
BL17	S 18° 25' 52" E	90.38'
BL18	S 18° 15' 30" E	68.69'
BL19	S 18° 19' 56" E	104.53'
BL20	N 60° 13' 33" E	142.75'
BL21	N 28° 13' 51" W	35.05'
BL22	N 28° 16' 53" W	63.19'
BL23	N 28° 16' 22" W	69.20'
BL24	N 28° 11' 42" W	71.61'
BL25	N 28° 21' 13" W	69.90'
BL26	N 28° 16' 49" W	64.24'
BL27	N 28° 14' 52" W	64.35'
BL28	N 28° 19' 50" W	65.33'
BL29	N 28° 17' 23" W	42.82'
BL30	N 28° 12' 49" W	66.15'
BL31	N 52° 39' 45" W	115.25'
BL32	N 51° 24' 39" E	17.55'
BL33	N 78° 22' 15" E	65.88'
BL34	N 78° 25' 32" E	50.10'
BL35	N 78° 32' 48" E	50.07'
BL36	N 78° 03' 10" E	35.61'
BL37	N 03° 12' 16" W	109.29'
BL38	N 17° 28' 21" W	9.96'
BL39	N 18° 14' 08" W	110.06'
BL40	N 18° 15' 29" W	39.02'
BL41	N 18° 26' 48" W	11.00'
BL42	N 18° 21' 55" W	26.31'
BL43	N 25° 44' 17" W	23.85'
BL44	N 25° 57' 04" W	50.48'
BL45	N 26° 06' 10" W	88.64'
BL46	N 23° 09' 28" E	51.65'
BL47	N 71° 06' 56" E	107.09'

**GENERAL NOTES:**

EXISTING ZONING: PCD PLANNED COMMERCIAL DISTRICT  
 PROPOSED ZONING: PRD PLANNED RESIDENTIAL DISTRICT

**BOUNDARY DATA:**  
 PROPERTY CONTAINS 43.418 ACRES AND IS LOCATED IN LAND LOTS 102, 103, & 107 OF 3RD DISTRICT WITHIN CITY OF MONROE, WALTON COUNTY, GEORGIA. BOUNDARY AND RIGHT-OF-WAY INFORMATION OBTAINED FROM A BOUNDARY SURVEY PREPARED BY ALCOVY SURVEYING AND ENGINEERING, INC. FOR KFB ENTERPRISES (DATED JULY 28, 2017).

TAX ID NUMBER: M0240154  
 PROPERTY ADDRESS: 1600 E CHURCH STREET

**DEVELOPMENT STANDARDS:**  
 FRONT SETBACK: TEN FEET (10') FROM PUBLIC R/W  
 SIDE SETBACK: SIX FEET (6')  
 REAR SETBACK: TWELVE FEET (12')  
 BOUNDARY SETBACK: TWENTY-FOUR FEET (24')  
 FRONTAGE (MINIMUM): FIFTY FEET (50')

MAXIMUM NUMBER OF RESIDENTIAL DWELLING UNITS: 122  
 FRONT ENTRY LOTS: 20  
 REAR ENTRY LOTS: 102  
 MINIMUM DWELLING SIZE, HEATED: 1,600 SQUARE FEET  
 MAXIMUM LOT COVERAGE: 65%  
 STRUCTURE HEIGHT, MAXIMUM: THIRTY FEET (30')  
 LOT SIZE, MINIMUM (SQUARE FEET): 4,500 SQUARE FEET

**DENSITY:**  
 122 UNITS / 43.418 ACRES = 2.81 UNITS / ACRE

LAND AREA: LAND DESIGNATED AS PUBLIC OR COMMUNITY USE: 8.390 ACRES (19.3%)  
 COMMON AREA: 2.408 ACRES (4.7%)  
 VILLAGE GREEN: 1.228 ACRES (2.8%)  
 STREET RIGHTS-OF-WAY: 2.701 ACRES (17.7%)  
 TOTAL OPEN SPACE: 12.816 ACRES (27.7%)  
 TOTAL PUBLIC/COMMUNITY AREAS: 19.927 ACRES (45.4%)

NOTE: THERE IS A TOTAL OF 0.783 ACRES OF PROPOSED PUBLIC PROPERTY TO BE ENCUMBERED BY PROPOSED UTILITY EASEMENTS.

**PARKING PROVISIONS:**  
 EACH SINGLE FAMILY RESIDENCE WILL BE REQUIRED TO PROVIDE A MINIMUM OF 2 OFF-STREET PARKING SPACES. IN ADDITION, RESIDENTIAL STREETS WILL PROVIDE PARALLEL PARKING ON ONE SIDE.  
 AMENITY PARKING, PROPOSED: 55 SPACES

**ADDITIONAL PROPERTY CONDITIONS:**  
 1. A TEN FOOT (10') WIDE DRAINAGE EASEMENT IS CENTERED ON ALL INTERIOR PROPERTY LINES.  
 2. A PORTION OF THIS PROPERTY LIES WITHIN A DESIGNATED FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MAP PANEL NO. 1329700145D, DATED 5/18/2009.  
 3. ALL GREEN SPACE AND STORMWATER DETENTION FACILITIES ARE TO BE DEDICATED TO THE FUTURE HOMEOWNERS ASSOCIATION.  
 4. ALL STORM DRAINS AND RELATED FACILITIES WITHIN THE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE CITY OF MONROE. ALL OTHERS SHALL BE MAINTAINED BY THE APPLICABLE PROPERTY OWNER WHOSE PROPERTY IS TRAVERSED BY THE STORM DRAINAGE SYSTEM.  
 5. PUBLIC UTILITIES:  
 WATER - CITY OF MONROE  
 SEWER - CITY OF MONROE  
 ELECTRIC & GAS - MONROE WATER, LIGHT & GAS  
 6. ALL PRD REQUIREMENTS WILL BE ADHERED TO AS PASSED, INCLUDING THE PENDING DEVELOPER'S AGREEMENT.  
 7. THERE ARE NO KNOWN LANDFILLS ON THE SUBJECT PROPERTY.  
 8. THERE ARE NO KNOWN BEACHES AREAS ON THE SUBJECT PROPERTY.  
 9. INTERNAL CIRCULATION - ALL STREETS INCLUDE A FIVE FOOT (5') CONCRETE SIDEWALK ON BOTH SIDES OF THE STREET.  
 10. LANDSCAPING - STREET TREES ARE PROPOSED TO BE PLANTED AT THIRTY FOOT (30') INTERVALS BETWEEN THE CURB AND SIDEWALK ON BOTH SIDES OF THE STREETS. TWO (2) TWO INCH (2") CALIPER TREES WILL BE INSTALLED ON EACH LOT. FURTHERMORE, A MINIMUM OF TWO THOUSAND SQUARE FEET OF LANDSCAPING AND SOOLED FRONT & SIDE YARDS (DISTURBED AREAS ONLY) WILL BE REQUIRED FOR EACH LOT.  
 11. GRADING - THE SITE HAS BEEN PRE-GRABBED BY THE ORIGINAL DEVELOPER. INTERMEDIATE GRADING WILL BE PERFORMED TO ACCOMMODATE THE PROPOSED HOUSE FOUNDATIONS AND THE REQUIRED DRAIN SPACE LOOK.  
 12. LIGHTING - STREET LIGHTS WILL BE REQUIRED WITHIN THIS SUBDIVISION.  
 13. BARRIAGE - STORMWATER RUNOFF WILL TRAVEL AS SHEET FLOW UNTIL IT IS COLLECTED IN NATURAL AND IMPROVED SWALES AND/OR DRAINAGE STRUCTURES AND DIRECTED TO THE FLOOD PLAIN ALONG GRUBBY CREEK.  
 14. AMENITIES - AN AMENITY AREA HAS BEEN PROPOSED AT THE FRONT OF THE SUBJECT PROPERTY, ADJACENT TO CHURCH STREET. THE AMENITY AREA WILL INCLUDE A POOL, CLUBHOUSE, TENNIS COURTS, BASKETBALL HALF COURT, A PICKLE BALL COURT AND PLAYGROUND. A VILLAGE GREEN AND PARK WILL BE LOCATED IN THE CENTRAL PORTION OF THE DEVELOPMENT, LOCATED BEHIND AND ADJACENT TO THE AMENITY AREA.  
 15. BUILDINGS - THE STYLE OF ALL STRUCTURES WILL BE SIMILAR TO LOCAL SOUTHERN VERNACULAR ARCHITECTURE. BUILDING MATERIALS WILL CONSIST OF BRICK, STUCCO, WOODEN (HARD-PLANK) SIDING AND TRIM. EXTERIOR COLOR PALETTE FOR ALL BUILDINGS WILL BE INCLUDED IN THE COVENANTS TO ENSURE A COHESIVE AND PLEASING COLOR SCHEME.

**AUTHORIZATION STATEMENT:**  
 I HEREBY SUBMIT THIS SKETCH PLAT AS AUTHORIZED AGENT/OWNER OF ALL PROPERTY SHOWN THEREON, AND CERTIFY THAT ALL CONTIGUOUS PROPERTY UNDER MY OWNERSHIP OR CONTROL IS INCLUDED WITHIN THE BOUNDARIES OF THIS PRELIMINARY PLAT, AS REQUIRED BY THE DEVELOPMENT REGULATIONS.

SIGNATURE OF AUTHORIZED AGENT/OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
**CERTIFICATE OF APPROVAL BY PLANNING COMMISSION:**  
 THE PRELIMINARY PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE ZONING ORDINANCE AND THE DEVELOPMENT REGULATIONS OF THE CITY OF MONROE AND IS HEREBY GIVEN PRELIMINARY APPROVAL BY THE CITY OF MONROE PLANNING COMMISSION. THIS PRELIMINARY APPROVAL DOES NOT CONSTITUTE APPROVAL OF A FINAL PLAT. THIS CERTIFICATE OF APPROVAL SHALL EXPIRE AND BE NULL AND VOID ONE (1) YEAR FROM THE DATE OF THIS CERTIFICATE OF APPROVAL.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 BY: \_\_\_\_\_ CHAIRMAN  
 \_\_\_\_\_ SECRETARY

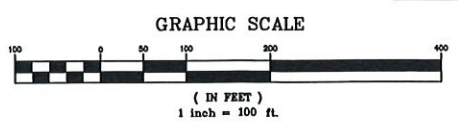
**CERTIFICATE OF APPROVAL BY MAYOR AND COUNCIL:**  
 THE PRELIMINARY PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE ZONING ORDINANCE AND THE DEVELOPMENT REGULATIONS OF THE CITY OF MONROE AND IS HEREBY GIVEN PRELIMINARY APPROVAL BY THE CITY OF MONROE MAYOR AND COUNCIL. THIS PRELIMINARY APPROVAL DOES NOT CONSTITUTE APPROVAL OF A FINAL PLAT. THIS CERTIFICATE OF APPROVAL SHALL EXPIRE AND BE NULL AND VOID ONE (1) YEAR FROM THE DATE OF THIS CERTIFICATE OF APPROVAL.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 BY: \_\_\_\_\_ MAYOR  
 \_\_\_\_\_ CITY CLERK

**CERTIFICATE OF APPROVAL BY THE CODE ENFORCEMENT OFFICE:**  
 THE PRELIMINARY PLAT HAS BEEN REVIEWED AND APPROVED FOR GENERAL COMPLIANCE WITH THE ZONING ORDINANCE AND DEVELOPMENT REGULATIONS OF THE CITY OF MONROE.

CODE ENFORCEMENT OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_  
**CERTIFICATE OF APPROVAL BY MONROE WATER LIGHT AND GAS COMMISSION:**  
 THE LOTS SHOWN HEREON AND PLANS FOR WATER AND SEWAGE COLLECTION AND DISPOSAL HAVE BEEN REVIEWED AND APPROVED BY THE CITY OF MONROE HEALTH DEPARTMENT, AND WITH THE EXCEPTION OF LOTS ARE APPROVED FOR DEVELOPMENT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_



# CHARLESTON MANOR

LAND LOTS 102, 103 & 107 - 3RD LAND DISTRICT  
 CITY OF MONROE, WALTON COUNTY, GEORGIA

## CONCEPTUAL MASTER PLAN

NO.	DATE	DESCRIPTION	BY

**OWNER**  
**KFB ENTERPRISES, INC.**  
 P.O. BOX 122  
 CONYERS, GEORGIA 30012  
 (770) 922-5445

**24-HOUR CONTACT**  
**LGI HOMES, LLC**  
 695 MANSELL ROAD, SUITE 220  
 ROSWELL, GEORGIA 30075  
 (770) 712-7314  
 CONTACT: SETH YURMAN

**ENGINEER**  
**ASHFORD ENGINEERS SOUTH, LLC**  
 350 VIRGINIA HIGHLANDS  
 FAYETTEVILLE, GEORGIA 30215  
 (678) 817-6956  
 CONTACT: DANIEL R. GREENE, P.E.  
 GSWCC LEVEL II CERTIFICATION #0000015975

LOCATED IN LAND LOTS 102, 103 & 107, 3RD DISTRICT, CITY OF MONROE, WALTON COUNTY, GEORGIA

**CHARLESTON MANOR SUBDIVISION # 14**

**ashford engineers south, llc.**  
 350 Virginia Highlands  
 Fayetteville, Georgia 30215  
 Tel. (678) 817-6956 Fax. (678) 817-6777  
 civil engineers — land planning — development services

DESIGNED BY: D. GREENE  
 DRAWN BY: A. DI LAZZARO  
 CHECKED BY: D. GREENE  
 APPROVED BY: D. GREENE  
 REGISTRATION NO. GA 27049

DATE: 10/19/18  
 JOB NO. 18-L7048

SCALE: 1" = 100'  
 SHEET 1 OF 3

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**AREA CHART BLOCK "A"**

LOT NO.	AREA
A1	9,814 SF
A2	11,758 SF
A3	14,519 SF
A4	13,796 SF
A5	12,930 SF
A6	7,044 SF
A7	6,938 SF
A8	6,980 SF
A9	6,964 SF
A10	6,950 SF
A11	6,955 SF
A12	6,922 SF
A13	6,909 SF
A14	6,923 SF
A15	7,572 SF
A16	7,570 SF
A17	6,864 SF
A18	6,732 SF
A19	6,958 SF
A20	8,456 SF
A21	9,867 SF
A22	8,651 SF

**AREA CHART BLOCK "B"**

LOT NO.	AREA
B1	8,124 SF
B2	6,358 SF
B3	5,998 SF
B4	5,994 SF
B5	6,217 SF
B6	5,763 SF
B7	5,775 SF
B8	5,782 SF
B9	5,790 SF
B10	5,760 SF
B11	5,136 SF
B12	6,733 SF
B13	10,604 SF
B14	8,053 SF

**AREA CHART BLOCK "C"**

LOT NO.	AREA
C1	12,273 SF
C2	6,981 SF
C3	10,021 SF
C4	12,642 SF
C5	12,246 SF
C6	12,099 SF
C7	11,356 SF
C8	11,158 SF
C9	10,211 SF
C10	10,595 SF
C11	11,753 SF
C12	13,207 SF
C13	17,419 SF
C14	10,137 SF
C15	7,716 SF
C16	6,678 SF
C17	8,397 SF
C18	8,289 SF
C19	6,889 SF
C20	8,072 SF
C21	8,479 SF
C22	10,965 SF
C23	9,944 SF
C24	7,750 SF
C25	6,441 SF
C26	6,444 SF
C27	6,454 SF
C28	6,752 SF
C29	8,840 SF

**AS-BUILT SSMH TOPS**

MH #	TOP ELEV
1	845.32
2	831.66
3	826.49
4	823.41
5	824.47
6	826.46
7	836.10
8	817.02
9	815.03
10	808.22
11	794.04
12	812.36
13	812.60
14	804.36
15	UNKNOWN
16	800.19
17	804.78
18	811.22
19	814.43
20	818.49
21	820.48
22	817.45
23	812.52
24	808.87

**AREA CHART BLOCK "D"**

LOT NO.	AREA
D1	8,549 SF
D2	8,048 SF
D3	8,056 SF
D4	7,331 SF
D5	7,627 SF
D6	7,883 SF
D7	8,041 SF
D8	12,268 SF
D9	7,683 SF
D10	7,718 SF
D11	7,662 SF
D12	8,592 SF
D13	8,461 SF
D14	7,216 SF
D15	7,244 SF
D16	6,930 SF
D17	6,375 SF
D18	8,389 SF
D19	6,411 SF
D20	6,393 SF
D21	6,363 SF
D22	6,438 SF
D23	5,416 SF

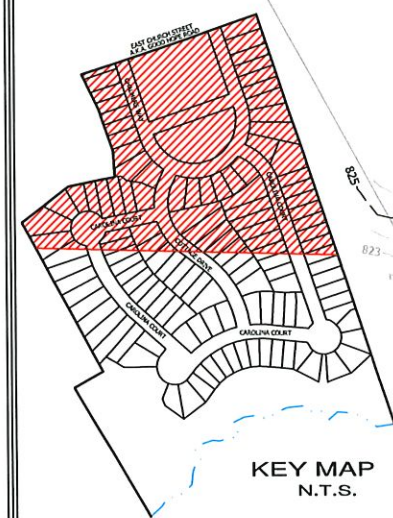
**AREA CHART BLOCK "E"**

LOT NO.	AREA
E1	9,957 SF
E2	7,922 SF
E3	7,216 SF
E4	7,177 SF
E5	7,177 SF
E6	7,999 SF
E7	13,728 SF
E8	10,163 SF
E9	9,566 SF
E10	8,781 SF
E11	7,999 SF
E12	7,234 SF
E13	6,634 SF
E14	6,187 SF
E15	8,184 SF
E16	7,979 SF
E17	7,243 SF
E18	7,123 SF
E19	7,751 SF
E20	8,290 SF
E21	10,695 SF
E22	7,310 SF
E23	7,261 SF
E24	7,375 SF
E25	8,041 SF
E26	8,319 SF
E27	12,614 SF
E28	15,375 SF

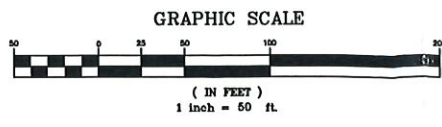
**AREA CHART BLOCK "H"**

LOT NO.	AREA
H1	8,076 SF
H2	8,110 SF
H3	8,126 SF
H4	8,146 SF
H5	10,947 SF
H6	10,467 SF

**SETBACKS**  
 FRONT SETBACK: 10' FROM R/W  
 SIDE SETBACK: 6'  
 REAR SETBACK (TYPICAL): 12'  
 REAR SETBACK (ADJACENT TO PERIMETER BOUNDARY): 24'



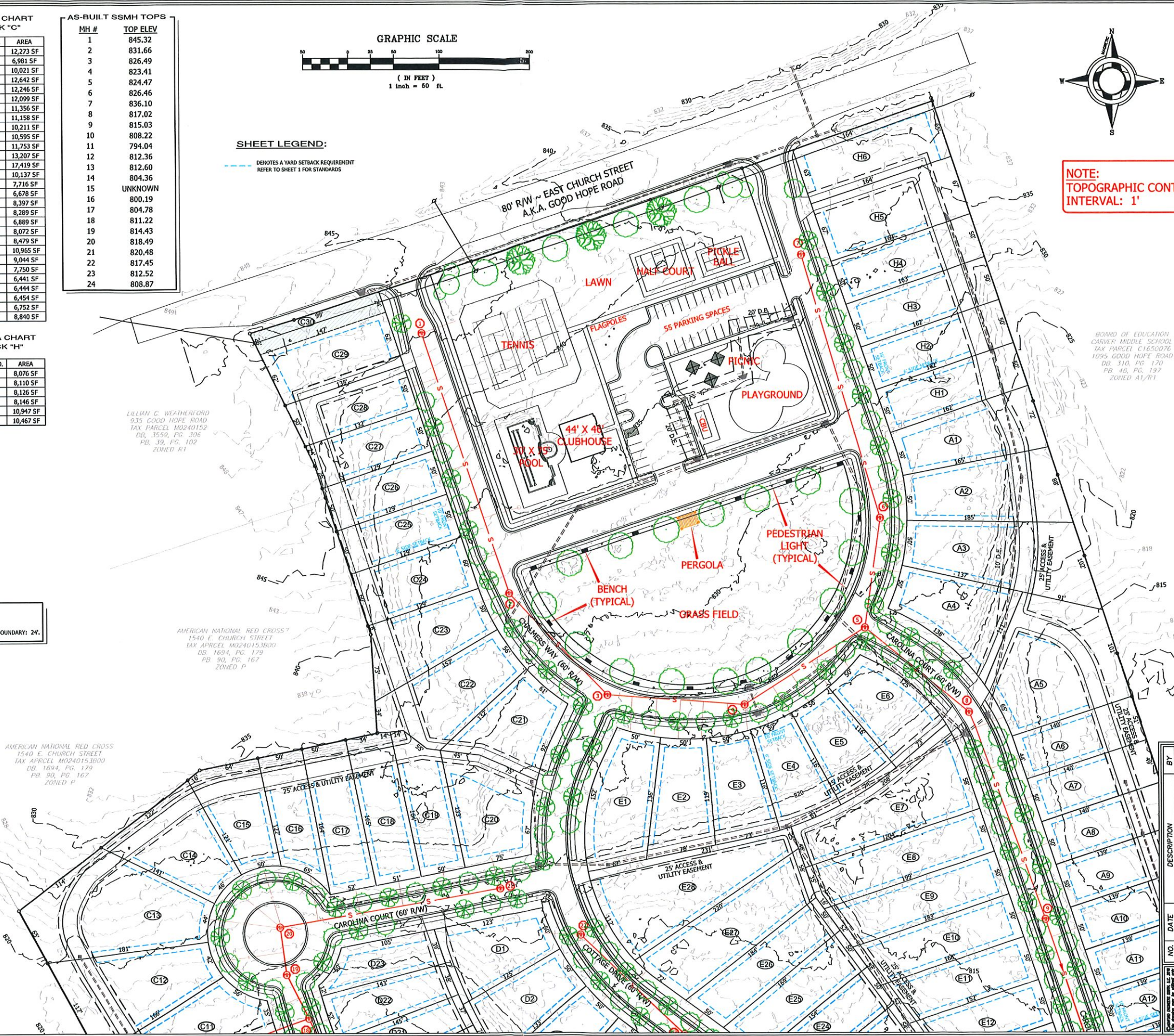
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**SHEET LEGEND:**  
 --- DENOTES A YARD SETBACK REQUIREMENT REFER TO SHEET 1 FOR STANDARDS



**NOTE:**  
 TOPOGRAPHIC CONTOUR INTERVAL: 1'



LILLIAN C. WEATHERFORD  
 935 GOOD HOPE ROAD  
 TAX PARCEL M0240152  
 DB, 3559, PG. 306  
 PB. 39, PG. 102  
 ZONED R1

AMERICAN NATIONAL RED CROSS  
 1540 E. CHURCH STREET  
 TAX APRCEL M0240153000  
 DB, 1694, PG. 179  
 PB. 90, PG. 167  
 ZONED P

AMERICAN NATIONAL RED CROSS  
 1540 E. CHURCH STREET  
 TAX APRCEL M0240153000  
 DB, 1694, PG. 179  
 PB. 90, PG. 167  
 ZONED P

BOARD OF EDUCATION  
 CARVER MIDDLE SCHOOL  
 TAX PARCEL C1650076  
 1055 GOOD HOPE ROAD  
 DB, 310, PG. 170  
 PB. 48, PG. 197  
 ZONED A1/R1

THIS PLAN IS NOT CERTIFIED UNLESS AN EMBOSSED SEAL APPEARS  
 THIS PLAN IS NOT TO BE REPRODUCED WITHOUT THE ENGINEER'S PERMISSION

SHEET 2 OF 3  
 CONCEPTUAL MASTER PLAN

CHARLESTON MANOR  
 SUBDIVISION

SCALE: 1" = 50'  
 DATE: 9/20/18  
 JOB NO. 18-L7048

ACTIVITY	NAME
DESIGNED BY:	D. GREENE
DRAWN BY:	A. DILAZZARO
CHECKED BY:	D. GREENE
APPROVED BY:	D. GREENE
REGISTRATION NO. GA 27049	



NO.	DATE	DESCRIPTION	BY

**ashford engineers south, llc.**  
 350 Virginia Highlands  
 Fayetteville, Georgia 30215  
 Tel. (678) 817-6956 Fax. (678) 817-6777  
 civil engineers - land planning - development services



CONCEPTUAL MASTER PLAN

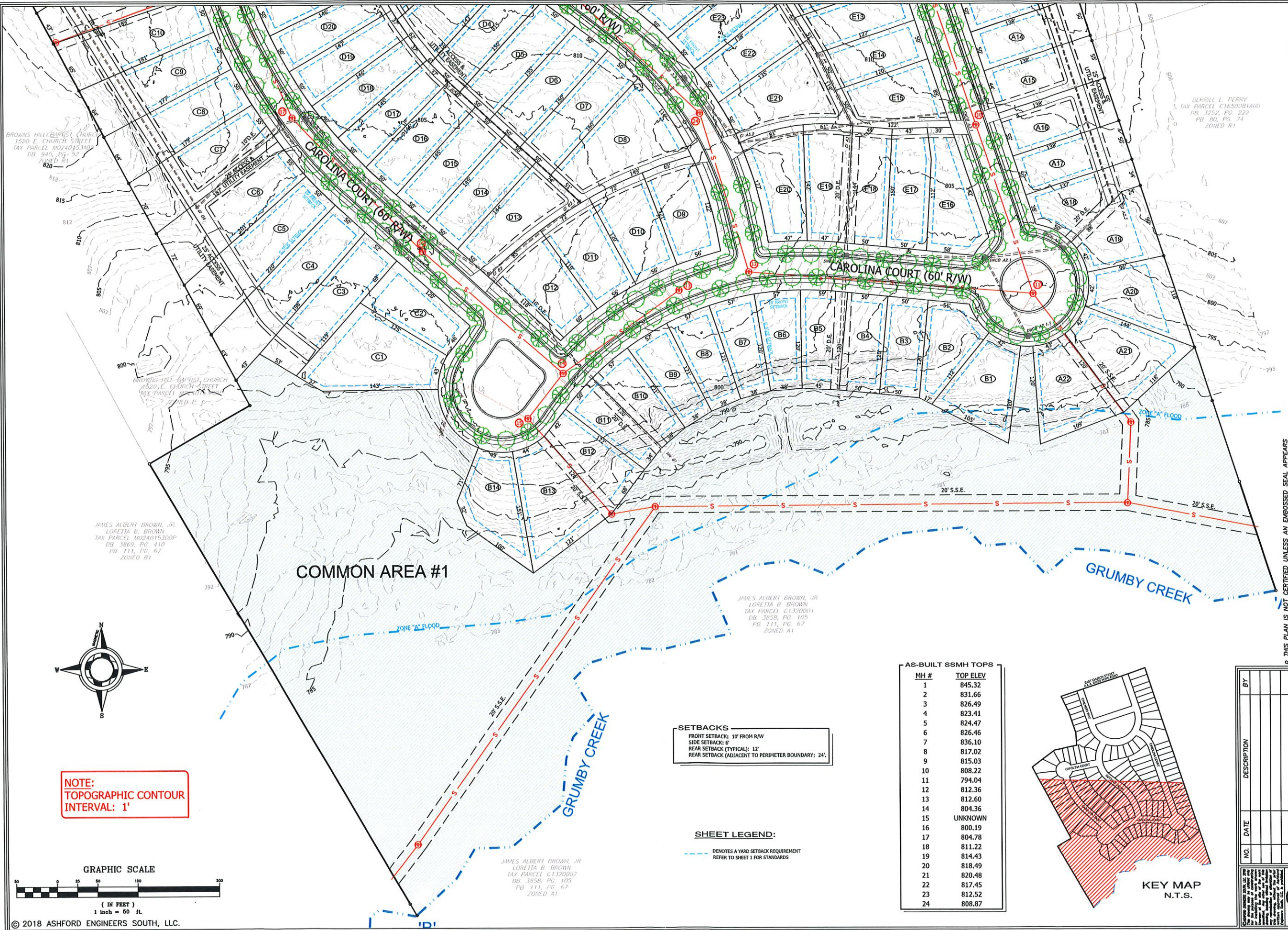
CHARLESTON MANOR SUBDIVISION

LOCATED IN LANDLOTS 102, 103 & 107, 3RD DISTRICT, CITY OF MONROE, WALTON COUNTY, GEORGIA

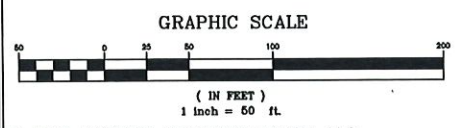
SCALE: 1" = 50'  
 DATE: 9/20/18  
 JOB NO. 18-L7048

REGISTERED PROFESSIONAL ENGINEER  
 DANIEL R. SHEETS  
 REGISTRATION NO. GA 27049

ashford engineers south, llc.  
 350 Virginia Highlands  
 Fayetteville, Georgia 30215  
 Tel. (678) 617-6956 Fax. (678) 617-6777  
 civil engineers - land planning - development services



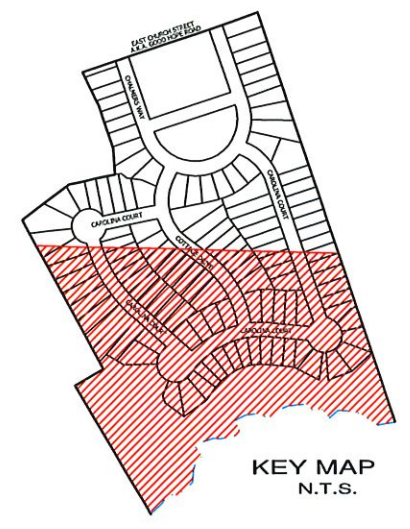
NOTE:  
 TOPOGRAPHIC CONTOUR  
 INTERVAL: 1'



SETBACKS  
 FRONT SETBACK: 10' FROM R/W  
 SIDE SETBACK: 6'  
 REAR SETBACK (TYPICAL): 12'  
 REAR SETBACK (ADJACENT TO PERIMETER BOUNDARY): 24'

SHEET LEGEND:  
 --- DENOTES A YARD SETBACK REQUIREMENT  
 REFER TO SHEET 1 FOR STANDARDS

MH #	TOP ELEV
1	845.32
2	831.66
3	826.49
4	823.41
5	824.47
6	826.46
7	836.10
8	817.02
9	815.03
10	808.22
11	794.04
12	812.36
13	812.60
14	804.36
15	UNKNOWN
16	800.19
17	804.78
18	811.22
19	814.43
20	818.49
21	820.48
22	817.45
23	812.52
24	808.87



NO.	DATE	DESCRIPTION	BY

THIS PLAN IS NOT CERTIFIED UNLESS AN EMBOSSED SEAL APPEARS  
 THIS PLAN IS NOT TO BE REPRODUCED WITHOUT THE ENGINEER'S PERMISSION

JAMES ALBERT BROWN, JR.  
 LORETTA B. BROWN  
 TAX PARCEL M024015300P  
 DB 3869, PG. 410  
 PB 111, PG. 67  
 ZONED R1

BROWNS HILL BAPTIST CHURCH  
 1520 E. CHURCH STREET  
 TAX PARCEL M024015300  
 DB 945, PG. 52  
 ZONED R1

JAMES ALBERT BROWN, JR.  
 LORETTA B. BROWN  
 TAX PARCEL C1320001  
 DB 3858, PG. 105  
 PB 111, PG. 67  
 ZONED A1

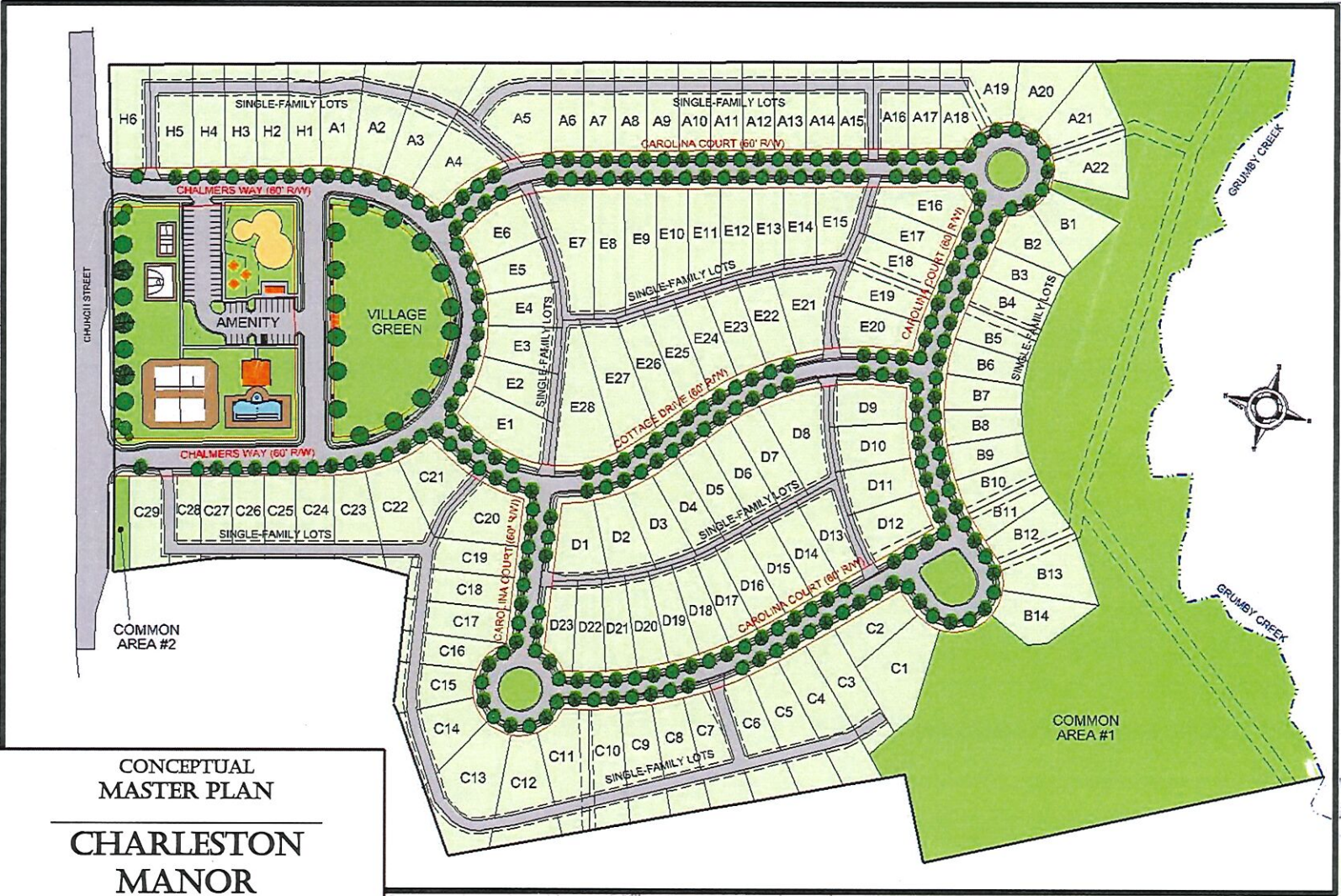
JAMES ALBERT BROWN, JR.  
 LORETTA B. BROWN  
 TAX PARCEL C1320002  
 DB 3858, PG. 105  
 PB 111, PG. 67  
 ZONED A1

DEHRILL L. PERRY  
 TAX PARCEL C1650031A00  
 DB 3252, PG. 222  
 PB 80, PG. 74  
 ZONED R1

# CHARLESTON MANOR



A TRADITIONAL NEIGHBORHOOD IN THE CITY OF MONROE, GEORGIA



CONCEPTUAL  
MASTER PLAN

---

**CHARLESTON  
MANOR**

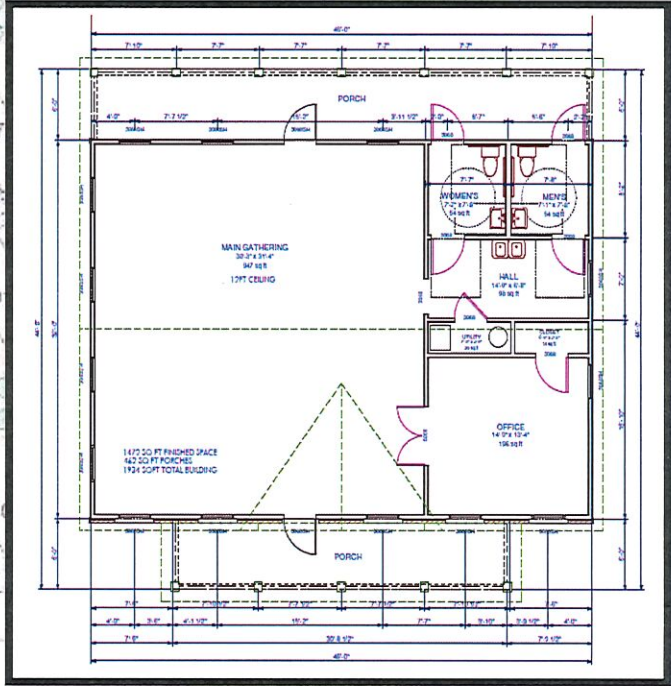
A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA

G13 G12 SINGLE-FAMILY LOTS



**STREETSCAPE**  
**CHARLESTON MANOR**  
A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA





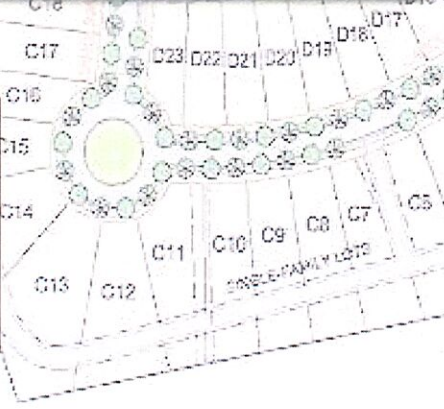
COMMON AREA #2

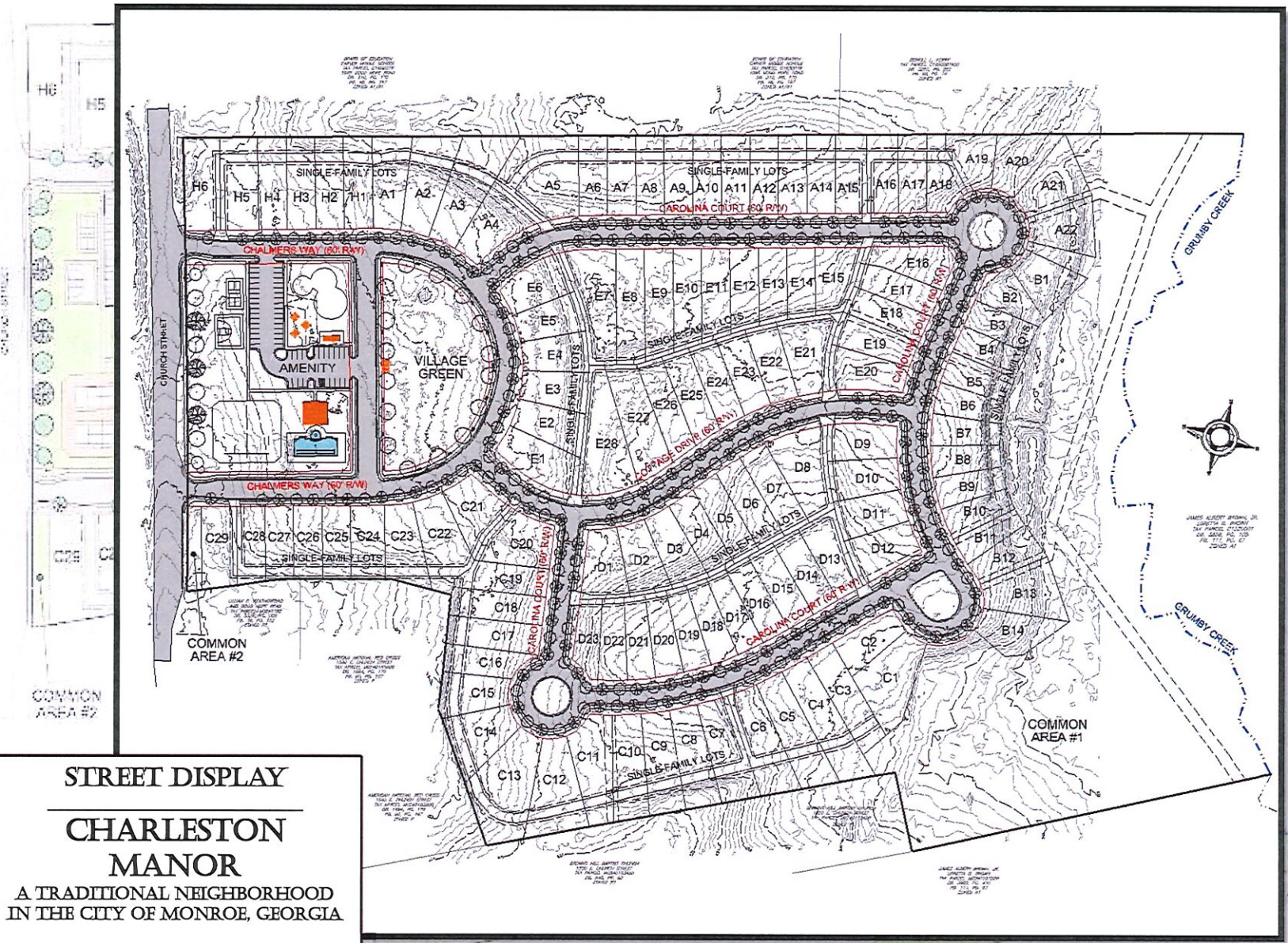
**AMENITY**

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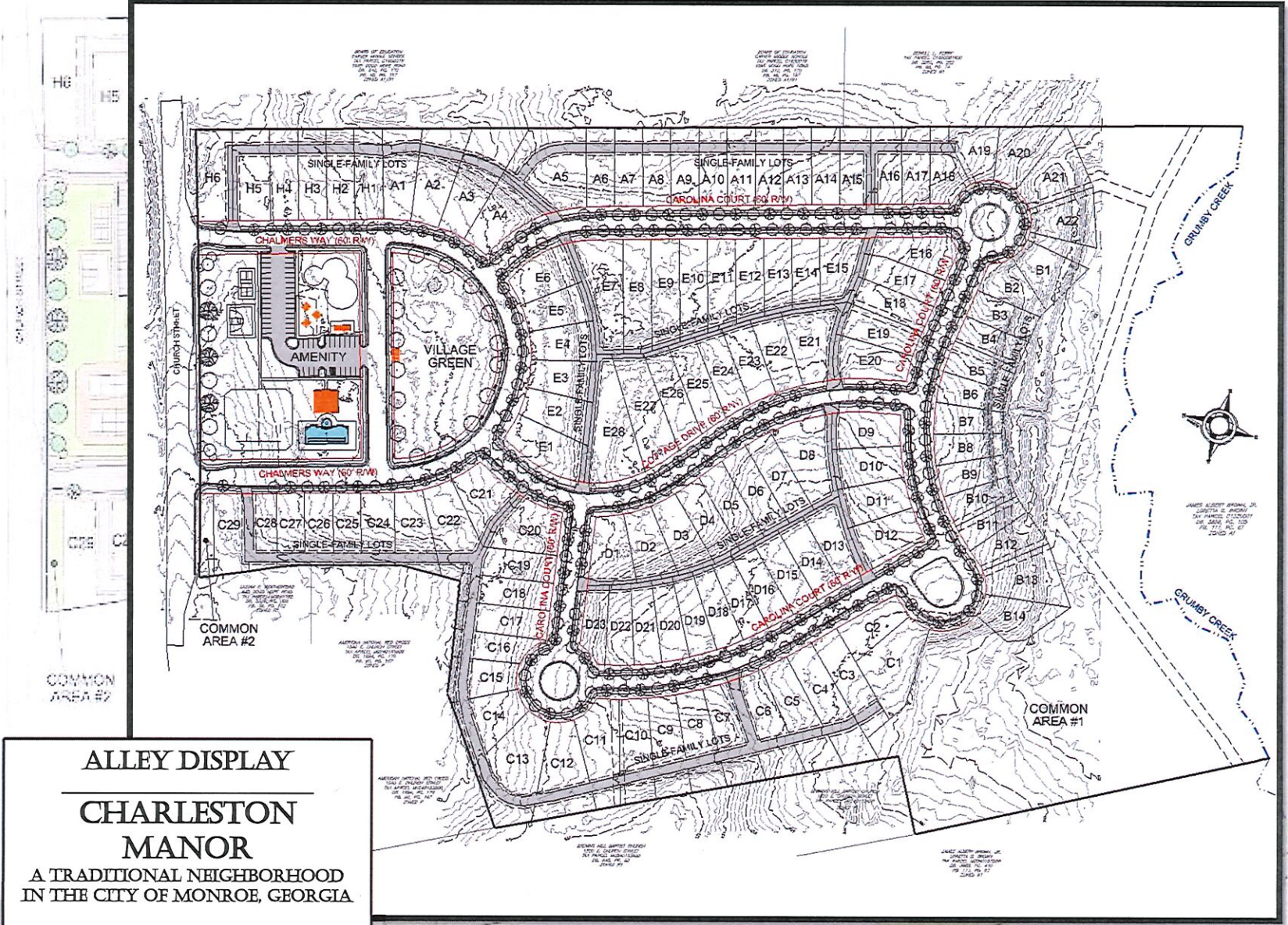
**CHARLESTON MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA

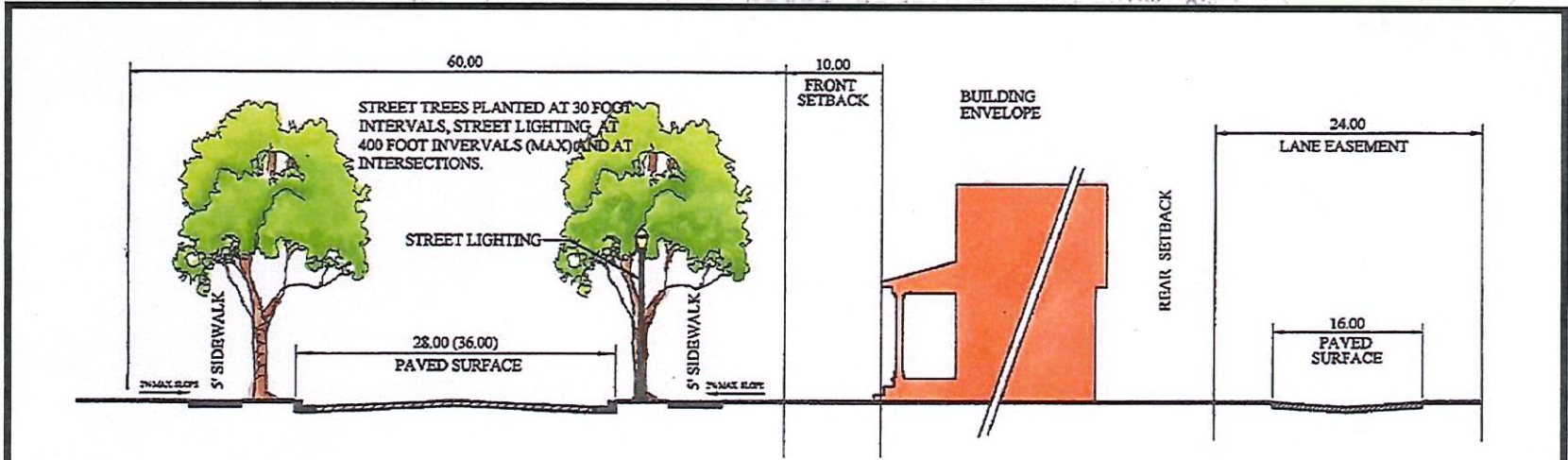




**STREET DISPLAY**  
**CHARLESTON**  
**MANOR**  
 A TRADITIONAL NEIGHBORHOOD  
 IN THE CITY OF MONROE, GEORGIA

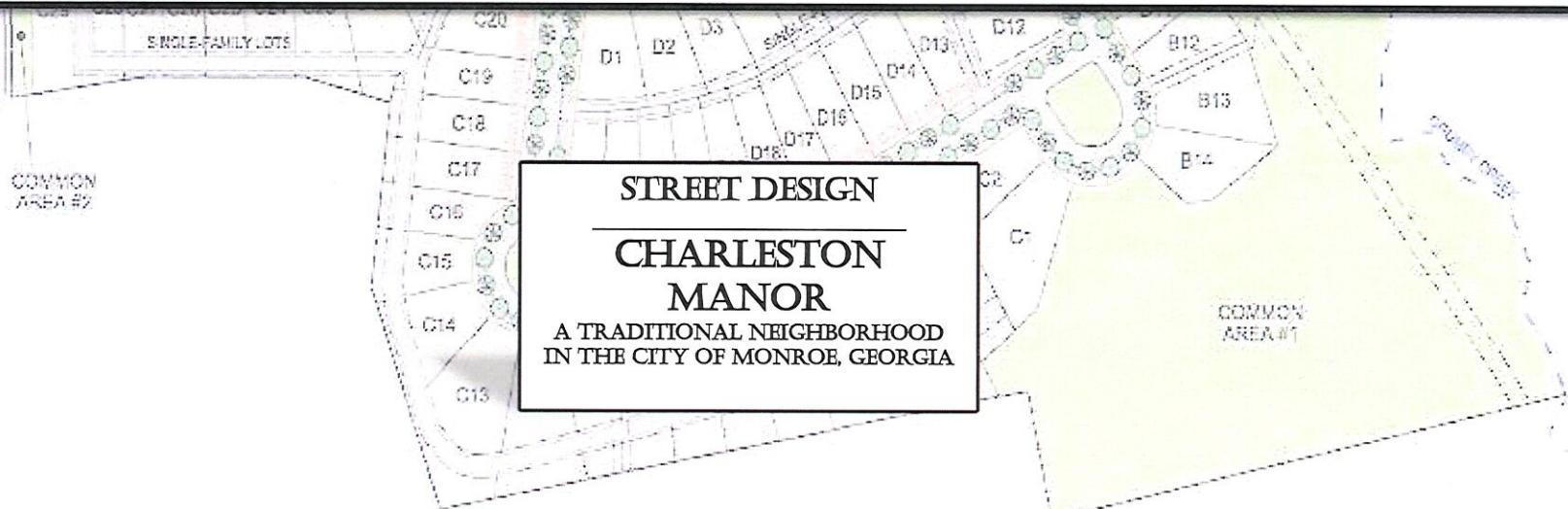


**ALLEY DISPLAY**  
**CHARLESTON MANOR**  
 A TRADITIONAL NEIGHBORHOOD  
 IN THE CITY OF MONROE, GEORGIA

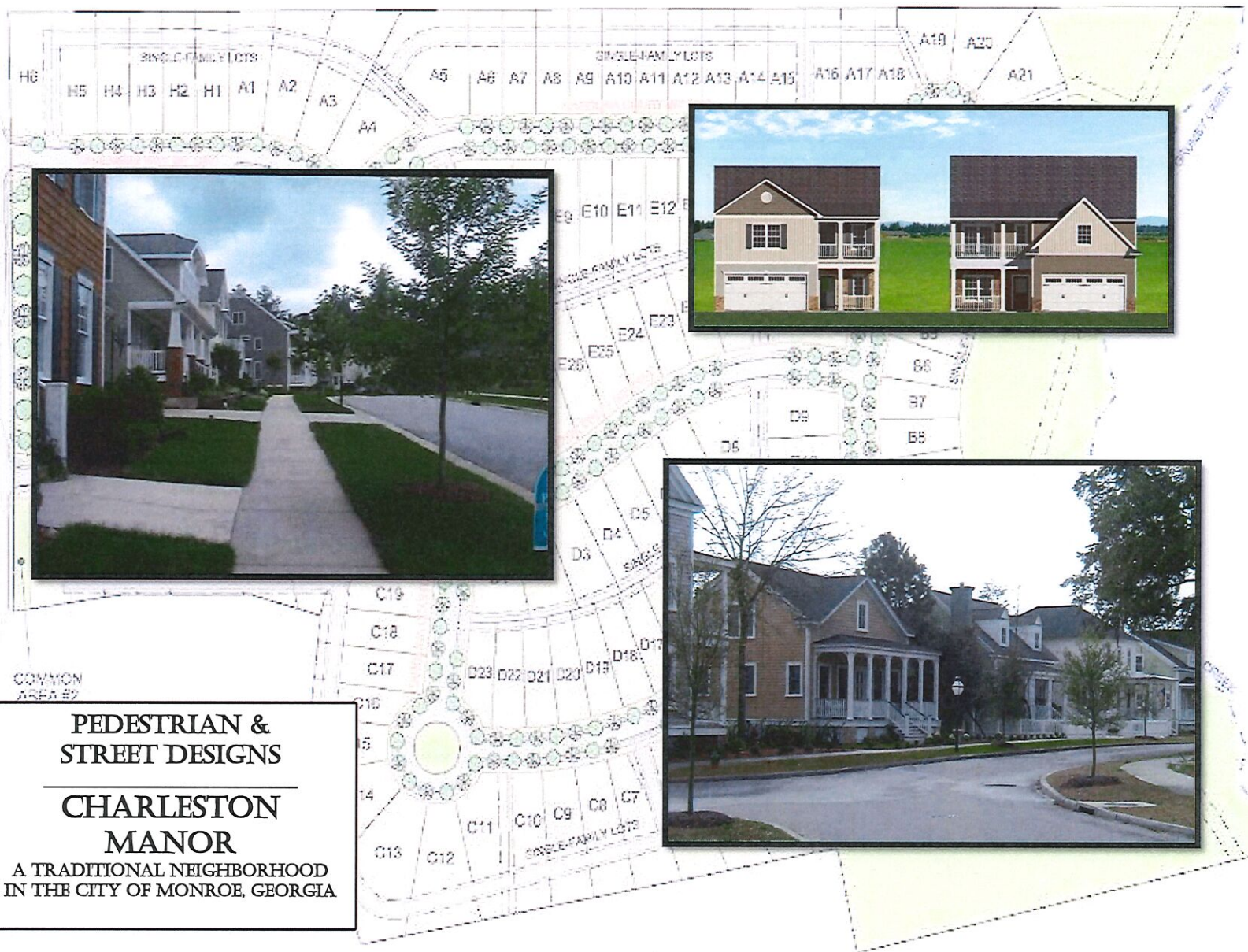


**STREET CROSS SECTION (60' R/W)**

NOT TO SCALE





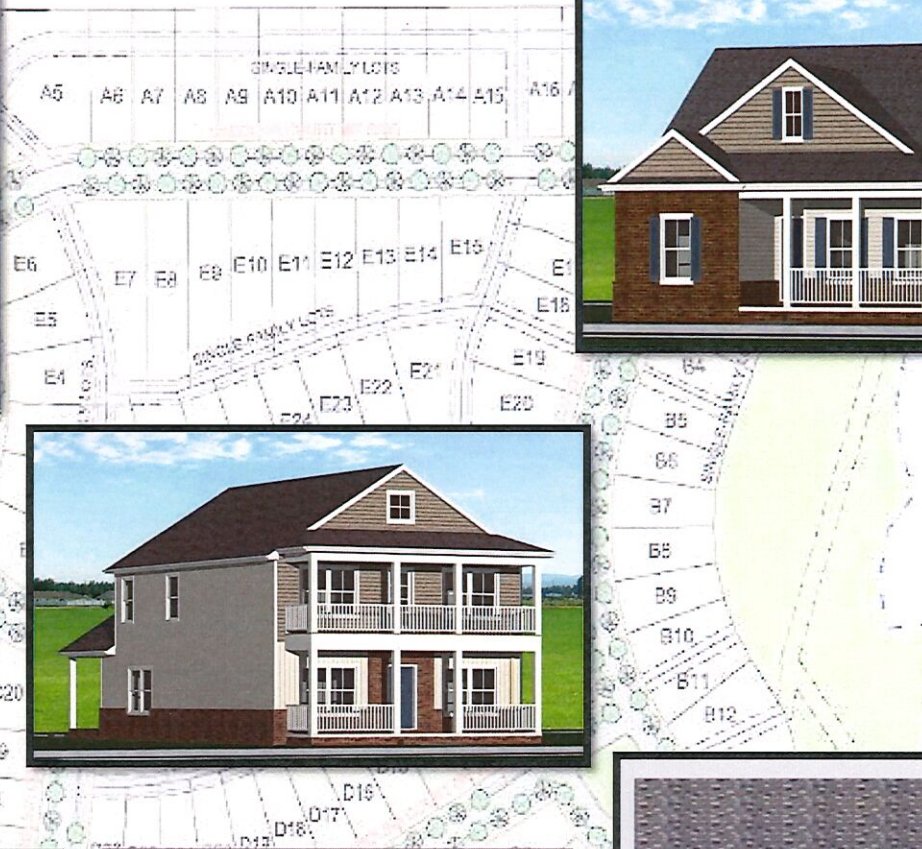


**PEDESTRIAN &  
STREET DESIGNS**

---

**CHARLESTON  
MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA

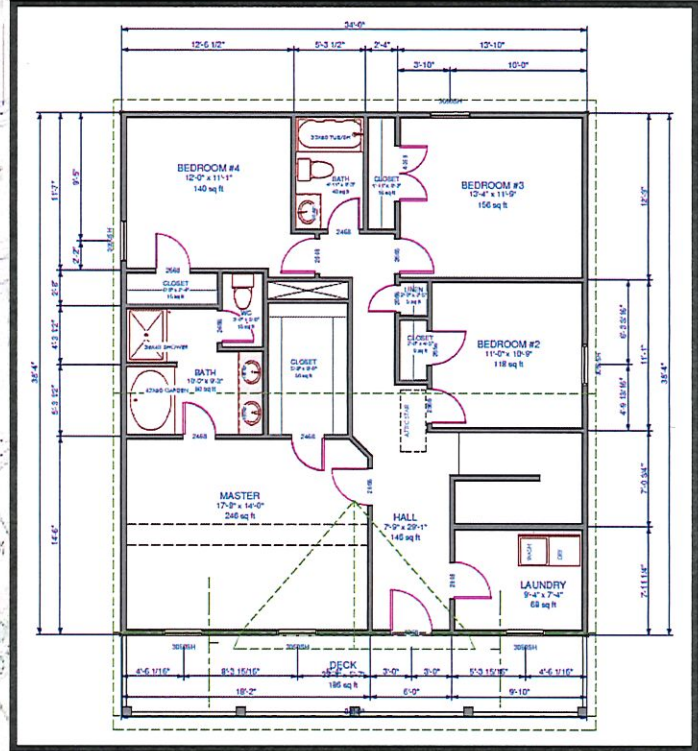
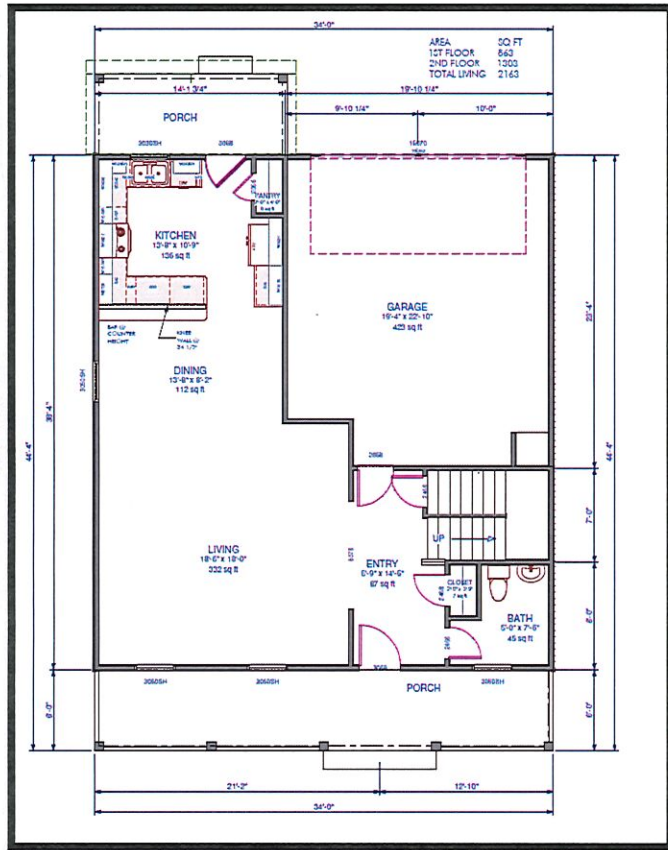


**SINGLE-FAMILY  
HOUSES**

---

**CHARLESTON  
MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA



COMMON AREA #2

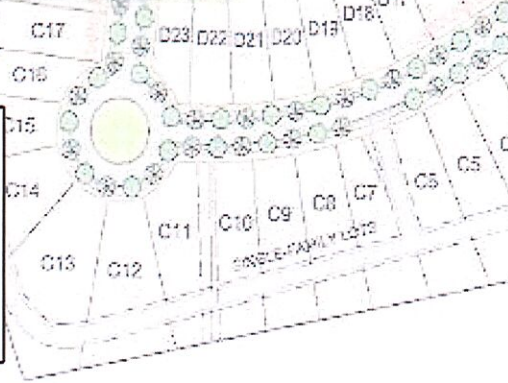
COMMON AREA #1

**FLOORPLANS**

---

**CHARLESTON MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA





CONCEPTUAL  
MASTER PLAN

---

**CHARLESTON  
MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA

# CHARLESTON MANOR



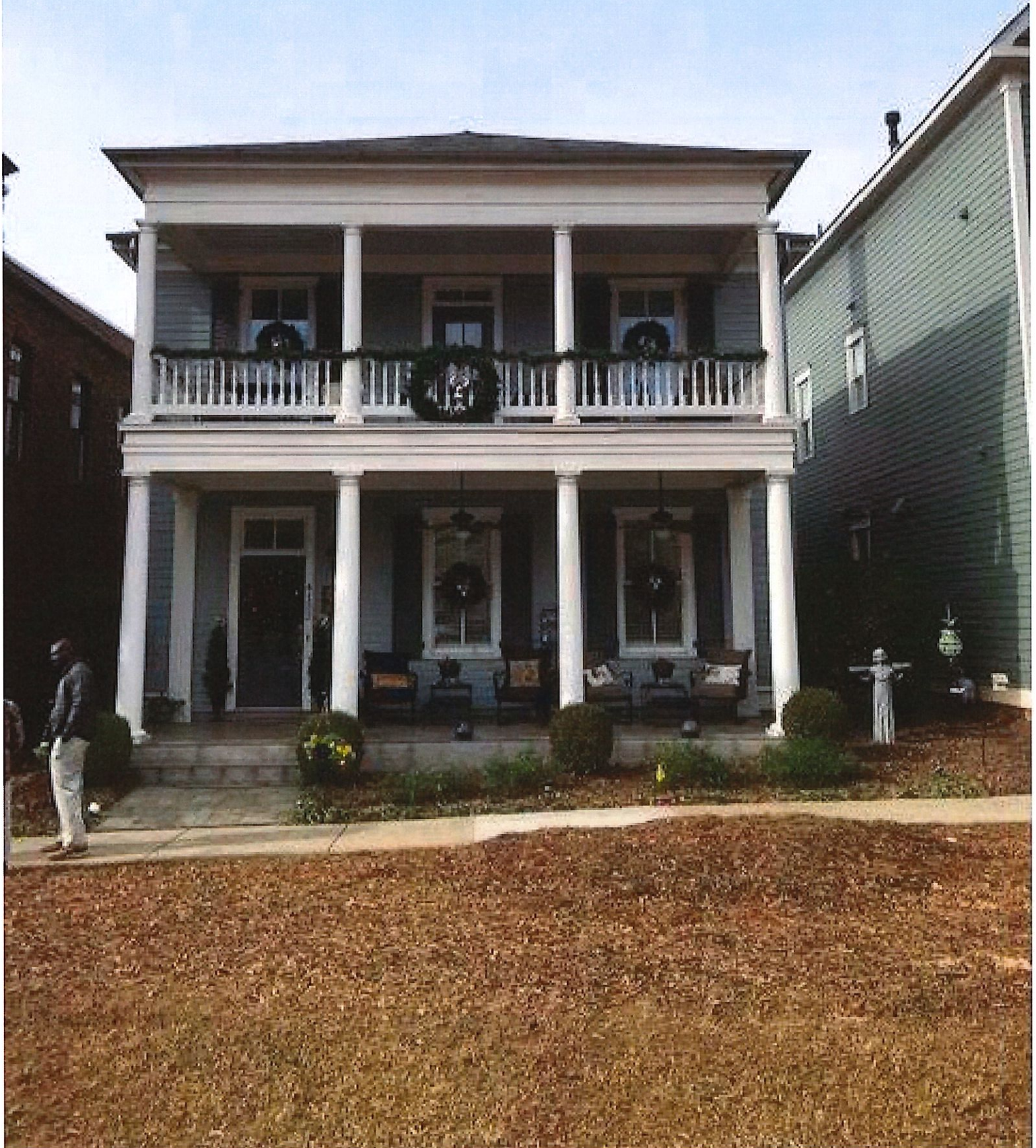
A TRADITIONAL NEIGHBORHOOD IN THE CITY OF MONROE, GEORGIA











UPON RECORDING RETURN TO:  
Rachel E. Conrad  
DOROUGH & DOROUGH, LLC  
Attorneys at Law  
160 Clairemont Avenue  
Suite 650  
Decatur, Georgia 30030  
(404) 687-9977

---

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR CHARLESTON MANOR

---

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION, BUT DOES NOT SUBMIT THE COMMUNITY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.*

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR CHARLESTON MANOR

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- EXHIBIT "C" - BYLAWS OF CHARLESTON MANOR HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF PROTECTIVE COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS  
 FOR CHARLESTON MANOR

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CHARLESTON MANOR ("Declaration") is made on the date hereinafter set forth by **LGI HOMES – GEORGIA, LLC**, a Georgia limited liability company (hereinafter sometimes called "Declarant");

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" hereof; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration to create a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article 1  
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.1 "Alleys" mean those certain twenty-five foot (25') alleys located on a portion of the rear of certain Lots in the Community which provide vehicular and pedestrian access, ingress and egress to the Lots containing such alleys, as more particularly identified on a recorded subdivision plat for the Community.

1.2 "Articles of Incorporation" means the Articles of Incorporation of Charleston Manor Homeowners Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference, as may be amended from time to time.

1.3 "Association" means Charleston Manor Homeowners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.4 "Board of Directors" or "Board" means the appointed or elected body of the Association, vested with the authority to operate, administer and manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.*

1.5 "Bylaws" means the Bylaws of Charleston Manor Homeowners Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference, as may be amended from time to time.

1.6 "Common Property" means any and all real and personal property, including, without limitation, easements and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.7 "Community" refers to that certain real property described in Exhibit "A", attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.8 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and may be articulated in the Architectural Guidelines established pursuant to Article 6 hereof, but must be consistent with the Community-Wide Standard initially established by the Declarant.

1.9 "Declarant" means **LGI HOMES – GEORGIA, LLC**, a Georgia limited liability company and its successors, successors-in-title or assigns taking title to any portion of the property described in Exhibit "A" or Exhibit "B" hereof for the purpose of development and/or sale and designated as Declarant in a recorded instrument by the then holder of the rights of Declarant hereunder. Any or all of the rights of Declarant set forth in this Declaration, the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons; provided, however, no transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and recorded in the Walton County, Georgia land records.

1.10 "Lot" means any plot of land within the Community, regardless of whether improvements are constructed thereon, which constitutes a single-family dwelling site as shown on the subdivision plat(s) for the Community recorded in the Walton County, Georgia land records. The ownership of each Lot shall include, and there shall pass with the title to each Lot as an appurtenance thereto, whether or not separately described, all of the rights and interests of

an Owner in and to the Common Property, as herein provided, together with membership in the Association.

1.11 "Mortgage" means any and all instruments used for the purpose of encumbering or conveying title to real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.12 "Mortgagee" means the holder of a Mortgage.

1.13 "Occupant" means any Person occupying all or any portion of a Lot for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.14 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, but excluding a Mortgagee.

1.15 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

1.16 "Supplementary Declaration" means a supplement to this Declaration which subjects additional property to the provisions of this Declaration and the jurisdiction of the Association and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.17 "Total Association Vote" means the votes attributable to the entire membership of the Association (including the votes of Declarant) as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive more than two-thirds (2/3) of the votes attributable to all existing members of the Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been suspended as provided herein), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

## Article 2

### Property Subject To This Declaration

2.1 Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.



2.2 Unilateral Annexation by Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein to the provisions of this Declaration and the jurisdiction of the Association by recording in the Walton County, Georgia land records a Supplementary Declaration in the Walton County, Georgia land records describing the property being subjected. Any annexation shall be effective upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Inclusion of property on Declarant's overall site plan or concept plan or property described in Exhibit "B" shall not obligate Declarant to subject such property to the Declaration, nor shall exclusion of property from a site plan or concept plan bar Declarant from subjecting such property to the Declaration. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as the rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property. If any land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, regardless of whether such uses are consistent with the covenants and restrictions imposed herein.

2.3 Annexation by the Association. Upon the written consent of: (a) the owner(s) thereof; (b) the Declarant; and (c) Owners of at least two-thirds (2/3) of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Walton County, Georgia land records a Supplementary Declaration describing the property being annexed. Any Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration in the Walton County, Georgia land records, unless a later effective date is provided therein.

2.4 Withdrawal of Property. Declarant shall have the right to amend the Declaration to remove any portion of the Community then owned by Declarant or the Association, as the case may be, from the coverage of this Declaration and the jurisdiction of the Association, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any withdrawal shall be accomplished by filing for record an amendment to this Declaration in the Walton County, Georgia land records which describes the property to be removed and is executed by the Declarant and the Owner(s) of the property being removed, if not the Declarant. Any withdrawal shall be effective upon recording such amendment in the Walton County, Georgia land records, unless a later effective date is provided therein. Such amendment shall be executed by the Declarant and the Owner(s) of the property being removed and shall not require the vote or consent of any Lot Owners in the Community.

Article 3  
Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include a Mortgagee, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the designee of a member, but in no event shall more than one (1) Person representing a single membership hold office at the same time. This Section is not intended to prohibit the same individual from being both an officer and a director of the Association. Nothing in this Section shall restrict the number of votes cast or the number of officers and directors appointed by the Declarant.

3.2 Voting. Members shall be entitled to cast one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Lot shall be suspended in the event more than one (1) Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, rules and regulations of the Association or Architectural Guidelines established pursuant to Section 6.3 hereof.

Article 4  
Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Lien and Personal Obligation for Assessments.

(a) General. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (i) general assessments; (ii) special assessments; and (iii) specific assessments. All assessments, together with late charges (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the assessment or installment not paid when due), interest (at a rate of ten percent (10%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and a continuing lien in favor of the

Association on the Lot against which each assessment is made. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

(b) Creation of the Lien. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each assessment, together with late charges, interest and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.

(c) No Exemption from Assessments. No Owner may waive or otherwise be exempt from liability for the assessments provided for herein for any reason, including, by way of illustration and not limitation, the following: (i) abandonment of the Lot; (ii) nonuse of the Common Property, including, without limitation, nonuse of the Community recreational facilities; (iii) the Association's failure to perform its obligations required under the Declaration; or (iv) inconvenience or discomfort arising out of the Association's performance of its duties. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the general assessment to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the due date of such general assessment. The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant. In the event the membership and Declarant disapprove the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue.

4.4 General Assessments. General assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the

Common Property, improvements to the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, the following: (a) sums for property taxes for the Common Property; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) charges for utilities and other services provided by the Association, including, without limitation street lights, if applicable; (f) costs to maintain the Community entry features, including landscaping and any electricity and/or irrigation expenses associated therewith; (g) landscaping to the Common Property; (h) costs associated with the maintenance of the storm water detention/retention pond(s) and storm water drainage facilities serving the Community; (i) costs to operate, maintain and insure the Community recreational facilities; (j) costs to maintain and repair the Alleys; and (k) expenses and liabilities incurred as provided herein, in the Articles of Incorporation and Bylaws for the indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.5 Special Assessments. The Association, acting through the Board of Directors, may levy a special assessment against all Owners in the Community for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted. So long as the total amount of special assessments allocated to each Lot in a fiscal year does not exceed the amount of the annual general assessment in such fiscal year, the Board may impose the special assessment without a vote of the Owners. Except for special assessments levied pursuant to Section 8.3 hereof, any special assessment which would cause the total amount of the special assessments allocated to any one Lot in a fiscal year to exceed the amount of the annual general assessment in such fiscal year must be approved by two-thirds (2/3) of the Total Association Vote and the Declarant in order to be effective. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.6 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. By way of explanation, and not limitation, the following shall constitute specific assessments: (a) fines levied pursuant to this Declaration; (b) the working capital contribution as provided in Section 4.13 hereof; and (c) the cost of maintenance performed by the Association for which an Owner is responsible.

The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; (b) expenses of the Association which benefit all Lots, but do not provide an equal benefit to all Lots, may be specifically assessed equitably among all Lots according to the benefit received; and (c) expenses of the Association which are incurred by or attributable to an Owner

or the Occupants, guests, tenants, invitees or licensees of the Owner may be specifically assessed against the Lot of such Owner.

4.7 Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related thereto or executed in connection therewith, the lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only a lien as it relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the cancellation, satisfaction or foreclosure of such Mortgage. Such subordination is merely a subordination and: (a) shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; (b) shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's transferee or assignee by foreclosure); and (c) no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a foreclosure, or pursuant to any other proceeding in lieu of foreclosure, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or any Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

4.8 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer or conveyance; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the assessment or installment not paid when due) and interest (at a rate of ten percent (10%) per annum on the principal amount due). As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of the Clerk of

Superior Court of Walton County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments.

Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to: (a) bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same; (b) suspend the membership rights of the delinquent Owner, including the right to vote; (c) suspend the right of a delinquent Owner to use and enjoy the Common Property, including, without limitation, the right to use and enjoy the Community recreational facilities; and (d) suspend services and other benefits as may be provided by the Association, if any. Any suspension shall not affect an Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association.

4.9 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot on the date that such Lot has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Lot which has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant or any other Person, so long as such Lot is approved for use as a model home and is not occupied for residential purposes.

4.10 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint and remove the directors and officers of the Association, Declarant may, but shall have no obligation to: (a) advance funds or contributions of services or materials or a combination of services and materials, rather than money (herein collectively called an "in kind contribution"), or a combination of these, to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the general, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community; provided, however, no Mortgage secured by the Common Property or any of the structures or improvements maintained by the Association shall be given in connection with such loan, unless the loan has been approved by Owners of at least two-thirds (2/3) of the Lots as provided in Section 9.2(c) hereof.

4.11 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as the last year for which

an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.12 Estoppel Letter. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid, including any late charges, interest, fines, or other charges against that Lot. Such request shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The Association shall, within five (5) business days after receiving a written request therefor, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. The Association may charge a reasonable fee as may be permitted by law as a prerequisite to the issuance of such statement. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association. It is the intent of this provision to comply with O.C.G.A. Section 44-14-15(c), as amended.

4.13 Working Capital Contribution. Upon each and every transfer or conveyance of title to a Lot after it has been improved with a dwelling for which a certificate of occupancy has been issued, a working capital contribution in an amount determined by the Board from time to time, but not to exceed the amount of the general assessment applicable to the Lot for the year of such conveyance, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association.

The working capital contribution shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Community, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring title to the Lot from the foreclosing Mortgagee.

## Article 5

### Maintenance; Common Property

5.1 Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property, which shall include, without limitation, the maintenance, repair and replacement of all landscaping, structures and improvements situated thereon. The Association shall also maintain (whether or not constituting Common Property) the following: (a) all Community entry features, including, without limitation, monument signage, fencing and any landscaping associated therewith and any irrigation system and/or lighting system serving

such entry features and landscaping, regardless of whether such entry features and landscaping are located on a Lot, Common Property or public right-of-way; (b) all Community green space and open space; (c) the storm water detention/retention ponds and storm water drainage facilities serving the Community, and any wall, gate, fence or other enclosure surrounding said storm water detention/retention pond(s), as may be shown on the recorded subdivision plat(s) for the Community, regardless of whether such storm water detention/retention ponds and storm water drainage facilities are located on a Lot or Common Property, if and to the extent the same are not maintained by a governmental entity or third party and in accordance with any storm water indemnification or maintenance agreement or similar document as may be recorded in the Walton County, Georgia land records; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any storm water drainage facilities which exclusively serve a Lot; (d) all street medians and street islands and landscaping along or adjacent to any public streets and/or street medians and all street islands, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; (e) the centralized mailbox area and the mailboxes located thereon; (f) exterior lighting serving the Community, including, without limitation, street lights, if applicable; provided, however, each Owner of a Lot shall be responsible for the maintenance, repair and replacement of any exterior lighting exclusively serving a Lot or attached to the residential dwelling located on the Lot; (g) the Community recreational facilities and appurtenant parking areas; and (h) the Alleys.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Lot of such Owner as a specific assessment. All maintenance performed by the Association shall be consistent with the Community-Wide Standard.

The Association shall have the right, but not the obligation, to maintain property it does not own, regardless of whether such property is located within or outside of the Community, where the Board has determined that such action would benefit the Owners. The Board of Directors, without a vote of the members, but with the consent of the Declarant, shall also have the right to enter into easement agreements and covenant to share cost agreements where the Board has determined that such action would benefit the Owners. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

## 5.2 Owner's Maintenance Responsibility.

(a) General. Except for maintenance performed on or to a Lot by the Association pursuant to Section 5.1, if any, all maintenance of and repair and replacement to the Lot and all structures, landscaping, and other improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: (i) prompt removal of all litter, trash, refuse, and waste; (ii)



lawn mowing on a regular basis; (iii) tree and shrub pruning; (iv) watering landscaped areas; (v) keeping improvements and exterior lighting in good repair and working order; (vi) keeping lawn and garden areas alive, free of weeds, and attractive; (vii) keeping driveways and walkways in good repair; (viii) complying with all governmental health and police requirements; (ix) maintaining grading and storm water drainage as originally established on the Lot; (x) repairing exterior damage to improvements; (xi) maintaining, repairing and replacing the residential dwelling located on the Lot, including, without limitation, periodic painting and pressure washing as needed; (xii) maintaining, repairing and replacing all storm water drainage facilities which exclusively serve the Lot; (xiii) maintaining, repairing and replacing all pipes, wires and conduits, including, without limitation, sanitary sewer, electrical and plumbing systems, which exclusively serve the Lot; and (xiv) maintaining, repairing and replacing any deck, patio or balcony attached to a residential dwelling, including, the painting, staining and/or sealing of any deck, patio or balcony and any maintenance or repairs to structural components of such deck, patio or balcony.

(b) Failure to Maintain. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable period of time. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement to the Lot and all costs associated therewith shall be assessed against the Owner and the Lot of such Owner as a specific assessment. This provision shall not apply to any Lot(s) owned by the Declarant, unless improved with a dwelling and occupied as a residence.

5.3 Conveyance of Common Property by Declarant to Association; No Implied Rights. Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and, if and as provided in Section 5.1 hereof, maintained by the Association for the benefit of its members. So long as Declarant owns any property primarily for development and/or sale in the Community or owns any property which may be annexed to the Declaration as provided herein, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Property, improved or unimproved, at no charge to Declarant, without a vote of the members of the Association, if all or any portion of the Common Property is: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant to make adjustments in property boundary lines; or (c) needed by Declarant due to changes in the overall scheme of development for the Community.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to: (a) accept on behalf of the Association any such conveyance to the Association; (b) reconvey any such property on behalf of the Association; and (c) execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyance to or reconveyance from the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether such property has been made available for the use of Owners. Declarant may reserve, by lease, license, easement or otherwise, such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant to the Association or the Owners, as the case may be, by an instrument recorded in the Office of the Clerk of Superior Court of Walton County, Georgia.

5.4 Partition of Common Property. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of: (a) all Owners of all portions of the property located within the Community; and (b) all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots.

5.5 Condemnation. In the event of a taking by eminent domain of all or any portion of the Common Property on which improvements have been constructed, the Association shall, if reasonably possible, restore or replace such improvements on the remaining Common Property, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. The provisions of this Declaration applicable to the replacement or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

5.6 Limitation of Liability. Owners, Occupants and their guests shall use the Common Property and all areas maintained by the Association at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and all portions of the Community maintained by the Association for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury to any person occurring on the Common Property; (b) loss or damage to personal belongings used or stored on the Common Property or on any other portion of the

Community; or (c) loss or damage, by theft or otherwise, of any other property of an Owner or Occupant.

In addition to the foregoing, the Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be liable for injury or damage to any Person or property: (a) caused by the elements or by an Owner or any other Person; (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association or from any portion of the Common Property; or (c) caused by any street, pipe, plumbing, drain, pond, lake, dam, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair.

## Article 6 Architectural Standards

6.1 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavating, grading, filling, construction of impervious surfaces, building, exterior alteration of existing improvements, installing storm and screen doors and storm windows, fencing, changing the exterior color of any existing improvement and planting and removing landscaping materials), shall be commenced or placed upon any part of the Community unless: (a) installed by the Declarant or its affiliates; (b) approved in accordance with this Article; or (c) otherwise expressly permitted under this Declaration. Any Owner may remodel, paint or redecorate the interior of a structure located on a Lot without approval hereunder. However, additions and/or modifications to the interior of balconies, porches, patios, decks and similar portions of a structure visible from outside of a Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure located on a Lot in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

This Article shall not apply to the activities of the Declarant, or its affiliates or to improvements to the Common Property made by or on behalf of the Association. This Article may not be amended without the written consent of the Declarant until the rights of Declarant terminate as provided in Section 10.5 hereof.

6.2 Guidelines and Procedures. Except as provided above or as specifically articulated in the Architectural Guidelines established pursuant to Section 6.3 hereof, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Declarant. Such plans and specifications shall be of sufficient detail to allow the Declarant to make its review and to the extent required by the Declarant shall show the nature, kind, shape, height, materials and location of the proposed structure or improvement. The Declarant shall be the sole arbiter of such plans and specifications and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of such plans and specifications or any other provision of this Declaration or Architectural Guidelines. If

the Declarant fails to approve or disapprove submitted plans and specifications within forty-five (45) days after receipt of such plans and specifications, such approval shall be deemed to have been given. If construction does not commence on a project for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans and specifications to the Declarant for reconsideration. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for the maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the Declarant, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. Declarant and its representatives and/or agents shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to determine whether or not these restrictive covenants have been or are being complied with and such Persons shall not be deemed guilty of trespass by reason of such entry; provided, however, nothing herein shall be construed as permitting the Association to enter any residential dwelling located on a Lot without the consent of the Owner thereof.

6.3 Architectural Guidelines. The Declarant may adopt written architectural, landscaping and fencing guidelines (collectively, the "Architectural Guidelines") and application and review procedures, which may provide for a review fee. The Declarant shall have the sole and full authority to prepare and to amend, modify, repeal or expand, in whole or in part, from time to time at its sole discretion and without notice, the Architectural Guidelines. In the event Declarant modifies, expands or repeals all or any portion of the Architectural Guidelines, said new Architectural Guidelines shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the Declarant. The Declarant shall make the Architectural Guidelines available to Owners and Occupants who seek to engage in construction upon all or any portion of the Community and such Owners and Occupants shall conduct their operations strictly in accordance therewith and with the provisions of this Article 6. The Declarant shall provide, without cost, a copy of the Architectural Guidelines then in effect to any requesting Owner or Mortgagee.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the Architectural Guidelines, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by the Architectural Guidelines, that the Architectural Guidelines may change from time to time, and that such changed Architectural Guidelines may or may not be set forth in an instrument recorded in the Walton County, Georgia land records.

6.4 Limitation of Liability. Plans and specifications are not approved for engineering or structural design, quality of materials or for compliance with applicable building codes, permitting requirements, zoning conditions or other applicable governmental laws, ordinances and regulations governing construction in the Community and by approving such plans and

specifications the Declarant, the Association and their respective directors, officers, members, representatives, agents or employees assume no liability or responsibility therefor or for any defect in any structure or improvement constructed from such plans and specifications or for any violation of applicable building codes, permitting requirements, zoning conditions or for any other violation of applicable governmental laws, ordinances and regulations governing construction within the Community. Neither Declarant, the Association, nor their respective officers, directors, members, employees, representatives and agents shall be liable in damages to anyone submitting plans and specifications for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against the Declarant, the Association or their respective officers, directors, members, employees, representatives and agents to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.5 No Waiver. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

6.6 Variances. Notwithstanding anything to the contrary contained herein, the Declarant shall be authorized to grant individual variances from any of the provisions of the Architectural Guidelines if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship or aesthetic or environmental considerations. No variance issued shall: (a) be effective unless in writing; (b) be inconsistent with the overall scheme of development for the Community; or (c) prevent the Declarant from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.7 Enforcement. Any structure, improvement or landscaping improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, an Owner shall, at its own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant and its representatives and agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorneys' fees actually incurred, may be assessed against the Lot as a specific assessment. In such event,

neither Declarant, the Association nor their respective officers, directors, members, employees, representatives and agents shall be held liable to any Person for exercising the rights granted by this Section, including, without limitation, claims for damages resulting from the removal of the nonconforming structure or improvement in accordance with the procedures set forth herein. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded by the Declarant from the Community, subject to any applicable notice and hearing procedures contained herein or in the Bylaws. In the event of noncompliance with this Article, the Association or Declarant, respectively, may record in the appropriate land records a notice of violation hereunder naming the violating Owner. Declarant or the Association, acting through the Board, shall also have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article, including, without limitation, the right to levy and collect fines against non-complying Owners and Occupants in accordance with the provisions of this Declaration and the Bylaws.

6.8 Architectural Review By Declarant. Until: (a) the Declarant no longer owns any property in the Community and no longer owns any additional property that can be annexed to the Community as provided herein; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued, the Declarant shall have the sole right, power and authority under this Article. Notwithstanding the foregoing, the Declarant may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to the Board of Directors while retaining control over all other building and construction in the Community; provided, however, any right, power or authority of the Declarant which may be relinquished to the Board of Directors prior to the termination of the rights of Declarant hereunder shall only be by a written instrument executed by Declarant and recorded in the Walton County, Georgia land records and no such right, power or authority shall be relinquished by implication or otherwise. For example and without limitation, the Declarant may relinquish control over modifications of existing structures to the Board of Directors while retaining all authority to review and approve new home construction. Upon the surrender in writing of all or a portion of such right and authority, the Board of Directors shall then have such jurisdiction over architectural control under this Article as may have been relinquished by the Declarant. The establishment of an advisory architectural review committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder.

After the termination or voluntary surrender of all or a portion of the rights of Declarant hereunder, the Board of Directors shall have all right, power and authority to review and approve all building and construction activity within the Community and this Article or portions thereof, as applicable, shall then be read and interpreted as if any reference to the authority of or action by the Declarant in this Article 6 were a reference to the authority of or action by the Board of Directors. The Board of Directors may, but shall have no obligation to, establish an architectural review committee ("ARC"), which shall then have such rights, powers and authority as may be granted to it by the Board of Directors. The Board of Directors may grant to the ARC all of its rights, powers and authorities hereunder, or may grant the ARC such limited rights as it deems appropriate in its sole discretion and in such event this Article or portions thereof, as appropriate, shall then be read and interpreted as if any reference to the authority of or action by the Declarant

in this Article 6 were a reference to the ARC. Notwithstanding anything herein to the contrary, the Board of Directors shall have the sole right and authority to appoint and remove the members of the ARC.

## Article 7 Use Restrictions and Rules

7.1 Rules and Regulations. The Board of Directors may, from time to time, with the consent of the Declarant and without a vote of the members, promulgate, modify or delete reasonable rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the Declarant.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the rules and regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by the rules and regulations, that the rules and regulations may change from time to time, and that such changed rules and regulations may or may not be set forth in an instrument recorded in the Walton County, Georgia land records.

7.2 Residential Use. Each Lot shall be used for residential purposes exclusively. Leasing of a Lot for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing at the Lot may conduct business activities within the residential dwelling located thereon so long as the business activity: (a) does not otherwise violate the provisions of the Declaration, Bylaws or any rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; (h) does not threaten the security or safety of other residents of the Community; and (i) does not involve door-to-door solicitation within the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity. Notwithstanding anything to the contrary herein, nothing in this Section 7.2 shall be construed as prohibiting the Declarant from

maintaining model homes, speculative housing, sales offices or construction trailers in the Community.

7.3 Signs. No sign of any kind shall be erected or displayed within the Community without prior written approval under Article 6 hereof or in compliance with the Architectural Guidelines; provided, however, the following signs may be erected on any Lot without approval: (a) one (1) professionally lettered "For-Sale" or "For Rent" sign consistent with the Community-Wide Standard; (b) security signs not larger than 18-inches by 18-inches consistent with the Community-Wide Standard; and (c) signs required by legal proceedings. Notwithstanding the foregoing, the Board, on behalf of the Association, and the Declarant shall have the right to erect and display reasonable and appropriate signs including, without limitation, signs relating to the development, construction, marketing and sales of residential dwellings located on Lots in the Community. The Board of Directors shall also have the right to adopt reasonable rules and regulations governing the display and placement of signs in the Community, including, without limitation, imposing reasonable time, place and manner restrictions. The Board or Declarant, as the case may be, may impose a reasonable fine for the display of any sign which violates this provision and is not removed within twenty-four (24) hours after written demand is delivered to the Owner at the Lot. The provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of foreclosure.

#### 7.4 Vehicles; Parking.

(a) General. Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated parking areas established by the Board, if any. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking spaces serving the Lot" shall refer to the number of garage parking spaces and if, and only if, the Owners and Occupants of a Lot have more vehicles than the number of garage parking spaces, those excess vehicles which are an Owner's or Occupant's primary means of transportation on a regular basis may be parked on the driveway located on such Lot; provided, however, no vehicle parked on a driveway shall encroach onto any portion of a sidewalk, public right-of-way or any grassy or landscaped area. All parking shall be further subject to such reasonable rules and regulations as the Board may adopt from time to time.

(b) Garages. All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and not for storage or other purposes; provided, however the use of a garage for storage shall be permitted provided such storage does not prevent an Owner or Occupant from parking such Owner's or Occupant's vehicles in the garage on a regular basis. Garages shall not be converted to additional living space unless the same has been approved in accordance with Article 6 hereof.

(c) Disabled and Stored Vehicles. No vehicle may be left upon any portion of the Community, except in an enclosed garage or other area designated by the Board, if any, for a



period of more than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors or the appropriate authority of the City of Monroe or Walton County. No towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go cart, golf cart, commercial vehicle, camper, bus or mobile home shall be regularly stored in the Community or temporarily kept in the Community, except if kept in an enclosed garage or other area designated by the Board, if any, for periods longer than forty-eight (48) hours (the temporary removal of such vehicle from the Community shall not be sufficient to establish compliance with the forty-eight (48) consecutive hour provision provided for herein). Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community except as may be reasonably necessary to provide service to or delivery within the Community or as otherwise permitted by the Board of Directors.

(d) Commercial Vehicles. The term "commercial vehicles" as used in this paragraph, shall include, without limitation, any vehicle which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders, ladder racks, vehicles displaying signage of a commercial or business nature or vehicles which are not primarily used for the transportation of passengers, all as determined by the Board in its sole discretion. Commercial vehicles shall not be permitted in the Community unless they are kept in an enclosed garage or other area designated by the Board, if any; provided however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service to or make a delivery within the Community.

(e) Alleys. Owners and Occupants shall exercise reasonable care in their use of they Alleys so as not to cause more than normal wear and tear on the same. No Lot Owner, or any Occupant, tenant, guest, licensee or invitee of a Lot Owner shall park any vehicle within the Alleys or block, impair or otherwise impede in any manner an Owner's access, egress or ingress to and from such Owner's Lot. Without the written consent of the affected Lot Owners, an Alley shall not be blocked or obstructed; provided, however, upon not less than thirty six (36) hours prior written notice to the other Owners, an Owner or the Association, as the case may be, shall have the right to temporarily block or obstruct all or a portion of an Alley as may be reasonably necessary to: (a) effect maintenance, repairs, or reconstruction thereof; or (b) effect maintenance, repairs, or reconstruction to a structure or other improvement on an Owner's Lot; provided, however, the Owner of the Lot performing any such work shall exercise reasonable efforts to avoid or minimize obstruction of the Alley and interruption or disturbance of the use and occupancy of any other Lot during performance of such work; and provided, further, in the event of an emergency situation necessitating maintenance, repairs, or reconstruction hereunder where thirty six (36) hours prior written notice is not practicable, the Owner or the Association, as the case may be, performing such work shall provide written notice to the other Owners as soon as is reasonably practicable.

(f) Traffic Regulations. All vehicular traffic on the Alleys shall be subject to the provisions of state and local laws concerning the operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including, without limitation, imposing reasonable safety measures and speed limits. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying and collecting fines for the violation thereof. In the event of a conflict between the provisions of state and local laws and the rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

(h) Remedies of the Association for Noncompliance. If any vehicle is parked on any portion of the Common Property or Alleys in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may cause the vehicle to be towed or booted, subject to compliance with applicable law, including any notice required thereby. The notice may be a general notice by signage or may be placed on the vehicle, if and as allowed under applicable law, as the case may be. If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on any landscaped area or otherwise creates a hazardous condition, the Board or agent of the Association may have the vehicle towed immediately, subject to compliance with applicable law. If a vehicle is towed or booted in accordance with this subparagraph and applicable law, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(i) Declarant Exemption. Notwithstanding anything to the contrary in this Section 7.4, the Declarant, and its respective agents, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on any and all streets within the Community as needed in order to facilitate the construction, development, maintenance and build out of the Community.

7.5 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in a reasonable number as determined by the Board from time to time in its sole discretion. No animals shall be kept, bred or maintained for any commercial purpose. No dog runs, runners or exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with Article 6 hereof. Dogs shall at all times when outside of a dwelling located on a Lot be kept on a leash or otherwise under the physical control of a responsible person. All Owners must control their animals at all times, whether or not such Owner is present, in a manner that will prevent any animal from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently; (b) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other

Owners as to the safety of themselves, their families, guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Owner(s) or Occupant(s) of any other Lot; all of the foregoing as determined by the Association in its sole discretion. The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that an Owner fails to remove an animal as provided herein, the Association shall have the right, but not the obligation, to institute legal action to have the animal removed and all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred, shall be a specific assessment against the Lot of such Owner.

All pets shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter the Community to patrol and remove unlicensed pets. Animal waste deposited in the Community must be removed by the owner of the animal or the person responsible for the animal. The Association may adopt reasonable rules and regulations designed to minimize damage and disturbance to other Owners and Occupants, including, without limitation, regulations requiring damage deposits, waste removal, leash controls and noise controls.

7.6 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors outside of a home shall be permitted, located, used, placed, installed or maintained upon all or any portion of a Lot, unless, if applicable, it has been approved pursuant to Article 6 hereof. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board. Notwithstanding anything to the contrary herein, each Owner and Occupant acknowledges that the Declarant and its agents, contractors, subcontractors and assigns may engage in construction activities on one or more Lots in the Community and further agrees that such construction activities shall not be deemed a nuisance as provided herein.

7.7 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

7.8 Antennae. No exterior antenna, receiving dish or similar apparatus of any kind for receiving and/or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Lot, unless approved in accordance with the provisions of Article 6 hereof or as otherwise permitted by the Architectural Guidelines; provided, however, no approval shall be necessary to install the following on a residential dwelling located on a Lot: (a) antennae designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennae designed to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennae designed to receive video programming services via multi-point distribution services or antennae designed to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennae that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the residential dwelling located on a Lot unless such installation: (x) imposes unreasonable delay or prevents the use of the antennae; (y) unreasonably increases the cost of installation; or (z) an acceptable quality signal cannot otherwise be obtained.

7.9 Tree Removal. No trees that are more than four (4) inches in diameter at a point twelve (12) inches above the ground and no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter, shall be removed without prior written approval under Article 6 hereof or otherwise in accordance with applicable Architectural Guidelines. The Association and Owners shall also comply with all zoning conditions and local ordinances applicable to tree removal. In the event of a conflict between the provisions of this Section and any zoning condition or local ordinance, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant.

7.10 Drainage. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter drainage flow across or from his or her Lot after the location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof. In the event storm water drainage from any Lot or Lots flows across another Lot, provisions shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course although no specific drainage easement for such flow of water is provided on the subdivision plat for the Community recorded in the Walton County, Georgia land records.

7.11 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board of Directors, it would create an unsafe condition.

7.12 Garbage Cans, Woodpiles, Etc. All garbage cans, recycling bins, woodpiles, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from the view of neighboring streets and property. All rubbish, trash, garbage, recycling materials and yard waste shall be regularly removed and shall not be allowed to accumulate. Unless otherwise provided by the Board, trash, recycling and yard waste receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash removal, recycling and yard waste pick-up shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt from time to time.

7.13 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with prior written approval in accordance with the provisions of Article 6 hereof. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Lot(s) with the consent of the Owner of the affected Lot(s) and to approve the revision and re-recording of any plat of any Lot(s) owned by any builder or developer, including, but not limited to, changing any Lot to Common Property, changing Common Property to a Lot or right-of-way or creating a public or private street over all or any portion of a Lot, Common Property or other property within the Community, without the consent of any Person, other than the Owner(s) of such Lot(s).

7.14 Firearms. The discharge of firearms within the Community is prohibited except by law enforcement officials in the performance of their respective duties. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, archery equipment and firearms of all types, regardless of size.

7.15 Fences. Except as provided herein, no fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot without prior written approval in accordance with Article 6 hereof or in compliance with applicable Architectural Guidelines. Guidelines detailing acceptable fence styles or specifications may be issued pursuant to Article 6, but in no event may a chain link or barbed wire fence be approved. Notwithstanding the foregoing, Declarant and the Association may erect any type of fence on the Common Property or elsewhere within the Community as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for the health and safety of Owners and Occupants.

7.16 Utility Lines. No overhead utility lines, including lines for cable television, shall be installed within the Community.

7.17 Air-Conditioning Units. No window air conditioning units may be installed.

### 7.18 Exterior Lighting, Displays and Decorations.

(a) Exterior Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: (i) approved lighting as originally installed on a Lot; (ii) one decorative post light; (iii) street lights in conformity with an established street lighting program for the Community; (iv) reasonable seasonal decorative lights displayed for a reasonable period of time during the holiday season, subject to any rules and regulations adopted by the Board; (v) front house illumination of model homes; or (vi) other lighting approved under Article 6 hereof or in accordance with applicable Architectural Guidelines.

(b) Displays and Decorations. Religious or holiday symbols and decorations may be displayed on a Lot of the kinds normally displayed in single-family residential neighborhoods; provided, however, the Association may adopt reasonable time, place and manner restrictions with respect to said symbols and decorations visible from outside of a structure located on a Lot, including, without limitation, limitations on appearance, style, size, and number.

7.19 Conservation Equipment. No solar energy collector panels or attendant hardware or other conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure or otherwise screened from view and approved in accordance with Article 6 hereof or applicable Architectural Guidelines.

7.20 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without prior written approval in accordance with the provisions of Article 6 hereof and in no event shall any above-ground swimming pool be permitted; provided, however, portable or inflatable wading pools designed for use by small children shall be permitted so long as they are properly maintained and stored out of view from neighboring property and public streets when not in use.

7.21 Artificial Vegetation, Gardens, Play Equipment, Exterior Sculpture, Water Features and Similar Items. No artificial vegetation shall be permitted on the exterior of a Lot or on the Common Property. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), exterior sculpture, fountains, or water features may be erected on any Lot without prior written approval in accordance with Article 6 hereof or the Architectural Guidelines.

7.22 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

7.23 Entry Features. Owners shall not alter, remove or add improvements to any entry features or streetscapes erected by or on behalf of the Declarant or the Association on any Lot in connection with the original development of the Community, or any part of any easement area associated therewith without prior written approval in accordance with the provisions of Article 6 hereof or in accordance with applicable Architectural Guidelines.

7.24 Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other

structure may be used as a residence, either temporarily or permanently, without written approval under Article 6 hereof or in compliance with applicable Architectural Guidelines. However, this Section shall not be construed to prevent the Declarant, its representatives and agents and those engaged in development, construction, marketing, property management or sales in the Community from using sheds, trailers or other temporary structures for any of the foregoing purposes. In addition, nothing in this Section shall be construed to prevent the Declarant from developing, constructing, marketing, or maintaining model homes, speculative housing, sales offices or construction trailers within the Community.

7.25 Flags. Except for flags installed by the Declarant, no flags may be displayed on any Lot without prior written approval in accordance with the provisions of Article 6 hereof or as otherwise permitted in the Architectural Guidelines established thereunder; provided, however no approval shall be required to display the flag of the United States of America and the current flag of the State of Georgia on a Lot in accordance with the provisions of the U.S. Flag Code (36 US Code 10) and usual and customary practice. The Board of Directors may promulgate reasonable rules and regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the United States flag; provided, however, the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on a Lot in the Community in contravention of the Freedom to Display the American Flag Act of 2005.

7.26 Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Community without the prior written consent of the Board of Directors. If permitted, such activities shall be subject to all reasonable conditions that the Board may impose.

7.27 Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. The side of all window treatments, with the exception of stained wood blinds or shutters, which can be seen at any time from the outside of any structure located on a Lot shall be white, off-white or such other color(s) as may be permitted in the Architectural Guidelines. Bed sheets, blankets, towels, black plastic, paper and similar type items shall not be used as window treatments.

7.28 Storm and Screen Doors and Windows. Owners shall not install or maintain storm doors, screen doors, storm windows, window screens or any of the foregoing on a Lot without prior approval in accordance with the provisions of Article 6 hereof or in accordance with applicable Architectural Guidelines.

7.29 Leasing Restrictions. In order to: (a) protect the equity of the individual members; (b) carry out the purpose for which the Association was formed by preserving the character of the Community as a residential community of predominantly owner-occupied homes; and (c) prevent the Community from assuming the character of a renter-occupied neighborhood, leasing of Lots shall be governed by the restrictions imposed by this Section.

No Owner may lease his or her Lot unless the Owner has received either a leasing permit or a hardship leasing permit, in writing, from the Board of Directors, all as may be more specifically set forth below. A leasing permit or hardship leasing permit will allow an Owner to lease his or her Lot in accordance with the terms and conditions set forth in this Section and in accordance with the rules and regulations of the Association and the covenants and conditions set forth in the Declaration. Notwithstanding anything to the contrary herein, leasing permits and hardship leasing permits shall only be valid as to a specific Owner and Lot and shall not be transferrable between Lots or subsequent Owners.

For purposes of this Section, leasing means the regular, exclusive occupancy of a Lot by any Person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (a) occupancy of the Lot by a member of the Owner's family; (b) occupancy of the Lot by a roommate of an Owner-Occupant; (c) occupancy of the Lot by one or more wards if the Lot is owned by their legal guardian, or (d) occupancy of the Lot by one or more beneficiaries of a trust if the Lot is owned in trust by the trustee.

(a) Leasing Permits. Any Owner desiring to lease a Lot shall submit a written request to the Board of Directors for a leasing permit. The Board of Directors shall automatically approve an Owner's request for a leasing permit and shall issue the same if less than fifteen percent (15%) of the Lots in the Community are leased. If fifteen percent (15%) or more of the Lots in the Community are leased, no additional leasing permits shall be issued, except for hardship leasing permits as provided below, until that number falls below fifteen percent (15%). Owners who have been denied a leasing permit shall be placed on a waiting list to be issued such a permit. When the number of leased Lots falls below fifteen percent (15%), the Owner at the top of the waiting list shall be issued a leasing permit and shall have ninety (90) days to lease such Lot at which time if the Lot is not leased, the leasing permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, the issuance of a hardship leasing permit to an Owner shall not cause such Owner to be removed from the waiting list for a leasing permit.

Leasing permits are automatically revoked upon: (a) the sale or transfer of a Lot to a third party (excluding sales or transfers to an Owner's spouse); (b) the failure of an Owner to lease his or her Lot within ninety (90) consecutive days at any time after the issuance of such leasing permit; or (c) the occupancy of the Lot by the Owner.

(b) Hardship Leasing Permits. If an Owner believes that he or she must lease his or her Lot to avoid an undue hardship, the Owner shall apply to the Board in writing for a hardship leasing permit. The Board may issue or deny requests for hardship leasing permits in its discretion after considering the following factors, which include, but are not limited to: (a) the nature, degree and likely duration of the hardship; (b) the harm, if any, which will result to the Community if the hardship leasing permit is approved; (c) the number of hardship leasing permits which have been issued to other Owners; (d) the Owner's role in causing the hardship or ability to cure the hardship; and (e) whether previous hardship leasing permits have been issued to the Owner.



A hardship hereunder shall include, but not be limited to, the following situations: (a) an Owner dies and the Lot is being administered by his or her estate; (b) an Owner must relocate outside metropolitan Atlanta and cannot, within six months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after making reasonable efforts to do so; or (c) an Owner takes a leave of absence or temporarily relocates out of the metropolitan Atlanta area and intends to return to reside in the Lot within one year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may reapply for additional hardship leasing permits at the expiration of a hardship leasing permit in accordance with the procedures set forth herein.

(c) Leasing Provisions. Leasing permits and hardship leasing permits issued pursuant to this Article shall be governed by the following provisions:

(i) Notice. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with the following information: (A) a copy of the fully executed lease agreement; (B) the name of the lessee and all other people occupying the Lot; (C) the phone number of the lessee; (D) the Owner's address and telephone number other than at the Lot; and (E) such other information as the Board may reasonably require.

(ii) General. Lots may be leased only in their entirety; rooms, basements or fractions or portions of a Lot may not be leased without the prior written approval of the Board of Directors. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board of Directors. All leases must be for an initial term of at least one (1) year, except with written approval by the Board of Directors, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee with copies of the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines of the Association and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the Association's rules and regulations and Architectural Guidelines.

(iii) Compliance; Liability for Assessments. If a Lot is leased or occupied in violation of this Article, then the Board of Directors shall be authorized, in addition to all other available remedies, to terminate the lease and occupancy, and to suspend all voting rights and the right to use and enjoy the Common Property of the Owner and any unauthorized tenants(s) or Occupant(s). Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws and Rules and Regulations and Architectural Guidelines. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations and Architectural Guidelines adopted pursuant thereto. Lessee shall control the conduct of all other Occupants and guests of the leased Lot in

order to ensure such compliance. The Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations and Architectural Guidelines adopted pursuant thereto.

In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation or Architectural Guideline for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws or rules and regulations and Architectural Guidelines adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law.

(B) Liability for Assessments; Assignment of Rent. If an Owner who is leasing his or her Lot fails to pay any general, special or specific assessment or any other charge owed to the Association for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(C) Right to Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property.

(d) Exemptions. The provisions of this Section shall not apply to the Association or any Mortgagee in possession of a Lot through foreclosure or otherwise as a result of the exercise of any rights arising out of a first priority Mortgage on a Lot; provided, however, any leasing transaction entered into by the Association or any Mortgagee in possession of a Lot through foreclosure shall comply with the requirements in subsection (c) hereof.

(e) Rights Reserved for Declarant. Notwithstanding the restriction on the leasing of Lots as described herein, Declarant may enter into a lease agreement for the lease of a Lot and the extent and duration of said lease agreement shall be determined solely by Declarant. Under such circumstances, Declarant shall not be required to obtain a leasing permit or a hardship leasing permit as provided herein. Declarant may also grant an Owner a leasing permit for any reason and the extent and duration of said privilege granted by Declarant shall be determined solely by Declarant. Said leasing permit may, but shall not be required to, count towards the leasing cap applicable to the Lots set forth herein, as determined by the Declarant in its sole discretion. Any ability to lease a Lot granted by Declarant which extends beyond the termination of Declarant's rights under this Declaration shall be valid and may not be terminated by the Association so long as the Owners and Occupants comply with the terms and conditions imposed by Declarant. Notwithstanding the foregoing, any leasing authorized or entered into by the Declarant pursuant to this subsection (e) shall comply with the provisions set forth in subsection (c) above.

7.30 Storm Water Detention/Retention Ponds, Creeks and Streams. Except as herein provided, any storm water retention/detention pond within the Community shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, boating, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted without the prior written consent of the Board of Directors. The Association, the Declarant and their representatives, agents, employees, officers or directors shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any storm water detention/retention pond within the Community. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in any body of water in the Community. Applicable governmental agencies, the Declarant and the Association, shall have the sole right to control the water level of all bodies of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond. Owners shall not be permitted to withdraw water from any creek or stream in the Community without the prior written consent of the Board of Directors and shall have no riparian or littoral rights with respect to the waters in any creek or stream within the Community.

7.31 Buffer Areas. Portions of the Community contain one or more creek buffer areas, as may be more particularly identified on the recorded subdivision plat(s) for the Community. No land disturbing or construction activities shall be permitted within said buffer areas unless approved pursuant to Article 6 hereof and in compliance with any applicable local or governmental laws, ordinances and regulations, including, without limitation, the Control of Erosion and Sedimentation Act, O.C.G.A. Section 12-7-1, *et seq.*, as amended from time to time.

7.32 Construction Requirements. All residential dwellings constructed on Lots shall have a 7:12 roof pitch, contain shutters and gutters and the front of the exterior of such dwellings shall be 75% stone or brick.

Article 8  
Insurance and Casualty Losses

8.1 Insurance Obtained by Association. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Community. Additionally, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Property, which the Association is obligated to maintain, which insurance shall include the Alleys. Insurance obtained and maintained by the Association shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million and No/100 Dollars (\$1,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors. Notwithstanding the foregoing, nothing in this Section 8.1 shall be construed as obligating the Association to obtain or maintain insurance covering a Lot, including, without limitation, any structures or improvements located thereon or a Lot Owner's or Occupant's personal property.

In addition to the other insurance coverage required by this Section, the Board of Directors shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employee dishonesty coverage covering directors, officers, employees and other Persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the director's best business judgment and shall satisfy local, state or federal requirements for such coverage, if any. Such coverage, if obtained, shall also contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage and flood insurance, if and to the extent necessary to satisfy the applicable requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

8.2 Insurance Obtained by Lot Owners. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges and understands that the Association has no obligation to provide any insurance for any portion of a Lot and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall obtain and maintain the following: (a) all-risk casualty insurance on the Lot and all structures, dwellings and improvements located or constructed thereon, which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy and, if reasonably available, shall be in an

amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard; (b) a liability policy covering damage or injury occurring on a Lot; and (c) insurance covering an Owner's or Occupant's personal property. The policies required hereunder shall be in effect at all times.

8.3 Damage and Destruction -- Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any structure or improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information is made available; provided, however, such extension shall not exceed sixty (60) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot subject to assessment under Article 4 hereof. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess funds shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard and this Declaration.

8.4 Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any structure or improvement located on a Lot shall be repaired or reconstructed by the Owner thereof in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 6 of this Declaration. Said repair or reconstruction shall be completed within seventy-five (75) days after such damage or destruction occurred or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable period of time thereafter. Alternatively, the Owner of the Lot may elect to demolish all improvements on the Lot and remove all debris and ruins therefrom within seventy-five (75) days after such damage or destruction occurred and thereafter maintain the Lot in a neat

and attractive, landscaped condition consistent with the Community-Wide Standard and this Declaration. The Owner shall pay all costs which are not covered by insurance proceeds.

## Article 9 Easements

9.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat(s) for the Community, as amended from time to time, as well as the easements now or hereafter established by the Declarant in this Declaration or by any other document recorded in the Office of the Clerk of Superior Court of Walton County, Georgia.

9.2 Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's Lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

- (a) the right of the Association to limit the number of Persons who may use the Community recreational facilities and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;
- (b) the right of the Association to suspend the right of an Owner to use and enjoy the Community recreational facilities for: (i) any period during which any past due assessment against any Unit of the Owner remains unpaid; or (ii) for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations, as more particularly provided herein;
- (c) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of the Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community);
- (d) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

(e) the right of the Association to transfer or convey title to all or any portion of the Common Property upon the approval of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant;

(f) all other rights of the Association, Declarant, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration or in any deed conveying Common Property to the Association; and

(g) all encumbrances, including, without limitation, easements, zoning conditions, and other matters shown by the public records affecting title to the Common Property.

9.3 Easements for Utilities. There is hereby reserved to the Declarant and granted to the Association a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installing, altering, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to serve the Community. Declarant, the Association or their respective designees, as the case may be, may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board shall have the right to grant such easement. The Board of Directors, without a vote of the Owners, shall have the right, power and authority to grant permits, licenses, utility easements and other easements under, through, or over the Lots, and/or the Common Property, as may be reasonably necessary or desirable for the proper maintenance and ongoing operation of the Community.

9.4 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplementary Declaration, Bylaws, rules and regulations of the Association and Architectural Guidelines, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable period of time after requested by the Association, but shall not authorize entry into any residential dwelling located on a Lot without the permission of the Owner thereof.

9.5 Easement for Maintenance. Declarant hereby grants to the Association a perpetual easement across the exterior portions of all Lots as may be reasonably necessary for the

maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractor(s) at their sole cost and expense.

9.6 Easement for Entry Features and Streetscapes. There is hereby reserved to the Declarant and granted to the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Lot containing such entry features or streetscapes as may be more fully described or identified on the recorded subdivision plat(s) for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

9.7 Easement for Drainage. There is hereby reserved by the Declarant and granted to the Association an easement upon, across, above and under all storm water drainage easement areas as shown on the recorded subdivision plat(s) for the Community for access, ingress, egress, installing, altering, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Community or any portion thereof. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to the Declarant and granted to the Association a blanket easement across all Lots for creating and maintaining satisfactory drainage in the Community; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across downstream Lots will result from the construction of impervious surfaces within or adjacent to the Community. The Declarant, the Association, their respective officers, directors, representative or agents or any builder or Owner constructing according to plans and specifications approved under Article 6 hereof shall not have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Community.

9.8 Easement During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, Architectural Guidelines, and amendments or revisions thereto, Declarant reserves an easement across the Community to maintain and carry on, upon such portion of the Community as it may reasonably deem necessary, such facilities and activities as in its sole opinion may be required or convenient for its development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or any other property being developed by Declarant, including, but not limited to: (a) the right to place or authorize the placement of marketing and directional signs on Lots or right-of-ways at street intersections within the Community; (b) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; (c) the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; (d) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair



any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (e) the right to grant easements over, under, in or on the Community, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (f) the right, without the consent of any Person, to subdivide and/or revise and re-record the subdivision plat(s) of the Community, including, without limitation, creating and/or more specifically describing any Lot, changing any Lot or portion of a Lot to Common Property or creating a public or private street over all or any portion of a Lot or other property within the Community; provided, however, the boundary lines of any Lot not owned by Declarant shall not be changed without the written consent of the Owner(s) and Mortgagee(s) of such Lot; (g) the right to construct recreational facilities, utilities and other improvements on Common Property; (h) the right to carry on sales and promotional activities in the Community; and (i) the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant may use residences, offices or other buildings it owns or leases as model residences and sales offices. This Section shall not be amended without the Declarant's written consent until the Declarant's rights have terminated as provided in Section 10.5 hereof.

9.9 Easement for Alleys. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive right-of-way easement for vehicular and pedestrian access, ingress and egress over and across the Alleys located within the Community. At such time as one or more subdivision plats for the property submitted to this Declaration are recorded in the Walton County, Georgia land records, any reference to the Alleys shall then and thereafter mean a reference to they Alleys as actually constructed and depicted on the recorded subdivision plat. The right-of-way easement herein granted shall permit joint usage of such easement by: (a) the Owners and Occupants; (b) the legal representatives, successors and assigns of the Owners; and (c) invitees and licensees of the Owners and Occupants. Declarant hereby expressly reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of any right-of-way easement area which are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to maintain one or more proprietary signs on the easement area and the right to grant additional non-exclusive easements to third parties, over, under and across the easement area. Declarant hereby reserves for the benefit of Declarant and grants to the Association as Common Property, the perpetual nonexclusive right and easement upon, over and across the Alleys for the installation, maintenance, and use of such Alleys, grading for proper drainage of said streets and roads, and related activities and improvements.

## Article 10 General Provisions

10.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations, use restrictions and Architectural Guidelines, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plat(s) for the Community and in the deed to such Owner's

Lot, if any. The Declarant or the Association, acting through the Board of Directors, may impose fines or other sanctions for violations of the foregoing in accordance with this Declaration and the Bylaws, which fines shall be collected as provided herein for the collection of assessments; provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by Declarant and the Association for the same violation; and provided, further, the Declarant or the Association, as the case may be, may count each day a violation continues after notice thereof as a separate violation. In the event fines or other sanctions are imposed by Declarant, Declarant shall have any and all rights to collect such fines or sanctions (which fines shall be payable to the Association) and any related charges, including, without limitation, reasonable attorneys' fees actually incurred and costs of collection, in the same manner as provided herein for the collection of assessments by the Association acting through the Board.

Failure to comply with this Declaration, the Bylaws, the use restrictions, rules and regulations or the Architectural Guidelines shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorneys' fees actually incurred, maintainable by the Association, Declarant, or an aggrieved Owner. The failure by the Declarant, the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. Declarant or the Association, as the case may be, shall have the right to record in the Walton County, Georgia land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or Architectural Guidelines and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

10.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Architectural Guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Architectural Guidelines. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

10.3 Self-Help. In addition to any other remedies provided for herein, the Association, acting through the Board, the Declarant or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, improvement, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, the use restrictions or the Architectural Guidelines. Unless an emergency situation exists, the violating Owner shall be given ten (10) days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required herein or by law. All costs of self-help, including, without limitation, reasonable attorneys' fees actually incurred, shall be assessed against the Lot of the violating Owner as a specific assessment.

10.4 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association, Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be: (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to terminate such provisions, in whole or in part, in which case this Declaration shall be terminated to the extent specified therein.

10.5 Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant no longer owns any property in the Community and no longer owns any additional property that can be annexed to the Community as provided herein and a certificate of occupancy has been issued for the residential dwelling located on each Lot in the Community; or (b) the date of recording by Declarant in the Walton County, Georgia land records of a written instrument terminating all of Declarant's rights hereunder.

10.6 Amendment.

(a) By the Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (iv) necessary to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use his or her Lot without the consent of the affected Owner.

Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Lot hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner.

(b) By the Board. The Board of Directors, with the written consent of the Declarant, and without a vote of the members may amend this Declaration: (i) to elect to be governed by and thereafter comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*; (ii) to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (iii) to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iv) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (v) to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use his or her Lot without the consent of the affected Owner.

(c) By the Association. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent or any combination of affirmative vote and written consent of Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant.

Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein.

The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

10.7 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine.

10.8 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision

which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

10.9 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

10.10 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

10.11 Preparer. This Declaration was prepared by Rachel E. Conrad, Dorough & Dorough, LLC, Attorneys at Law, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

10.12 Notices. Except as otherwise specifically provided in such document(s), as the case may be, notices provided for in this Declaration, the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant and to the Association at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address, including an electronic mail address, for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone number(s) where they can be reached. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Uniform Electronic Transactions Act". The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

10.13 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorneys' fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee

members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

10.14 Notice of Sale or Acquisition. Owners must keep the Association apprised of their name, address and telephone number. Accordingly, prior to the sale of a Lot, an Owner shall provide the Association with written notice of the name of the purchaser and such other information as the Board may reasonably require. Upon acquisition of title to a Lot, each new Owner shall provide the Association with written notice of the name, mailing address and telephone number of the Owner, the names of the Occupants of the Lot, if any, and such other information as the Board may reasonably require. All Owners shall notify the Association of any change in name, address or telephone number.

10.15 Agreements. Subject to the prior approval of Declarant, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

10.16 Variances. Notwithstanding anything to the contrary contained herein, the Declarant and the Board of Directors with the consent of Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

10.17 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. This Section shall not apply to: (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to *ad valorem* taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

10.18 No Discrimination. No action shall be taken by the Declarant, the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability.

10.19 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, ARE NOT INSURERS OR PROVIDERS OF SAFETY OR SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SAFETY OR SECURITY ON THE COMMON PROPERTY OR ANY OTHER PORTION OF THE COMMUNITY; AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

10.20 Disclosures. Every Owner, by acceptance of a deed to a Lot, acknowledges that it will be subject to and bound by the terms and conditions of this Declaration, Bylaws, Architectural Guidelines and any rules and regulations adopted pursuant thereto.

Each Owner and Occupant also acknowledges the following:

- (a) that the Community is located adjacent to thoroughfares and may be affected by traffic and noise from time to time, and such thoroughfares may be improved or widened in the future;
- (b) that the views from an Owner's Lot may change over time due to among other things, additional development and the removal or addition of landscaping;
- (c) that no representations are made regarding the zoning of adjacent property or that the category to which adjacent property is zoned may not change in the future;

(d) that no representations are made regarding the schools that currently, or which may in the future, serve the Community;

(e) that because in every development there are conditions that different purchasers may find objectionable, including but not limited to traffic congestion and related noise, each Owner acknowledges that there may be conditions outside of the property that such Owner finds objectionable and that it shall be the sole responsibility of such Owner to become acquainted with neighborhood conditions that could affect the Lot; and

(f) that Declarant may be engaging in construction activities within the Community. Such construction activities may, from time to time, produce certain conditions within or in the vicinity of the Community, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of Persons in the Community. Notwithstanding the foregoing, each Owner agrees that such conditions in the Community resulting from construction activities shall not be deemed a nuisance or discomfort to Owner and shall not cause Declarant and its representatives or agents to be deemed in violation of any provision of this Declaration.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Declarant herein hereby executes this Declaration under seal, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

DECLARANT: **LGI HOMES – GEORGIA, LLC**, a Georgia limited liability company

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

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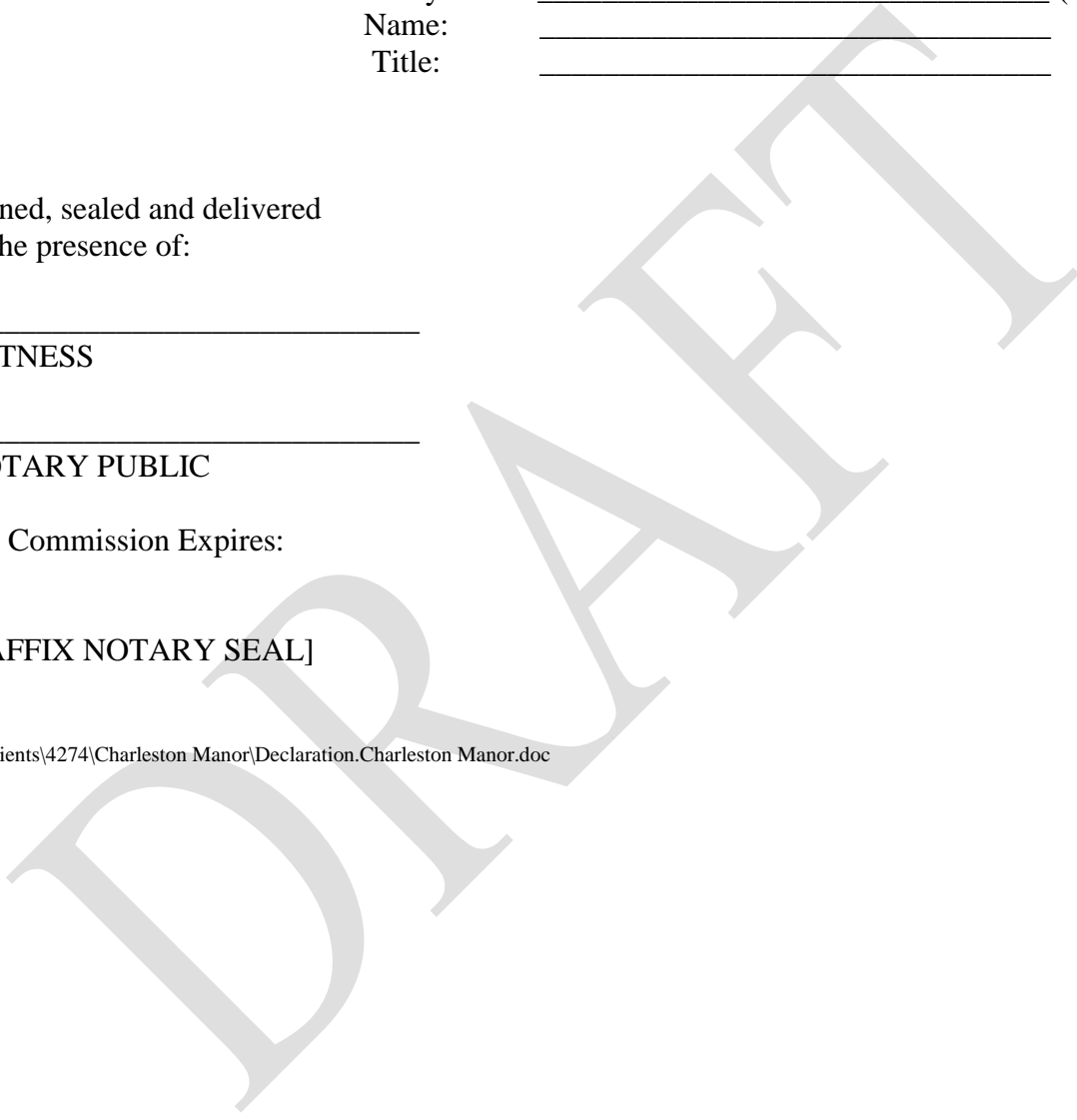


EXHIBIT "A"  
Property Description

[to be attached prior to recording]

DRAFT

EXHIBIT "B"  
Additional Property

ALL THAT TRACT OR PARCEL OF LAND, lying and being in Land Lots 102 and 103 of the 3rd District, Walton County, Georgia.

DRAFT

EXHIBIT "C"  
Bylaws of Charleston Manor Homeowners Association, Inc.

[to be attached prior to recording]

DRAFT



**To:** City Council  
**From:** Patrick Kelley  
**Department:** Planning, Zoning and Code  
**Date:** 12-19-18  
**Description:** Code of ordinance update

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**Budget Account/Project Name:** NA

**Funding Source:** 2018 NA

**Budget Allocation:** NA

**Budget Available:** NA

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

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**Recommendation:** approval

**Background:** This update is pursuant to aligning our ordinance with the requirements of the DNR regarding Historic Preservation. Most specifically, the length of terms of appointed members of the Historic Preservation Commission and maintaining Certified Local Government status.

**Attachment(s):**

See below

AN ORDINANCE TO AMEND CHAPTER 54 ARTICLE II SECTION 54-38 OF THE CODE OF ORDINANCES OF THE CITY OF MONROE, GEORGIA, REGARDING THE CITY'S HISTORIC PRESERVATION COMMISSION MEMBERSHIP

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

**Article I.**

Chapter 54, Article II, Section 54-38 of the Code of Ordinances is hereby amended by removing Section 54-38 and replacing it with the following in lieu thereof:

The historic preservation commission shall consist of five members appointed by the mayor and ratified by the city council who have demonstrated special interests, experience or education in history, architecture or the preservation of historic resources. Members shall serve three-year terms. At the expiration of their term, members shall continue to serve until their successor is duly appointed. All members shall reside within the historic preservation jurisdiction of their respective municipality. The historic preservation jurisdiction is defined as the city limits, not the local historic district. In order to achieve staggered terms, initial appointments shall be: one member for one year; one member for two years; one member for three years; one member for four years; and one member for five years. Members do not receive a salary. One member may be appointed from the city council to serve as an ex-officio nonvoting member. This councilmember may be appointed annually by the mayor.

(Code 1988, § 8-4-13)

**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 on this \_\_\_ day of \_\_\_\_\_, 2019.**

**SECOND READING AND ADOPTED on this the \_\_\_ day of \_\_\_\_\_, 2019**

**CITY OF MONROE, GEORGIA**

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

**Attest: \_\_\_\_\_ (SEAL)  
Logan Propes, City Administrator**



**To:** City Council  
**From:** Patrick Kelley  
**Department:** Planning, Zoning and Code  
**Date:** 12-19-18  
**Description:** Development regulation amendment

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**Budget Account/Project Name:** NA

**Funding Source:** 2018 NA

**Budget Allocation:** NA

**Budget Available:** NA

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

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**Recommendation:** *Approve as submitted*

**Background:** This is an update of the current regulations which are outdated and somewhat unclear. This update clarifies and simplifies this section of the development regulations and spells out the exact options available for performance and maintenance bonding.

**Attachment(s):**

**AN ORDINANCE TO AMEND THE CODE OF CITY OF MONROE, GEORGIA.**

**TO REVISE DEVELOPMENT REGULATIONS AS FOLLOWS:**

**Be it ordained by the Mayor and Council of the City of Monroe, Georgia.**

**Article 11, by repealing said Article 11 in its entirety and inserting in lieu thereof a new Article 11 which shall read as follows:**

**PERFORMANCE AND MAINTENANCE BONDS**

11.1. Performance and Maintenance Agreement

Prior to the approval of a Final Plat or Certificate of Occupancy, the developer shall provide to the Department a Performance and Maintenance Agreement in a form as required by the Department.

11.1.1 Performance Surety

1. When Required. Performance surety shall be required, prior to the approval of a Final Plat or Certificate of Occupancy, for any development containing unfinished amenities, improvements, or installations required to be constructed by this ordinance or as a condition of any approval or permit granted thereunder, which the Director, in his sole discretion, determines to be the result of unusual weather, site conditions, or construction phasing situations. All other developments shall be completed prior to the approval of a Final Plat or Certificate of Occupancy.
2. Purpose. Performance surety shall be conditioned upon the faithful performance by the developer of all work required to complete all amenities, improvements, and installations for the development in compliance with this ordinance and any approval or permit granted thereunder within one (1) year of the approval of the Final Plat or Certificate of Occupancy.
3. Form. Performance surety shall be payable to the City of Monroe in the form of:
  - a). Cash deposited in an account with the City of Monroe along with an escrow agreement, in a form acceptable to the Director, from the developer; or
  - b). A surety bond, in a form acceptable to the Director, from a company that is listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570) as of the date of issuance and authorized by law to do business in the State of Georgia; or



- c). An irrevocable letter of credit, in a form acceptable to the Director, from a financial institution that has a Texas Ratio of less than 100% as of the date of issuance and is authorized by law to do business in the State of Georgia.
4. Amount. Performance surety shall be in an amount equal to the cost of construction of the required work plus an additional fifty percent (50%) of said costs, as calculated by the Director.
5. Period. Performance surety shall be for a period of one (1) year.
6. Release and Forfeiture. Performance surety shall be released to the developer upon request if all work required to complete all amenities, improvements, and installations for the development in compliance with this ordinance and any approval or permit granted thereunder has been completed within one year. If such work has not been completed within said one-year period, the performance surety shall be forfeited to the City of Monroe.

#### 11.1.2 Maintenance Surety

1. When Required. Maintenance surety shall be required, prior to the
  - a). approval of a Final Plat or Certificate of Occupancy, for any development containing public improvements.
2. Purpose. Maintenance surety shall be conditioned upon the faithful
  - a). maintenance by the developer of the public improvements in compliance with this ordinance and any approval or permit granted thereunder for a period of two (2) years following the approval of the Final Plat or Certificate of Occupancy.
3. Form. Maintenance surety shall be payable to the City of Monroe in the form of
  - a) Cash deposited in an account with the City of Monroe along with an escrow agreement in a form acceptable to the Director, from the developer; or
  - b) A surety bond, in a form acceptable to the Director, from a company that is listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570) as of the date of issuance and authorized by law to do business in the State of Georgia; or

- c) An irrevocable letter of credit, in a form acceptable to the Director, from a financial institution that has a Texas Ratio of less than 100% as of the date of issuance and is authorized by law to do business in the State of Georgia.
- 4. Amount. Maintenance surety shall be in an amount equal to fifty percent (50%) of the cost of construction of the public improvements, as calculated by the Director.
- 5. Period. Maintenance surety shall be for a period of two (2) years.
- 6. Release and Forfeiture. Maintenance surety shall be released to the developer upon request if the public improvements have been maintained in compliance with this ordinance and any approval or permit granted thereunder for a period of two years. If the public improvements are not so maintained by the developer for the entirety of said two-year period, the maintenance surety shall be forfeited to the City of Monroe.

**EFFECTIVE DATE**

**This Ordinance shall take effect after its adoption.**

**FIRST READING.** This \_\_\_\_ day of \_\_\_\_\_, 2019.

**SECOND READING and ADOPTED** on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF MONROE, GEORGIA**

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

**Attest:** \_\_\_\_\_ (SEAL)  
**Logan Propes, City Administrator**



**To:** Monroe City Council  
**From:** Logan Propes  
**Department:** Administration  
**Date:** 01/08/2019  
**Subject:** Resolution – Open Records Officer

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

**Funding Source:** N/A

<b>Budget Allocation:</b>	\$0.00	
<b>Budget Available:</b>	\$0.00	
<b>Requested Expense:</b>	\$0.00	<b>Company of Purchase:</b> N/A

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**Description:** Staff recommends the Council approve the resolution designating an Open Records Officer and an Alternate Open Records Officer.

**Background:**

The provisions of the Georgia Open Records Act (O.C.G.A. Section 50-18-70, et seq.) allows for the appointment of an Open Records Officer to whom all request for records must be made. The attached Resolution designates the City Administrator as the Open Records Officer, and the City Clerk as the Alternate Open Records Officer to act in the absence of the City Administrator. Upon approval, notification of the designated open records officer will be sent to the media and placed on the City's website.

**Attachment(s):**

Resolution

RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MONROE, GEORGIA  
FOR THE

PURPOSE OF NAMING AN OPEN RECORDS OFFICER, AN ALTERNATE  
OPEN RECORDS OFFICER AND FOR OTHER PURPOSES

WHEREAS, the provisions of the Georgia Open Records Act, the "Act" (O.C.G.A. Section 50-18-70, et seq.), were amended by action of the Georgia Legislature during the 2012 session; and

WHEREAS, one of the changes to the Act allows for the appointment of an Open Records Officer to whom all requests for records must be made; and

WHEREAS, a further change to the Act provides that a municipal corporation may require all requests made under the Act to be made in writing; and

WHEREAS, the Act further provides for notice of such change;

NOW THEREFORE, pursuant to the provisions of the Act, the City Council of the City of Monroe, the governing body of the City of Monroe, does hereby resolve as follows:

- (1) The City Administrator is designated as the Open Records Officer and the City Clerk is designated as the Alternate Open Records Officer to act in the absence of the City Administrator both to act for the City of Monroe, Georgia and all of its related and subsidiary entities as defined in the Act;
- (2) All requests for records made under the Act directed to the City of Monroe shall be made in writing to the Open Records Officer, or in his absence, to the Alternate Records Officer;
- (3) The Open Records Officer is directed to cause all City of Monroe websites to prominently display this designation and requirement;
- (4) The Open Records Officer is directed to notify The Walton Tribune as the county legal organ and any other media regularly covering City of Monroe matters of the content of this resolution;
- (5) The Open Records Officer is directed to notify City of Monroe employees and volunteers that any requests made under the Act shall be directed to the Open Records Officer or in his absence, the Alternate Records Officer; and
- (6) This action shall be effective immediately upon the notifications to the media and the changes to the websites having been made.

BE IT RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
John Howard, Mayor

Attest:

\_\_\_\_\_  
Debbie Kirk, City Clerk



**To:** Monroe City Council  
**From:** Logan Propes  
**Department:** Administration  
**Date:** 01/08/2019  
**Subject:** Approval - Election Qualifying Fees

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

**Funding Source:** N/A

<b>Budget Allocation:</b>	\$0.00	
<b>Budget Available:</b>	\$0.00	
<b>Requested Expense:</b>	\$0.00	<b>Company of Purchase:</b> N/A

**Description:** Request approval of 2019 Election Qualifying Fees per Georgia Code Section §21-2-131.

Georgia Code Section 21-2-131 provides that the governing authority of each municipality shall every year in which there is a general election fix and publish the qualifying fees for the offices that will be up for election.

Further, it appears that the General Election in and for the City of Monroe is scheduled to be held on Tuesday, November 5, 2019.

Then, in that event, the Mayor and Council Members of the City of Monroe have resolved that the qualifying fees in the upcoming General Election shall be set at \$180.00 for the offices of Council Members in Districts 1, 2, 4, 5, and 7.

Qualifying shall begin in the Office of the Walton County Board of Elections on Monday, August 19, 2019, at 8:30 A.M. and shall end on Friday, August 23, 2019, at 4:30 P.M. The office of the Walton County Board of Elections is located at 303 South Hammond Drive, Suite 111 in Monroe.

**Background:**

Qualifying fees for nonpartisan municipal offices are 3% of the previous year's gross salary for the office and are to be set and published no later than February 1 of each year in which there is a regular election.

**Attachment(s):**

Notice – 2019 Election Qualifying Fees

## NOTICE

### STATE OF GEORGIA CITY OF MONROE

Georgia Code Section 21-2-131 provides that the governing authority of each municipality shall every year in which there is a general election fix and publish the qualifying fees for the offices that will be up for election.

Further, it appears that the General Election in and for the City of Monroe is scheduled to be held on Tuesday, November 5, 2019.

Then, in that event, the Mayor and Council Members of the City of Monroe have resolved that the qualifying fees in the upcoming General Election shall be set at \$180.00 for the offices of Council Members in Districts 1, 2, 4, 5, and 7.

Qualifying shall begin in the Office of the Walton County Board of Elections on Monday, August 19, 2019, at 8:30 A.M. and shall end on Friday, August 23, 2019, at 4:30 P.M. The office of the Walton County Board of Elections is located at 303 South Hammond Drive, Suite 111 in Monroe.

This 15th day of January, 2019.

John S. Howard  
Mayor