



Council Meeting

AGENDA

Tuesday, January 14, 2020

6:00 PM

City Hall

I. CALL TO ORDER

1. **Invocation**
2. **Roll Call**
3. **Approval of Agenda**
4. **Approval of Consent Agenda**
 - a. December 3, 2019 Council Minutes
 - b. December 10, 2019 Council Minutes
 - c. November 14, 2019 Downtown Development Authority Minutes
 - d. December 12, 2019 Downtown Development Authority Minutes
 - e. November 14, 2019 Conventions and Visitors Bureau Minutes
 - f. December 12, 2019 Conventions and Visitors Bureau Minutes
 - g. GMEBS Restated Defined Benefit Retirement Plan Amendments and Updates - Approval of amendments as presented. (Recommended for Council approval by Finance Committee January 7, 2020)
 - h. Runway Rehabilitation Design - Approval of services by GMC Networks. (Recommended for Council approval by Airport Committee January 7, 2020)
 - i. Approval - GEMA Generator Grant Application - To proceed with application to purchase four emergency power generators.

(Recommended for Council approval by Utilities Committee January 7, 2020)

[j.](#) 2020 NextSite Funding - Approval of contract funding for retail marketing services. (Recommended for Council approval by Downtown Development Authority January 7, 2020)

[k.](#) Request for Termination of Portions of 2003 IGA of Park Properties with Walton County - To approve the termination request. (Recommended for Council approval by Parks Committee January 7, 2020)

II. PUBLIC PRESENTATIONS

- 1. Ending the Cycle

III. PUBLIC FORUM

- 1. **Public Comments**

IV. NEW BUSINESS

- [1.](#) Application - Spirituous Liquors and Beer & Wine On-Premise Consumption - Lindsey-Garrett Post No. 64 of the American Legion
- [2.](#) Application - Beer & Wine On-Premise Consumption - Addison's Wonderland
- [3.](#) Application - Beer & Wine Package Sales - The Market
- [4.](#) Application - Beer & Wine Package Sales - Quic Pic Food Mart
- [5.](#) Resolution - Open Records Officer
- [6.](#) 2nd Reading - Fire Protection and Prevention Ordinance Amendment
- [7.](#) Plaza Renovation Bid Proposal – Police / Municipal Court Complex
- [8.](#) Approval - Out of State Travel for Police

V. ADJOURN

The Mayor and Council met for a called meeting.

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

Staff Present: Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Brian Thompson, Darrell Stone, Patrick Kelley, Sadie Krawczyk, Chris Bailey, Beverly Harrison

Visitors: Andrew Kenneson, Les Russell, David Wright, Lee Rowell, Chris Collin, Timothy Carson, Nate Treadway, Angela Yarman, Richard Spalding

I. CALL TO ORDER – JOHN HOWARD

1. Roll Call

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

2. City Administrator Update

City Administrator Logan Propes gave recap concerning State Route and Georgia Department of Transportation issues for the year. The construction of the Eastbound On-Ramp at West Spring Street has been scheduled for 2021 by the State. The Letter of Intent will be presented to Council next month for funding the Westbound On-Ramp at Charlotte Rowell Boulevard. The improvements for Highway 11 and Highway 78 will have a multi-phase approach, over several years. Initially, the idea is to create traffic relief with the new truck connector bypass. He explained GDOT will be paying for the dual turn lanes at Unisia Drive and the signal upgrades at West Spring Street and Martin Luther King Boulevard. The Supplemental Agreement to install additional lighting and pavers on North Broad Street is finished, and there will be a twenty percent local match. The West Spring Street Streetscape Project is effectively closed out. Mr. Propes explained they are continuing to work on several public-private parking lot agreements to maximize public benefit of all the asphalt in town, without adding any more inventory.

3. Central Services Update

Mr. Chris Bailey stated the Police Department / Municipal Court Building bid will be submitted for review on December 20 and presented to Council in January. He encouraged visiting the Cashier and Customer Service areas, which have been redone and are decorated for the Holidays. The contractors are now maintaining the sidewalks and right-of-way corridors on North Broad Street and West Spring Street.

II. COMMITTEE INFORMATION**1. Finance****a. Monthly Finance Report**

City Administrator Logan Propes stated the General Fund was drawn down through the end of October, utilizing most of the Stabilization Fund. He explained this is primarily due to property tax payments not coming in yet. The General Fund budget is running behind on revenues, due to pending tax collections, but things are on track. Utility and Solid Waste Funds are trending well overall, and the Solid Waste revenue has been bolstered by the extended Friday hours at the Transfer Station.

2. Airport**a. Monthly Airport Report**

Mr. Chris Bailey presented the monthly Airport Report. He stated the Airport CIP was submitted to GDOT and FAA on November 21. The grant application has been submitted for the Runway Rehabilitation; the estimated cost is \$1,200,000 for the paving and restriping. He explained repairs for the 750-foot section of runway that is deteriorating may be an additional cost. He will inform Council if and when the City is awarded the construction project. GDOT is performing a statewide economic study on visitor estimates for all of the Airports; this information is used to define the base funding levels for Airports throughout the year.

b. Ground Lease – Hangar Build Site

Mr. Chris Bailey discussed the proposed ground lease agreement from L&M Aviation, Inc, who is a private entity. The area is adjacent to the existing t-hangars on Richard Parsons Drive and runs parallel to the runway. The 16-unit t-hangar build would provide \$175,000 in land lease revenue to the Cy Nunnally Memorial Airport during the terms of the agreement. Mr. Bailey requested approval to negotiate the terms of the ground lease agreement with L&M Aviation. He explained it will be a 50-year lease, with a 50-year renewable option.

Mayor, Council, and staff discussed t-hangar rental rates, the City's wait list, and Standard Operating Procedures.

The committee recommends approval of the ground lease agreement for building t-hangars to Council.

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

3. Public Works**a. Monthly Solid Waste Report**

Mr. Danny Smith presented the monthly Solid Waste Report. He stated collections have increased over 1,000 tons compared to this time last year. The Friday schedule will be extended for the remainder of the year; the Transfer Station will stay open until 5:00 pm. The projects will be pushed into the first quarter of next year. He reviewed the Holiday Collection Schedule for Christmas and New Year's. Mr. Smith discussed the feedback received about the new Automated Side Loader concerning overflow. He explained the truck is designed for picking up carts, but arrangements will be made for collecting any overflow. He recommended customers to call the office about any problems.

b. Monthly Streets & Transportation Report

Mr. Jeremiah Still presented the monthly Streets & Transportation Report. He explained the crews have used about 40 tons of cold patch smoothing utility cut transitions. The leaf truck has been running for four days, and they are still on the Monday route. The traffic light at Breedlove Drive and McDaniel Street went out. The cost is approximately \$15,000 to replace, but they have had nothing but positive comments for the four-way stop that is in place currently. Mr. Still recommended changing the signage and making the existing four-way stop permanent.

Council and staff discussed repair of the light and leaving it flashing red, as it is currently.

City Administrator Logan Propes stated his recommendation would be to leave the intersection as a four-way stop, with the flashing red light. He stated it actually seems to be moving more efficiently and can be revisited again later.

c. Traffic Calming Features – East Church Street and Davis Street

City Administrator Logan Propes discussed the speeding and heavy truck traffic issues on East Church Street and Davis Street, and traffic calming models aimed at slowing vehicles and discouraging the truck traffic. He requested approval for Keck & Wood, the on-call engineers, to provide project management and get bids for the traffic calming features. The bids will be brought back to Council for final approval. The construction cost estimate for East Church Street is \$180,000. There would be several six-inch high median segments placed where they would have the least amount of impact to the homes and curb cuts. The Davis Street construction cost estimate is approximately \$50,000. Five speed tables, not speed humps, would be strategically placed. The speed tables are almost four-inches high and are longer in width than speed humps. He explained these are the most cost-effective solutions.

Council discussed the various traffic issues and the best solutions, economically.

Mr. Propes stated the speed tables can be removed if they do not work. If Council is agreeable, he will have Keck & Wood proceed with the final design and engineering. The bids will be brought back for approval by Council.

Council Member Norman Garrett questioned why the Davis Street Project would not continue any further than Pine Park.

Mr. Propes explained this area was identified by speed studies due to previous incidents, but it could go further down Davis Street.

Council Member David Dickinson agreed with Mr. Garrett, going further down Davis Street should be looked into.

The committee recommends to Council approval for Keck & Wood to proceed with the traffic calming features for East Church Street and Davis Street as presented.

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

4. Utilities

a. Monthly Electric & Telecom Report

Mr. Brian Thompson presented the monthly Electric & Telecom Report. He stated the contractor will be starting the Spring Street Project on Monday. The work zone area has a turn

lane, which will help with traffic issues. The pole and pad mount inspections are both complete. The pole reject percentage was less than four, and the pad mount equipment percentage was less than two percent. The crews have been putting decorations up in the Downtown area and getting prepared for the parade.

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

Mr. Chris Bailey presented the monthly Water, Sewer, Gas, & Stormwater Report. The projects from last month are still ongoing. Primaries 1 and 2 at the Sewer Plant went down, but they are working to get them fixed. The water fountain was fixed yesterday.

c. Approval – Loganville Water Transmission Line

City Administrator Logan Propes stated the engineering design for the Loganville Water Transmission Line Project is complete, and 99% of the right-of-ways have been acquired. Some of the right-of-ways belong to the State. He discussed the water transmission line construction bid and the alternate bid for trenching and laying fiber conduit along the same route. Mid-South Builders, Inc. had the lowest bids; the water line bid amount is \$4,142,000 and the alternate bid amount is \$254,000. Mr. Propes explained the water line construction cost will be split with the City of Loganville, per the Water Service Agreement from last year.

Council and staff discussed the previous agreement.

City Attorney Paul Rosenthal clarified that the Water Service Agreement is already in place, and Council has full control over the project. The City of Loganville has already agreed to pay fifty percent of the cost. He explained the City of Monroe will front a hundred percent of the costs, until the project is complete. At completion, the City of Monroe will bill the City of Loganville. They will then have 90-days to pay their portion. The City of Monroe has control of the total bill amount; the City of Loganville has already agreed to pay half.

Mr. Propes explained to satisfy their bond requirements the City of Loganville will probably pay as the project progresses. The City of Monroe will use a combination of funds from the City of Loganville, Utility CIP, and potential bond proceeds for the project.

The committee recommends approval of the bids from Mid-South Builders, Inc. for the amount of \$4,142,000, plus \$245,000, for a total cost of \$4,387,000 for the Loganville Transmission Line Project to Council.

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

d. Approval – Loganville Water Transmission Line Pump Station & Meter Vault

City Administrator Logan Propes stated a pump station and meter vault must be built in order for the Loganville Transmission Line to work. The property has already been acquired. All-South Constructors, Inc. had the lowest bid amount of \$1,428,337. Mr. Propes explained this is an upgradable station; the raw water capacity can grow with future projects. The City of Loganville will share fifty percent of the total construction and right-of-way costs. The City of Monroe will use a combination of funds from the City of Loganville, Utility CIP, and potential bond proceeds for the project.

The committee recommends to Council approval of the bid from All-South Constructors, Inc. for the amount of \$1,428,337 to construct the water transmission pump station and meter vault.

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

e. Additional 30-inch Raw Water Main – Engineering Design Services

City Administrator Logan Propes explained the additional 30-inch raw water line will ensure future water capability for the City of Monroe and their customers. In 2008, Weideman and Singleton prepared a raw water line system study for the City. The Georgia Environmental Protection Division requires an updated design of the 2008 construction plans. He explained Weideman and Singleton can adjust and update the plans for resubmission to EPD. Mr. Propes requested approval of design and engineering services by Weideman and Singleton for a cost of \$48,790.00. He stated the raw water line will go from the Alcovy River to the Water Plant.

The Committee recommends approval of design and engineering services by Weideman and Singleton, Inc. for \$48,790.00 for the 30-inch raw water line from the Alcovy River to the Water Plant to Council.

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

5. Public Safety

a. Monthly Fire Report

Fire Chief Bill Owens presented the monthly Fire Report. He stated there has been an increase in calls due to the cold weather. He explained they finished their Live Fire Training, which included Walton County. They also completed all of their hose testing for 2019.

b. Monthly Police Report

Police Chief R.V. Watts presented the monthly Police Report. He stated the Part 1 and Part 2 Crimes are up due to the holidays, but they are still down compared to this time last year. The department participated in fifteen community events. They collected over 70-pounds of prescription medication at the DEA Drug Takeback Event. He discussed the drive-by shooting on Chestnut and the armed robbery at Kentucky Fried Chicken, which were both resolved.

c. Approval – Out of State Training for Police

Police Chief R.V. Watts requested approval to send Lieutenant Tracy Hanson to the Atlanta Division Task Force Officer School. The training will be held in Charleston, South Carolina from December 9 – 13, 2019. There will be no cost to the City for the training, lodging, or meals. He requested approval for Lt. Hanson to use a City issued vehicle to travel out-of-state.

The committee recommends to Council to allow Lieutenant Tracy Hanson to attend the Task Force Officer School in Charleston, South Carolina, from December 9 – 13, 2019.

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

6. Planning & Code

a. Monthly Code Report

Mr. Patrick Kelley presented the monthly Code Report. He stated there were ten new businesses and nine businesses that closed, but a couple of those were changes in ownership. Silver Queen is still under construction, and the Main Street Apartment Complex is about to get above ground. He stated the Dentist Office at 1190 West Spring Street is almost complete. The building is a compliment to that corridor.

7. Economic Development

a. Monthly Economic Development Report

Ms. Sadie Krawczyk presented the monthly Economic Development Report. All of the lights are up in Childers Park, and Public Works did an amazing job. She stated they had a very successful light parade. Shop Small Saturday and Black Friday were both good in Downtown, according to the businesses. The Christmas Parade will be Thursday night starting at 6:30, and the parade route will be reversed this year. It will start at City Hall and go South, ending in the Mill area. She discussed the updated Retail Marketing Brochure prepared by NextSite, which shows positive growth in the area.

8. Parks

a. Monthly Parks Report

City Administrator Logan Propes explained the recently hired Parks Manager will be reporting to Chris Bailey in Central Services. His first order of business will be to prepare a stabilization and maintenance plan for each park location, which will include detailed rehab information. He will also create a medium-sized project list to be launched in 2020.

Council and staff discussed proceeds from SPLOST that will be designated towards the parks.

III. ITEMS OF DISCUSSION

- 1. Public Hearing Rezone / Annexation – 0 Hardwood Road**
- 2. Public Hearing Variance – 310 North Madison Avenue**
- 3. Appointment – Library Board**
- 4. Appointments (3) – Downtown Development Authority & Convention & Visitors Bureau Authority & Urban Redevelopment Agency**
- 5. Appointment – Planning Commission**
- 6. Approval – 2020 Budget Resolution**
- 7. Adopt – 2020 Council Meeting Schedule**

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

IV. ITEMS REQUIRING ACTION

1. Public Hearing – 2020 Budget All Funds

City Administrator Logan Propes presented the summaries of the final budget for the 2020 fiscal year beginning January 1, 2020 and ending December 31, 2020. He stated the total 2020 General Fund Budget amount is \$12,668,341 as proposed, which represents only a 7.3 percent increase over 2019. This is with an ad valorem tax rate of 7.802 mills. The total Combined Utilities Budget is \$41,612,339, which represents a 4.4 percent increase from 2019. The Enterprise Fund Budget of Solid Waste contains an increase of 11.3 percent. All funds combined city-wide increased 4.9 percent with a total proposed budget of \$62,375,308. Mr. Propes stated the budget includes twelve additional positions. There will be four Police Officers and one Criminal Division Investigator added in the General Fund. There will be one Key Accounts Position, one Customer Service Representative, one Wastewater Serviceman, one Water Treatment Plant Trainee, one Natural Gas Serviceman, and one Utilities Locate Technician added in the Utilities Fund. There will be one Residential Driver for the Collection Division added in the Solid Waste Fund.

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

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

No Action.

2. 1st Reading – Alcoholic Beverages Ordinance Amendment

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

V. ADJOURN

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

MAYOR

CITY CLERK

The Mayor and Council met for their regular meeting.

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

Staff Present: Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Darrell Stone, Sadie Krawczyk, Chris Bailey, Beverly Harrison

Visitors: Andrew Kenneson, Sharon Swanepoel, Michael Conner, Raphael Crutchfield, Nathan Durham, Clayton Mathias

I. CALL TO ORDER – JOHN HOWARD

1. Invocation

Pastor Nathan Durham with New Beginnings Baptist Church gave the invocation.

2. Roll Call

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

3. Approval of Agenda

To approve the agenda as presented.

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

4. Approval of Consent Agenda

- a. November 5, 2019 Council Minutes
- b. November 7, 2019 Council Minutes
- c. November 12, 2019 Council Minutes at 5:00 PM
- d. November 12, 2019 Council Minutes
- e. November 12, 2019 Executive Session Minutes
- f. November 19, 2019 Planning Commission Minutes
- g. November 26, 2019 Historic Preservation Commission Minutes

- h.** September 12, 2019 Downtown Development Authority Minutes
- i.** October 10, 2019 Downtown Development Authority Minutes
- j.** September 12, 2019 Conventions and Visitors Bureau Minutes
- k.** October 10, 2019 Conventions and Visitors Bureau Minutes
- l.** Ground Lease – Hangar Build Site – Approval of agreement with L&M Aviation for building T-Hangars. (Recommended for Council approval by Airport Committee December 3, 2019)
- m.** Traffic Calming Features – East Church Street and Davis Street – To proceed with final design and engineering by Keck & Wood as presented. (Recommended for Council approval by Public Works Committee December 3, 2019)
- n.** Approval – Loganville Water Transmission Line – Award bid to Mid-South Builders for \$4,142,000.00 plus \$245,000.00 for a total of \$4,387,000.00. (Recommended for Council approval by Utilities Committee December 3, 2019)
- o.** Approval – Loganville Water Transmission Line Pump Station & Meter Vault – Award bid to All-South Construction for \$1,428,337.00. (Recommended for Council approval by Utilities Committee December 3, 2019)
- p.** Additional 30-inch Raw Water Main – Engineering Design Services – Approval of design and engineering services by Weideman & Singleton for \$48,790.00. (Recommended for Council approval by Utilities Committee December 3, 2019)
- q.** Approval – Out of State Training for Police – To allow Lieutenant Tracy Hanson to attend the Task Force School in Charleston, South Carolina, December 9 – 13, 2019. (Recommended for Council approval by Public Safety Committee December 3, 2019)

To approve the consent agenda as presented.

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

II. PUBLIC FORUM

1. Public Comments

No one signed up for public comments.

2. Public Hearing

a. Rezone / Annexation – 0 Hardwood Road

Mr. Darrell Stone presented the application for rezone and annexation of this property from R-1 County to R-1 City. The house can be served by City Utilities, and it exceeds the zoning requirements for the area. The Code Office recommends the request be approved.

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

Mr. Michael Conner spoke, representing his mother, in favor of the rezone. He wants to get the property annexed to build a house for his Mom. Most of the other lots in the area are zoned inside the City.

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

No Action.

b. Variance – 310 North Madison Avenue

Mr. Darrell Stone presented the request for a zoning variance. He explained the applicant is requesting a variance of the lot frontage requirement of 75 feet in R1A Zoning. They are requesting to demolish and remove the current house, and the lot will be subdivided to 70 feet each. It meets and exceeds all of the requirements for R1A Zoning. The Code Office recommends the request be approved.

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

Mr. Clayton Mathias spoke in favor of the variance. He explained when they stated renovating the house, an excess amount of termite damage was found, and the floors were rotting from water damage. They want to construct two new houses, after the current house is demolished.

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

No Action.

III. NEW BUSINESS

1. Annexation – 0 Hardwood Road

To grant the annexation.

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

2. Rezone – 0 Hardwood Road

To approve the rezone.

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

3. Variance – 310 North Madison Avenue

To approve the variance.

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

4. Appointment – Library Board

To appoint Joseph Boyd to fill the unexpired term of Estella Bell to expire July 1, 2025.

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

5. Appointments (3) – Downtown Development Authority & Convention & Visitors Bureau Authority & Urban Redevelopment Agency

To reappoint Whit Holder to a three (3) year term to expire December 31, 2022.

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

To reappoint Lisa Reynolds Anderson to a three (3) year term to expire December 31, 2022.

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

To appoint Chris Collin to fill the unexpired term of Mike Gray to expire December 31, 2021.

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

6. Appointment – Planning Commission

To appoint Nate Treadaway to fill the unexpired term of Kyle Harrison to expire September 1, 2024.

*Motion by Adcock, seconded by Little.
Voting no L. Bradley, Malcom, Crawford.
Passed 5-3.*

7. Approval – 2020 Budget Resolution

City Attorney Paul Rosenthal presented the reading of the resolution.

Council Member Norman Garrett questioned there being twelve new positions, but also creating two more positions for Sadie Krawczyk as a Department Head and Chris Bailey as Assistant City Administrator. He questioned whether these positions were talked about during the budget meeting.

City Administrator Logan Propes answered it has been discussed several times throughout the year. They are not new positions but promotional considerations. He explained the information was sent to Council for consideration and understanding that as part of the budget moving forward, the Organizational Chart would contain any promotional or position changes. Mr. Propes stated the Municipal Court Clerk will be moved from under the City Clerk to under him; there were several such changes on the Organizational Chart.

Mr. Garrett questioned who appoints the Department Heads, and why there hasn't been any discussions or the job was not put out to bid for applications. It does not seem fair for someone who might want to apply for the job. He doesn't feel as though Council was given a choice, and was thrown in the 2020 Budget at the last minute.

Mr. Propes answered that City Council appoints the Department Heads, which is why it is before Council for approval. He explained it falls under promotional consideration; the job does not have to be posted. However, it is within Council’s purview to say yes or no as part of the budget process to amend the Organizational Chart.

Council and City Administrator further discussed the 2020 Budget Retreat Meeting, new positions, promotions, and the promotion process.

Council Member Larry Bradley clarified that the 2020 Budget as presented includes the Department Head position of Economic Development and the Assistant City Administrator.

Mr. Propes answered they are included. There are no extra positions beyond what Council has previously discussed. These are general promotional considerations, which must be approved by Council.

Council discussed approving the budget without approving the two promotions and address the promotions at a later time.

City Attorney Paul Rosenthal suggested approving the budget, except the proposed Organizational Chart. This is not creating any new staffing positions, it is moving positions on the Chart. He suggested a motion to approve the 2020 Proposed Budget as presented, not including the Proposed Organizational Chart.

Council and Mr. Rosenthal discussed options further. Mr. Propes suggested leaving the Organizational Chart as it was presented the previous week or to revert to the Organizational Chart from last year.

To approve the 2020 Budget Resolution as presented with the Organizational Chart from last year.

*Motion by Dickinson, seconded by Malcom.
Voting no Garrett, Crawford.
Passed 6-2.*

Council Member Larry Bradley requested the issue to be addressed again in January.

8. Adopt – 2020 Council Meeting Schedule

To adopt the calendar as presented.

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

9. 2nd Reading – Alcoholic Beverages Ordinance Amendment

City Attorney Paul Rosenthal gave the second reading of the ordinance to amend Chapter 6 – Alcoholic Beverages, Article II – Retail Sales of Distilled Spirits for Consumption on the Premises, Section 6-84; Article III – Retail Sales of Malt Beverages and Wine for Consumption on the Premises, Section 6-108; and Article VI – Private Clubs, Section 6-335. To adopt the ordinance.

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

10. Resolution – To Adopt the State Minimum Fire Standards

City Administrator Logan Propes stated the ordinance will help the City take back some of the local control of fire services by adopting the State Minimum Fire Standards. He explained the State Fire Marshall would normally have jurisdiction over various commercial properties and the City will take that control. The ordinance will help expedite building and commercial interest in the City. He stated the State Fire Marshall currently covers 11 County jurisdictions, and he has a lot of backlog. This will be more work for the City’s Fire Department and Code Office, but it will be an expeditious attempt to help the businesses in Monroe.

Fire Chief Bill Owens stated the City already falls under the State Minimum Fire Standards; there are not any Standards being changed. The biggest difference is that the City will do inspections and collect fees locally, instead of the State of Georgia. He stated this will be a relief to the businesses within the community.

To approve the resolution as presented.

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

11. 1st Reading – Fire Protection and Prevention Ordinance Amendment

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

IV. ADJOURN

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

MAYOR

CITY CLERK



Downtown Development Authority

MINUTES

Thursday, November 14, 2019

8:00 AM

City Hall

CALL TO ORDER

Meeting called to order at 8:02 am.

ROLL CALL

PRESENT

Chairman Lisa Anderson

Board Member Mike Gray

Board Member Wesley Sisk

Board Member Charles Sanders

City Council Representative Ross Bradley

ABSENT

Vice Chair Meredith Malcom

Secretary Andrea Gray

Board Member Whit Holder

CITY STAFF

Darrell Stone

Sadie Krawczyk

Leigh Ann Walker

COUNTY STAFF

Patrice Broughton

APPROVAL OF PREVIOUS MEETING MINUTES

1. DDA October Minutes

Minutes approved - Motion made by Board Member Gray, Seconded by Board Member Sanders.

Voting Yea: Chairman Anderson, Board Member Gray, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

APPROVAL OF FINANCIAL STATEMENTS

2. DDA September Financials

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

Voting Yea: Chairman Anderson, Board Member Gray, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

PUBLIC FORUM

Heather Durst was present from the public.

CITY UPDATE

Brown Oil renovations will be before Planning and Zoning this month; TAP Grant for N. Broad/Highland/Lumpkin is still in process and engineering plan is complete; new trees ordered for W. Spring Street; Lisa Anderson thanked the city crews for being so responsive and helpful in getting the old plants removed from planters and new soil installed; Monroe will be featured on the cover of GMA's next magazine issue.

COUNTY UPDATE

The 2018 State of the County annual report is now available to the public & America Recycles day is this Saturday.

COMMUNITY WORK PLAN &REPORTS

Parking

Updating Existing Environment - local artist is working on banner designs, plan is to have them ordered early in 2020; we are moving forward with a mural entrance sign on W. Spring - Laura Grose is creating a design for it; we also are ready to reach out to local landscapers for the brick entrance sign to go on the Brown Oil site during renovations; parking lot redesign has been discussed with Peters & Fosters

Infill Development

Hodge Podge is now open, they expanded from 18,000sf to 42,000sf and had a huge grand opening on 11/2; Epiphany is aiming to open this Saturday 11/16; Whit Holder, Andrea Gray, and Sadie Krawczyk conducted a site visit to the current police station (Aycock Building) to assess it for future redevelopment. Here is the summary from that visit:

- large amount of space, approximately 19,000 sf
- 2 to 3 potential storefronts, 1-2 on Broad Street and 1 on Wayne Street
- layout is very chopped up and hard to imagine a new occupant using it as is, unless office space
- any other use is most likely a complete gut job
- age and condition of roof is unknown; 2-3 leaks at present
- exploring the feasibility of adapting it into a boutique hotel would be good
- other potential uses should include retail and living units

The board also discussed that when the LR Burger project wraps up at the end of this month, we will need to start considering our next DDA development project. The following potential concepts/sites were discussed:

- Shared Commercial Kitchen and event space at 203 Bold Springs (old MES site)
- red building on the corner of Wayne Street and W. Spring Street that has title issues
- vacant buildings on Wayne Street behind Butcher Block
- vacant lot next to Fire Dept. at S. Madison and W. Spring Street

New Entertainment Draws

Fall Concert with Contractors Co-op is this Saturday on the Downtown Green, 3-9 pm; Dockdogs is planned for April 18th weekend in conjunction with a spring concert sponsored by Contractors Co-op; working with Lazarus Vintage owners to plan a summer craft and antiques festival in June; planning to continue new events that were added last year (Childrens Book Festival & Flower Festival); board suggested looking into making the Chocolate Walk in February ticketed.

PROGRAMS

Events

Light Up the Night went really well last Thursday - large turnout even though the weather was rainy; GWA band is performing tonight on courthouse lawn, smores will be available too; Magical Lights parade will be 11/21; Christmas parade applications are coming in as expected.

Downtown Design

new planters look great; board asked to add the crepe myrtles on Court Street to the lighted trees.

Farmers Market

End of season vendor dinner will be 11/19/19 at Wayfarer.

FUNDING

SPONSORSHIP

- \$42,625.00 collected of \$44,125 committed
- Year-end thank you
- 2019 Awards Celebration + 2020 Kick-off

FACADE GRANTS

The board discussed the unprecedented number of facade grant applications received in 2019 and potential ways to change the program in the future, such as changing the qualifications to only 1 per address in a calendar year, not including signage, specifying with more detail the work that could be included in an application, and better oversight of the budget spent to date. The board concluded that the increase in applications is a reflection of the number of renovations happening in downtown at this time. In response to the positive activity and demand, the board made a motion to amend the DDA budget for facade grants, increasing it by \$9,500.

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

110 W. Spring Street Facade Grant

approved for \$1,500.00 - Motion made by Board Member Gray, Seconded by Board Member Sanders.

Voting Yea: Chairman Anderson, Board Member Gray, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

114 W. Spring Street Facade Grant

approved for \$1,500.00 - Motion made by Board Member Sanders, Seconded by Board Member Sisk.

Voting Yea: Chairman Anderson, Board Member Gray, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

133 S. Broad Street Facade Grant

approved for \$1,500.00 - Motion made by Board Member Gray, Seconded by Board Member Sanders.

Voting Yea: Chairman Anderson, Board Member Gray, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

122 N. Broad Street Facade Grant

approved for \$1,500 - Motion made by Board Member Sanders, Seconded by City Council Representative Bradley.

Voting Yea: Chairman Anderson, Board Member Gray, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

121 N. Broad Street Facade Grant

approved for \$1,500.00 - Motion made by City Council Representative Bradley, Seconded by Board Member Sisk.

Voting Yea: Chairman Anderson, Board Member Gray, Board Member Sisk, Board Member Sanders, City Council Representative Bradley

COMMUNITY EVENT GRANTS

None.

NEW BUSINESS

None.

ANNOUNCEMENTS:

Next meeting scheduled, Dec. 12th, at 8:00 am at Monroe City Hall

ADJOURN

Motion made by City Council Representative Bradley, Seconded by Board Member Sanders.

Voting Yea: Chairman Anderson, Board Member Gray, Board Member Sisk, Board Member Sanders, City Council Representative Bradley



Downtown Development Authority

MINUTES

Thursday, December 12, 2019

8:00 AM

City Hall

CALL TO ORDER

Meeting called to order at 8:03 am.

ROLL CALL

PRESENT

Chairman Lisa Anderson

Secretary Andrea Gray

Board Member Mike Gray

Board Member Whit Holder

Board Member Wesley Sisk

Board Member Charles Sanders

ABSENT

Vice Chair Meredith Malcom

City Council Representative Ross Bradley

CITY STAFF

Les Russell

Logan Propes

Darrell Stone

Sadie Krawczyk

Leigh Ann Walker

APPROVAL OF PREVIOUS MEETING MINUTES

DDA November Minutes

Approved - Motion made by Board Member Sanders, Seconded by Board Member Gray.
Voting Yea: Chairman Anderson, Secretary Gray, Board Member Gray, Board Member Holder,
Board Member Sisk, Board Member Sanders

APPROVAL OF FINANCIAL STATEMENTS

DDA September Financials

Approved - Motion made by Board Member Gray, Seconded by Board Member Holder.
Voting Yea: Chairman Anderson, Secretary Gray, Board Member Gray, Board Member Holder,
Board Member Sisk, Board Member Sanders

PUBLIC FORUM

None

CITY UPDATE

Chris Collin has been appointed by City Council to fulfill Mike Gray's unexpired term on the board; 2020 Budget for City of Monroe has been approved with continued funding of Downtown Development; DNR Grant under review at this time for town green and rail to trail project; alleyways and parking lot upgrades are waiting on signatures from private property owners; Childers Park construction is planned for early 1st quarter of 2020.

COUNTY UPDATE

Ms. Broughton updated the board that the city and county working together with GDOT on a number of transportation projects.

COMMUNITY WORK PLAN & REPORTS

Goal 1 - Existing Environment Updates

new hammocks are here, waiting for city crews to install; to move forward with banners for the spring, we need to map them out and the board needs to suggest notable buildings to be featured on them; W. Spring street corridor mural is slated for early next year as soon as weather permits; Mike Gray is working on getting the sign rendering complete for the Brown Oil property corner.

Goal 2 - Infill Development

DDA closed on our revolving loan funds with LR Burger - received payment of \$315,441.90 from the transaction and paid off our loan of \$246,194.38 for a balance of \$69,908.02 now in the account; the board discussed the vacant lot on S. Madison and E. Spring Street regarding future development by a private investor.

Goal 3 - New Entertainment Draws

Magical lights display going great!

PROGRAMS

Events

Christmas parade was an amazing event even with the changes in route and staging this year - largest crowd we've seen to date; Santa will be downtown tonight for Candlelight Shopping, Grinch will be next week with carriage rides both Thursdays and the live nativity from 12/19-12/24.

Farmers Market

No update.

FUNDING

SPONSORSHIP - Awards Banquet & Sponsor thank you's - Monday, Jan. 27th, 5:30 pm

FACADE GRANTS - none

None.

COMMUNITY EVENT GRANTS - none

None.

NEW BUSINESS

ANNOUNCEMENTS:

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

Chairman Anderson thanked Mike Gray for his service over the past years on the DDA/CVB boards.

ADJOURN

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

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



Convention and Visitors Bureau

MINUTES

Thursday, November 14, 2019

9:00 AM

City Hall

CALL TO ORDER

Meeting called to order at 9:35 am.

ROLL CALL

PRESENT

Chairman Lisa Anderson

Board Member Mike Gray

Board Member Wesley Sisk

Board Member Charles Sanders

City Council Representative Ross Bradley

ABSENT

Vice Chair Meredith Malcom

Secretary Andrea Gray

Board Member Whit Holder

APPROVAL OF EXCUSED ABSENCES

APPROVAL OF MINUTES FROM PREVIOUS MEETING

1. CVB October Minutes

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

APPROVAL OF CURRENT FINANCIAL STATEMENTS

2. CVB Sept. Financials

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

Chairman's Report

None.

Director's Report

None.

OLD BUSINESS

Still need to get pricing for billboard, but waiting now that the antiques festival has been shifted to June rather than spring.

Board discussed the TV commercial filming update and recommended we shift the filming to early spring.

NEW BUSINESS

Board decided to use social media advertising to encourage holiday shopping in Monroe.

ANNOUNCEMENTS

Next meeting will be Dec. 12th, 2019 at Monroe City Hall

ADJOURN

Motion made by City Council Representative Bradley, Seconded by Board Member Sanders.
Voting Yea: Chairman Anderson, Board member Gray, Board Member Sanders, Board Member Sisk, City Council Representative Bradley



Convention and Visitors Bureau

MINUTES

Thursday, December 12, 2019

9:00 AM

City Hall

CALL TO ORDER

Meeting was called to order at 8:37 am.

ROLL CALL

PRESENT

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

ABSENT

Vice Chairman Meredith Malcom
City Council Representative Ross Bradley

CITY STAFF

Les Russell
Logan Propes
Darrell Stone
Sadie Krawczyk
Leigh Ann Walker

APPROVAL OF EXCUSED ABSENCES

APPROVAL OF MINUTES FROM PREVIOUS MEETING

CVB November Meeting Minutes

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

APPROVAL OF CURRENT FINANCIAL STATEMENTS

CVB Sept. Financials

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

Chairman's Report

None.

Director's Report

Hotel recruitment still underway; visit to Elberton planning to be set in 2020.

OLD BUSINESS

TV commercial is running now; social media ads also running with \$250 budget for 2 weeks

NEW BUSINESS

None.

ANNOUNCEMENTS

Next meeting will be January 9, 2020 at Monroe City Hall

ADJOURN

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



To: Finance Committee
From: Logan Propes, City Administrator
Department: ALL
Date: 01/07/2020
Subject: GMEBS Restated Defined Benefit Retirement Plan Amendments and Updates

Budget Account/Project Name: N/A

Funding Source: N/A

Budget Allocation:

Budget Available:

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

Description:

Approval is sought for ratification of the Adoption Agreement, General Addendum, and Service Credit Purchase Addendum for the Defined Benefit Retirement Plan from GMEBS.

Background:

On March 30, 2018, the IRS issued a favorable advisory letter for the restated Georgia Municipal Employees Benefit System Volume Submitter Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The DB Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement.

Attachment(s): GMEBS Memo, Summary Statement, Adoption Agreement, General Addendum, Service Credit Purchase.



December 12, 2019

RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

Chairman
W. D. Palmer, III
Councilmember, Camilla

Vice Chairman
Rebecca L. Tydings
City Attorney, Centerville

Secretary-Treasurer
Larry H. Hanson
Executive Director

Trustees:

Boyd Austin
Mayor, Dallas

Linda Blechinger
Mayor, Auburn

Ronald Feldner
City Manager, Garden City

Marcia Hampton
City Manager, Douglasville

Meg Kelsey
City Manager, LaGrange

Evie McNiece
Commissioner, Rome

Sam Norton
Mayor, Dahlonega

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

MEMORANDUM VIA E-MAIL

(lpropes@monroega.gov)

TO: Logan Propes
Pension Committee Secretary, City of Monroe

FROM: Gwin Hall
Senior Associate General Counsel

**SUBJECT: Action Required; Georgia Municipal Employees Benefit System ("GMEBS");
Restated Defined Benefit Retirement Plan**

The City of Monroe previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Master Plan document ("Master Plan"), Adoption Agreement and General Addendum. GMEBS recently restated the Plan and received a favorable determination letter from the Internal Revenue Service ("IRS"). An employer providing retirement benefits through the GMEBS Plan has the assurance that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-favored treatment for GMEBS member plans, the IRS requires that all GMEBS member employers adopt the restated Plan documents. Due to their collective size, we are sending a copy of the Master Plan and Amendment 1 via email only. We have enclosed a Summary of Key Amendments that have been made to the Plan since it was last approved by the IRS in 2010, as well as a draft restated Adoption Agreement and General Addendum reflecting the benefit design currently in place under your plan.

As you are aware, the service credit purchase provisions in the City's General Addendum do not fit squarely within the IRS-approved GMEBS General Addendum format. To avoid having to file the General Addendum with the IRS for a separate determination letter, we have incorporated the City's service credit provisions into the Service Credit Purchase Addendum, using the IRS-approved Service Credit Purchase Addendum template. Consequently, the City will not need to have the IRS separately approve its service credit purchase provisions. The draft Service Credit Purchase Addendum is substantially the same as the City's current language governing service credit purchases. However, to use the IRS-approved template, we had to allow an additional time period for participants to pay for their service credit, if for reasons beyond their control they cannot complete the payment within the initial 90-day period.

The draft Plan documents will take effect on their date of approval by the City. If the Plan documents are acceptable as drafted, please sign and date the Adoption Agreement, General Addendum, and Service Credit Purchase Addendum and return all executed documents **no later than February 15, 2020**, to the following address:

Ms. Gina Gresham
Legal Assistant
Georgia Municipal Association
P.O. Box 105377
Atlanta, Georgia 30348

Logan Propes
December 12, 2019
Page 2

We will return the fully executed documents to you for your files. **Please note that per O.C.G.A § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance and should be adopted and codified according to the requirements of your City's Charter and state law.** The City does not need to adopt the Master Plan.

Please contact Gina Gresham at 678-686-6258 or rgresham@gacities.com with any questions.

Encl.

C: Paul Rosenthal, City Attorney, City of Monroe (w/ encl.)
Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)

**SUMMARY OF KEY AMENDMENTS
TO THE RESTATED
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN**

I. GENERAL OVERVIEW

On March 30, 2018, the IRS issued a favorable advisory letter for the restated Georgia Municipal Employees Benefit System Volume Submitter Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The DB Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE MASTER PLAN DOCUMENT

Because all federal law and substantive amendments to the DB Plan were previously adopted by the Board of Trustees, participating employers have already been apprised of the amendments. However, the following information is a reminder of certain key provisions that were added to the Plan or significantly amended since the Plan was last restated in 2010.

- ❖ **Final Average Earnings and Federal Law Compensation Limits** - Final Average Earnings is defined as a set number of consecutive months of service credit (not to exceed 60 months) in which the participant's earnings were the highest. To comply with federal law, monthly earnings in excess of 1/12 of the federal annual compensation for the year in which the monthly salary was earned will not be used to compute a participant's Final Average Earnings. The monthly limit for salary earned (including payouts for unused leave, if applicable) for 2018 is \$22,916.66. Unless the Plan says otherwise, Final Average Earnings excludes severance pay.
- ❖ **Mandatory Participation; Opt Out Through Written Agreement with Employer** - Unless an employer's Adoption Agreement says participation in the Plan is optional for one or more classes of eligible employees, all eligible employees must participate in the Plan. However, if, within 120 days of becoming employed or taking office, an eligible employee (or elected official, if elected officials are permitted to participate in an employer's Plan) enters into a written agreement or employment contract agreeing not to participate in the DB Plan, the employee will be ineligible to participate in the Plan. The employer must notify GMEBS if an otherwise eligible employee has entered into such an agreement. The employee may not become a participant in the employer's Plan in the future unless the employer amends its Adoption Agreement to specifically require participation by the employee.
- ❖ **Immediate Participation for all Eligible Employees** - Effective January 1, 2015, eligible employees become participants in the Plan on the date on which they become employed. If a plan is contributory, employee contributions must begin when an eligible employee begins work. A participant must still be

lee

SUMMARY OF KEY AMENDMENTS

employed with an employer for a minimum of one (1) year in order for his or her service to count for portability or actuarial reserve death benefit purposes.

- ❖ **Repayment of Withdrawn Employee Contributions; Interest and Timing** - If a participant who has terminated employment and withdrawn employee contributions returns to service with the employer, he or she may repay the employee contributions to restore forfeited service credit. The withdrawn funds must be repaid no later than six (6) months following reemployment, in a lump sum with interest, compounded annually from the date of withdrawal to the date of repayment.
- ❖ **No Employee Contributions While Receiving In-Service Distribution** - Participants in plans that require employee contributions and allow in-service distribution of benefits will not be required or allowed to make contributions under the plan while receiving an in-service distribution.
- ❖ **In-Service Distribution** - As a general rule, employees or elected officials may not draw retirement benefits while employed. If a plan allows in-service distribution, a participant must be at least age 62 to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees, public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. "In-service distribution" means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A "bona fide separation from service" is a separation from service of at least six months with no expectation of returning to service. (For a few plans with grandfathered in-service distribution provisions, other minimum age limits may apply.)
- ❖ **Auto A Terminated Vested Death Benefits as Default** - The Auto A terminated vested death benefit applies to all vested participants who terminate employment on or after October 1, 2016, and who were not already covered by a terminated vested death benefit under the employer's GMEBS retirement plan.
- ❖ **Default Death Beneficiaries** - Effective July 1, 2015, if a participant who is eligible for pre-retirement death benefits dies before retirement and does not have a designated pre-retirement beneficiary, his or her surviving spouse, if any, will be considered the pre-retirement beneficiary. If there is no surviving spouse, the participant's pre-retirement death benefits will be paid in a lump sum to the participant's estate. With the exception of the payment of the actuarial reserve in-service death benefit to the estate (which already provided for payment of death benefits to the participant's estate in the absence of a designated pre-retirement beneficiary or surviving spouse), the amount of the pre-retirement death benefit payment to a participant's estate will be 50% of the actuarial equivalent of the participant's vested accrued benefit.
- ❖ **Application for Disability Benefits** – The rules for retroactive disability benefits depend on when the participant terminated employment due to disability. For a

SUMMARY OF KEY AMENDMENTS

participant who terminates due to disability on or after April 1, 2015, to receive both retroactive and prospective GMEBS disability benefits, the participant must apply for disability benefits with the Social Security Administration (“SSA”), or with the Pension Committee, as applicable, within one year of termination. Within six months of receipt of the SSA award letter, the participant must submit a GMEBS retirement application and the SSA disability award letter (or Pension Committee determination of disability, if applicable) to the Pension Committee Secretary. Participants who do not meet these timing requirements but are otherwise eligible for disability benefits under the Plan can receive prospective benefits following submission of a retirement application and SSA disability award letter to GMEBS.

For a participant who terminated due to disability on or after July 1, 2011, but before April 1, 2015, to receive both retroactive and prospective disability benefits, the participant must have both submitted a GMEBS retirement application to the Pension Committee Secretary and applied for disability benefits with the SSA (or with the Pension Committee, as applicable) within one year of termination, and submitted the SSA disability award letter (or Pension Committee determination of disability, if applicable) to GMEBS within six months of receiving it. Participants who failed to meet these timing requirements but were otherwise eligible for disability benefits under the Plan could receive prospective benefits after submitting a GMEBS retirement application and SSA disability award letter to GMEBS.

- ❖ **Employer Indemnification of GMEBS; GMEBS Reliance on Information Provided by Employer and Participant; Payment of Benefits Conditioned on Receipt of Information** - By participating in the Plan, employers agree to indemnify and hold GMEBS harmless for any failure to pay benefits, any delay in paying benefits, or any other errors in processing benefits due to the employer’s failure to perform its obligations under the Plan or provide accurate data to GMEBS. The Plan states that GMEBS is entitled to rely on information provided to it by employers, participants and beneficiaries. Payment of benefits under the Plan is conditioned on each payee providing GMEBS accurate information.
- ❖ **Correction of Overpayments to Deceased Individual** - If a participant or beneficiary dies and GMEBS makes excess payments due to not knowing the payee has died, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover the overpayment for a period of 60 days. If, after 60 days following notice of the participant’s or beneficiary’s death, GMEBS has not been able to recover the overpayment, the loss associated with overpayment will be charged against employer’s trust fund. The employer will be required to make a separate payment to the trust fund to make up for the loss. The employer may continue to try to recover the overpayment.
- ❖ **Correction of Underpayments to Deceased Individual** - With respect to underpayments corrected on or after January 1, 2017, if the corrective payment is owed to a deceased party, the corrective payment will be paid to the deceased party’s surviving spouse. If there is no surviving spouse, the benefit will be paid to the deceased party’s estate.

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Monroe

Form Volume Submitter Adoption Agreement
Amended and Restated as of January 1, 2013
(With Amendments Taking Effect on or Before January 1, 2017)

TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE.....	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN	
ADOPTION AGREEMENT	2
1. ADMINISTRATOR	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE.....	3
6. TYPE OF ADOPTION	3
7. EFFECTIVE DATE.....	3
8. PLAN YEAR	5
9. CLASSES OF ELIGIBLE EMPLOYEES.....	5
A. Eligible Regular Employees	5
B. Elected or Appointed Members of the Governing Authority	5
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees).....	7
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN	7
13. CREDITED SERVICE	8
A. Credited Past Service with Adopting Employer	8
B. Prior Military Service	9
C. Prior Governmental Service.....	11
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	13
14. RETIREMENT ELIGIBILITY.....	14
A. Early Retirement Qualifications	14
B. Normal Retirement Qualifications	15
C. Alternative Normal Retirement Qualifications	17
D. Disability Benefit Qualifications	21
15. RETIREMENT BENEFIT COMPUTATION.....	21
A. Maximum Total Credited Service.....	21
B. Monthly Normal Retirement Benefit Amount.....	22
C. Monthly Early Retirement Benefit Amount	24
D. Monthly Late Retirement Benefit Amount (check one):	25
E. Monthly Disability Benefit Amount	26
F. Minimum/Maximum Benefit For Elected Officials	26
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	27

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)27

B. Cost Of Living Adjustment.....28

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING29

A. Eligible Regular Employees29

B. Elected or Appointed Members of the Governing Authority30

18. PRE-RETIREMENT DEATH BENEFITS30

A. In-Service Death Benefit.....30

B. Terminated Vested Death Benefit.....32

19. EMPLOYEE CONTRIBUTIONS32

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT33

21. TERMINATION OF THE ADOPTION AGREEMENT34

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS34

I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Monroe, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Monroe, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Monroe, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN **ADOPTION AGREEMENT**

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: City of Monroe, Georgia

3. GOVERNING AUTHORITY

Name: Mayor and Council of the City of Monroe
Address: P.O. Box 1249, Monroe, GA 30655-1249
Phone: (770) 267-7536
Facsimile: (770) 267-2319

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Master Plan)

Name: City Administrator
Address: P.O. Box 1249, Monroe, GA 30655-1249
Phone: (770) 267-7536
Facsimile: (770) 267-2319

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position: Mayor
 Position: City Finance Committee Chairman
 Position: City Administrator
 Position: City Finance Director
 Position: City HR/Payroll Supervisor

Pension Committee Secretary: City Administrator
 Address: P.O. Box 1249, Monroe, GA 30655-1249
 Phone: (770) 267-7536
 Facsimile: (770) 267-2319

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (check one):

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
 - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law

and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.

The effective date of this Plan is _____.

(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the _____ (insert effective date of this Adoption Agreement not earlier than January 1, 2013). This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ (insert original effective date of preexisting plan).

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be date of its approval by the Governing Authority (insert effective date of this Adoption Agreement not earlier than January 1, 2013).

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on March 13, 2012 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).

The Employer's first Adoption Agreement became effective September 1, 2003 (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective August 1, 1973 (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing _____.
- Other (must specify month and day commencing): August 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (check one):

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named):
- _____.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

- ARE NOT** eligible to participate in the Plan.
- ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): Each elected or appointed member of the Governing Authority who holds office on November 1, 2004 shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing

Authority who holds office after November 1, 2004 shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after November 1, 2004 that he occupies any elective office of the Governing Authority. (Participation became mandatory effective September 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.) In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date he or she initially takes such office or returns to office.

(2) **Municipal Legal Officers (check one):**

- ARE NOT eligible to participate in the Plan.
- ARE eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

10. ELIGIBILITY CONDITIONS

A. **Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: _____ (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)

- 30 hours/week (regularly scheduled)
 Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- No minimum
 At least 6 months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

The months to year requirement for excepted class(es) are:

- No minimum
 At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (check one):

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- Participation is optional for the following Eligible Employees (must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees): _____.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) **Eligible Employees Employed on Original Effective Date of GMEBS Plan.**

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (check one):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (insert date).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) **Previously Employed, Returning to Service after Original Effective Date.** If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows (check one):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): In addition to the above limitations, and notwithstanding any other provision to the contrary, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority prior to November 1, 2004, unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on November 1, 2004.

(3) **Eligible Employees Initially Employed After Effective Date.** If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) **Newly Eligible Classes of Employees.** If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows (check one):

- Prior Military Service is **not** creditable under the Plan (if checked, skip to Section 13.C. – Prior Governmental Service).
- Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
- Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years (insert number).

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate (check one):

- One month of military service credit for every _____ month(s) (insert number) of Credited Service with the Adopting Employer.
- One year of military service credit for every _____ year(s) (insert number) of Credited Service with the Adopting Employer.
- All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years (insert number) of Credited Service with the Employer.
- Other requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Military Service shall be creditable upon full payment by the Participant for such service, subject to the conditions listed below.

(4) Payment for Prior Military Service Credit(check one):

- Participants shall **not** be required to pay for military service credit.
- Participants shall be required to pay for military service credit as follows:
 - The Participant must pay **100%** of the actuarial cost of the service credit (as defined below).
 - The Participant must pay an amount equal to (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

Other Conditions for Award of Prior Military Service Credit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2))

and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): For purposes of this provision, the definition of "Military Service" contained in Section 2.42 of the Master Plan shall control, except that the second sentence of said definition shall not apply. In order to receive Military Service credit hereunder, the Participant must submit to the Pension Committee Secretary a copy of the Participant's DD-214 (military separation papers), reflecting the Participant's prior Military Service. See Service Credit Purchase Addendum for additional conditions.

(5) **Limitations on Service Credit Purchases.** Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows (check one):

- Prior governmental service is not creditable under the Plan (if checked, skip to Section 13.D. – Unused Sick/Vacation Leave).
- Prior governmental service shall be counted as Credited Service for the following purposes under the Plan (check one or more as applicable):
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): **Prior Service performed as a full-time employee (employed at least 30 hours per week) of a municipal corporation (other than the City of Monroe), county, consolidated city-county government,**

the State of Georgia or any other state, or the federal government. However, service creditable under this provision shall not include military service or service for any school system, school district, or school board. If there is a question about whether a Participant's prior service is within the above definition of prior governmental service, the City Attorney shall have sole discretionary authority to determine whether such service is within said definition, and such determination shall be final and binding.

Part-time service (less than 30 hours per week) performed as an employee of the City of Monroe prior to the date that the Participant became a Participant in this Plan shall also be creditable as prior governmental service hereunder. For purposes of this provision, each year of part-time service shall count as one half-year of credited service, and each month of part-time service shall count as one half-month of credited service. Partial months shall not be creditable.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years (insert number).

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate (check one):

- One month of prior governmental service credit for every _____ month(s) (insert number) of Credited Service with the Adopting Employer.
- One year of prior governmental service credit for every _____ year(s) (insert number) of Credited Service with the Adopting Employer.
- All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years (insert number) of Credited Service with the Adopting Employer.
- Other requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):
Prior governmental service shall be creditable upon full payment by the Participant for such service, subject to the conditions listed in the Service Credit Purchase Addendum.

(5) Payment for Prior Governmental Service Credit.

- Participants shall not be required to pay for governmental service credit.
- Participants shall be required to pay for governmental service credit as follows:

- The Participant must pay **100%** of the actuarial cost of the service credit.
- The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
 - Unused sick leave
 - Unused vacation leave
 - Unused personal leave
 - Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (**check one**):

- The Participant must be 100% vested in a normal retirement benefit.
- The Participant must have at least _____ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (**check one or more as applicable**):

- Computing amount of benefits payable.
- Meeting minimum service requirements for vesting.
- Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months (**insert number**).

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are (**check one or more as applicable**):

- Attainment of age 55 (**insert number**)
- Completion of 10 years (**insert number**) of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Early retirement qualifications for excepted class(es) are (check one or more as applicable):

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are (check one or more as applicable):

- Attainment of age 65 (insert number)
- Completion of 5 years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Normal retirement qualifications for excepted class(es) are (check one or more as applicable):

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at

least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

(2) **Elected or Appointed Members of Governing Authority**

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are (check one or more as applicable):

- Attainment of age **65** (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are (check one or more as applicable):

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law).

law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

- (1) Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
- Attainment of age 55 (insert number)
 - Completion of 25 years (insert number) of Total Credited Service
 - In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Eligible Regular Employees.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2)**

and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

- (3) **Rule of _____ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant (**check one or more items below, as applicable**):

- Must have attained at least age _____ (insert number)
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

A Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

- (4) **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least _____ years (**insert number**) of Total Credited Service, regardless of the Participant's age.

- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the

Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) **Other Alternative Normal Retirement Benefit.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

(6) **Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.
- Only the following public safety employee Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

A public safety employee Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police

protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- _____ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is (**check one or all that apply**):

- not limited.
- limited to _____ years for all Participants.
- limited to _____ years for the following classes of Eligible Regular Employees:
 - All Eligible Regular Employees.
 - Only the following Eligible Regular Employees: _____.
- limited to _____ years as an elected or appointed member of the Governing Authority.
- limited to _____ years as a Municipal Legal Officer.
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (check and complete one or more as applicable):

- (a) **Flat Percentage Formula.** 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
 Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- (b) **Alternative Flat Percentage Formula.** _____% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- (c) **Split Final Average Earnings Formula.** _____% (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
 Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- (d) **Alternative Split Final Average Earnings Formula.** _____% (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants.
 Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) **Covered Compensation (complete only if Split Formula(s) is checked above):**

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (b) **Dynamic Break Point Covered Compensation** as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (c) **Table Break Point Covered Compensation** as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ _____ **(specify amount)**. This definition shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(3) **Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the 60 (insert number not to exceed 60) consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows (**check one**):

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$30.00** (insert dollar amount) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for

early commencement of benefits based on the following table. This table shall apply to:

- All Participants.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (complete as applicable)
---	---

<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum is established.
- No less than (**check one**): 20% 10% ____% (if other than 20% or 10% insert percentage amount) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- No less than (**check one**): 66 2/3 % ____% (if other than 66 2/3%, insert percentage amount) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

Note: The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.
- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

- Other minimum or maximum (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) **Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.
- (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to (**check one**): all Retired Participants only the following classes of Retired Participants (**must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer**): _____.

(2) **Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply (**check one or more as applicable**):

- (a) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to (**check one**): all Retired Participants; only the following classes of Retired Participants (**must specify - specific**

positions are permissible; specific individuals may not be named):

- (b) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

This rule shall apply to (check one): all Retired Participants; only the following classes of Retired Participants (must specify - specific positions are permissible; specific individuals may not be named):

- (c) The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Master Plan.

This rule shall apply to (check one): all Retired Participants; only the following classes of Retired Participants (must specify - specific positions are permissible; specific individuals may not be named):

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following (check one):

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed _____% (insert percentage).
- (3) Fixed annual cost-of-living adjustment equal to _____% (insert percentage).

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) (check one):

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after _____ (insert date).
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of

Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named): _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

**17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT;
VESTING**

A. Eligible Regular Employees

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule (check one):

- No vesting schedule (immediate vesting).
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (insert number not to exceed 10) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (insert percentages):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Vesting Schedule for excepted class (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (**check one**):

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

- (1) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
- The Participant must be vested in a normal retirement benefit.
 - The Participant must have _____ years (**insert number**) of Total Credited Service.
 - The Participant must be eligible for Early or Normal Retirement.
 - Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.
- (2) **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have _____ years (insert number) of Total Credited Service.
- Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (check one):

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (check one): one-half (1/2) _____ (insert other fraction) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Terminated Vested Death Benefit

(1) **Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.
- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

19. EMPLOYEE CONTRIBUTIONS

(1) **Employee contributions (check one):**

- Are not required.
- Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- Are required in the amount of _____ % (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): _____.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) **Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects (**check one**):

To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

Not to pick up Employee Contributions.

(3) **Interest on Employee Contributions.** The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

Interest shall not be paid.

Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the

new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or

phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a

result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or

- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be the date of its approval by the Governing Authority.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Monroe, Georgia this _____ day of _____, 20____.

Attest:

CITY OF MONROE, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

**GENERAL ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Monroe, Georgia, as follows (complete one or more sections, as applicable):

*** Items (1) through (13) of General Addendum – Not Applicable ***

(14) Frozen Plan Provisions (for amendment of Adoption Agreement only – see Section 9 of Adoption Agreement regarding Classes of Eligible Employees):

- (a) Plan Freeze - The Plan is "frozen" effective as of _____ (specify date). The Plan shall be subject to all provisions of the Adoption Agreement and Master Plan, except as otherwise provided herein, and the Employer shall continue to maintain the Plan's qualified status. The Plan shall be frozen, as follows (check as applicable):
- (i) The Plan shall be frozen with respect to the following class(es) of Eligible Employees (one or more as applicable): all Participants; all Eligible Regular Employees; Members of the Governing Authority; Municipal Legal Officers; other (must specify): _____.
- (ii) Active Participants in the affected class(es) of Eligible Employees as of the freeze effective date shall be vested in their normal retirement benefits accrued as of the effective date of the freeze to the extent funded notwithstanding any provision of the Adoption Agreement to the contrary.
- (iii) Employees who are (check all that apply): employed by the Employer or in office as of _____ (specify date), first employed on or after _____ (specify date), first take office on or after _____ (specify date), reemployed on or

after _____ (specify date), return to office (following a vacation of office) on or after _____ (specify date), shall not be eligible to participate in the Plan on or after _____ (specify date).

- (iv) With respect to Employees designated in paragraph (iii) above, earnings on or after _____ (specify date) shall not be taken into account for purposes of the Plan.
- (v) The Employees designated in paragraph (iii) above shall not be credited with Service for the Employer on or after _____ (specify date) for purposes of (check all that apply): computing the amount of benefits payable; meeting minimum service requirements for participation and vesting; meeting minimum service requirements for benefit eligibility under the Plan.
- (vi) The following additional provisions shall apply as a result of the freeze (must specify): _____.
- (b) **Restoration Following Plan Freeze** - The Plan has been "frozen" since December 1, 1997 (specify freeze date). Effective January 1, 2004 (specify date), the Plan shall be reactivated in accordance with and subject to the following provisions (check as applicable):
- (i) The Plan shall cease to be frozen with respect to the following class(es) of Eligible Employees (one or more as applicable): all Participants; all Eligible Regular Employees; Members of the Governing Authority; Municipal Legal Officers; other (must specify): _____.
- (ii) Employees (check all that apply): employed by the Employer and/or in office as of December 1, 1997 (specify date), first employed on or after December 1, 1997 (specify date), first took office on or after December 1, 1997 (specify date), reemployed on or after January 1, 2004 (specify date), returned to

office (following a vacation of office) on or after January 1, 2004 (specify date), shall be eligible to commence or re-commence participation in the Plan (as applicable) with respect to Service on or after December 1, 1997 (specify date), provided they otherwise meet the eligibility requirements for participation under the Plan.

- (iii) With respect to the Employees designated in paragraph (ii) above, Earnings on or after December 1, 1997 (specify date) shall be taken into account for purposes of the Plan.
- (iv) The Employees designated in paragraph (ii) above shall receive credit for Service for the Employer on or after December 1, 1997 (specify date) for purposes of (check all that apply): computing the amount of benefits payable; meeting minimum service requirements for participation and vesting; meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee met the minimum hour requirement and other eligibility requirements for recognition of Credited Service under the Plan.
- (v) Former Employees who are reemployed and/or return to office as Eligible Employees after January 1, 2004(specify date) will receive credit for Service with the Employer on or after December 1, 1997 (specify date) for purposes of (check all that apply): computing the amount of benefits payable; meeting minimum service requirements for participation and vesting; meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee meets the minimum hour requirement and other eligibility requirements for recognition of Credited Service with respect to said period under the Plan, and provided the Employee satisfies any applicable Plan requirements with respect to his break in Service.

- (vi) The following additional provisions shall apply as a result of restoration following the freeze (must specify): With respect to a former Employee hired on or after December 1, 1997 who may become reemployed as an Eligible Employee after January 1, 2004, credit for any service performed between December 1, 1997 and January 1, 2004 will only be restored if such Employee completes at least one (1) year of service upon his/her reemployment with the City.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Monroe, Georgia this _____ day of _____, 20____.

Attest: CITY OF MONROE, GEORGIA,

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

**SERVICE CREDIT PURCHASE
ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Monroe, Georgia. It modifies the Adoption Agreement to provide for service credit purchases for eligible Participants in the Retirement Plan for the Employees of the City of Monroe, in accordance with and subject to the following requirements:

- (1) **Service Credit Purchase; Eligibility Requirements.** Subject to any conditions specified in Section 13.B. or 13.C. of the Adoption Agreement and in this Service Credit Purchase Addendum, Participants in this Plan who are actively employed on or after January 1, 2004 and who are Vested in this Plan may purchase service credit under this Plan for prior Military Service, Prior Governmental Service, and part-time service, as described in subsections 13.B. and 13.C. of the Adoption Agreement. The Participant may not purchase credit for service other than that described in subsections 13.B. and 13.C. of the Adoption Agreement, nor may a Participant purchase credit for service which is already creditable under the Plan. The purchase of prior service credit is permitted but not required under this Plan. Such purchases will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance that the Pension Committee Secretary or GMEBS deem appropriate.
- (2) **Use of Purchased Service Credit.** Subject to any conditions or limitations provided in this Addendum, service credit purchased hereunder will be counted as Credited Service for purposes of (check all that apply):
- computing the amount of benefits payable under the Plan;
 - meeting the minimum service requirements for vesting under the Plan;
 - meeting the minimum service requirements for benefit eligibility under the Plan.

- (3) **Application to Purchase Service Credit.** A Participant who meets the eligibility requirements specified in paragraph (1) above and who wishes to purchase eligible service credit as described in paragraph (1) above may apply for such purchase by completing and submitting to the Pension Committee Secretary an application form provided for that purpose. Participants will be responsible for providing the Pension Committee Secretary with any information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above.
- (4) **Window Period for Application.** In order to purchase service credit, eligible Participants may submit the service credit purchase application within the five (5) year period after they become Vested in the Plan (taking into account Credited Service with the City and Credited Service with prior GMEBS employers that is creditable for Vesting purposes under the portability provisions of the Plan). If a Participant was Vested in the Plan as of January 1, 2004, the Participant must have applied to purchase service credit within five (5) years after January 1, 2004. If a Participant does not submit a completed application to purchase service credit within the designated window period, the Participant will not be permitted to purchase service credit. As a precondition for approval of his or her application, the Participant will be responsible for providing the Pension Committee Secretary with any additional information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above. Notwithstanding any provision herein to the contrary, no Participant may apply for or purchase prior service credit after his or her termination of employment.
- (5) **Review by Pension Committee Secretary.** Within a reasonable time after the end of the application period, the Pension Committee Secretary will review the Participant's application to purchase service credit and will determine whether the application should be accepted. Upon approval of an application by the Pension Committee Secretary, the Pension Committee Secretary will certify on the application the number of years and months of prior service that are eligible for purchase under paragraph (1) above.

- (6) **Fee for Cost Study.** As a precondition for approval of the application to purchase service credit, and prior to the commencement of any cost study, Participants may be required by the Employer to pay all or a portion of the GMEBS actuarial cost study fee(s) associated with determining the cost to purchase the Participant's eligible service credit. Any portion of the fee that the Participant is not required to pay will be paid by the Employer.
- (7) **Actuarial Study to Determine Cost of Purchase.** In the event that a cost study has not been undertaken prior to the Participant's submission of a completed application to purchase service credit, if the Participant's application to purchase is approved by the Pension Committee Secretary, a cost study will be undertaken as soon as reasonably practicable after the application has been approved, in order to determine the actuarial cost relating to the Participant's prior service that is eligible for purchase.
- (8) **Lump Sum Payment Required Within 90 Days.** Upon completion of the cost study, the Pension Committee Secretary will notify the Participant of the lump sum amount required to purchase prior service credit, as reflected in the cost study. Within 90 days of receiving this notice or of receiving notice of the Pension Committee's approval of the Participant's application to purchase service credit, whichever is later, the Participant shall remit said lump sum amount in the form and manner required by paragraphs (9)-(11) below, the Pension Committee Secretary, and GMEBS. The Participant may remit less than the full lump amount necessary to purchase all of the prior service credit which is eligible for purchase, in which case the percentage of service credit awarded will be equal to the percentage of the full amount remitted. The Pension Committee Secretary shall have the authority to extend the 90-day time period for payment of lump sum amounts required to purchase service credit if, for reasons outside the control of the Participant, payment cannot be made within the 90-day period. However, the time limit for payment will not be extended any later than 90 days and in no event may a Participant make such payment after his or her termination of employment.
- (9) **Method of Payment.** To the extent permitted by the Internal Revenue Code and regulations issued thereunder, the lump sum amount referred to in paragraph (8) above may be paid via one or more of the following

sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, a governmental 457(b) deferred compensation plan or a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan, 403(a) annuity plan, or a 408(a) or 408(b) individual retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. Participants shall be solely responsible for effecting the payment referred to herein. Participants will not be permitted to purchase credit via payroll deduction.

- (10) **Limitation on Amount of Lump Sum Payment.** If the lump sum amount referred to in paragraph (8) is paid via any method other than as described under paragraph (9)(1) or (9)(2) above, then the Participant shall not be permitted to contribute to the Plan in any calendar year an amount which exceeds any applicable limit specified in Internal Revenue Code Section 415.
- (11) **IRC 415, Other Limitations.** Notwithstanding any other provision of the Adoption Agreement or this Addendum to the contrary, the Plan will not accept and shall return without interest any contribution or portion of a contribution made to purchase service credit if such contribution would result in a violation of the applicable limitations established under Internal Revenue Code Section 415(b), (c), or (n) or any other provision of law or the Plan, or if it is later determined that the Participant's prior service is not eligible for purchase, and any prior service credit attributable to said contribution or portion of a contribution will be forfeited.
- (12) **Return of Contributions.** Contributions made to purchase prior service credit shall be used to fund retirement and death benefits payable under the Plan relating to such credit. Contributions shall not otherwise be refundable to the Participant or any other person, except as otherwise provided in this paragraph (12) or in Section 13.06 or 18.04 of the Master Plan Document (concerning failure to exhaust or termination of the Plan, respectively). Participants (check one):
- will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment (Participants must be vested to purchase prior service credit).

- will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment, unless they are not vested upon termination (Participants are not required to be vested to purchase prior service credit).
- will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the provisions of Section 13.03(c) of the Master Plan Document concerning the effect of withdrawal. For purposes of determining the amount of any refund of contributions made to purchase service credit, said contributions shall be credited with interest at [insert rate], subject to any limitations on the crediting of interest in Section 13.03(c) of the Master Plan Document.
- will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the following conditions for repayment (must describe):

Note: Partial withdrawal of employee contributions is not permitted. If the Participant withdraws contributions made to purchase service credit, the Participant will forfeit any and all service credit and/or benefits attributable to such purchase for all purposes.

(13) Repayment Upon Reemployment. If the Participant returns to employment with the Employer after having withdrawn his contributions made to purchase prior service credit, the Participant (check one):

- not applicable (withdrawal not permitted).
- will not be permitted to re-purchase said service credit upon reemployment.
- will be permitted to re-purchase said service credit upon reemployment, based on the actuarial cost of such service credit, taking into account the additional actuarial cost of any benefit enhancements adopted prior to reemployment pursuant to paragraph (14) below, provided that the Participant makes application for such re-purchase within [insert time limit] after reemployment and provided the

Participant effects payment for such re-purchase in accordance with and subject to the provisions of this Addendum within [insert time limit] after the application is approved.

- will be permitted to re-purchase said service credit upon reemployment, subject to the following conditions for repayment (must describe other repayment method): _____

(14) Definition of Actuarial Cost. The cost to purchase qualifying prior service credit shall be determined based upon the actuarial cost of said prior service credit. In applying the provisions of the Adoption Agreement and this Service Credit Purchase Addendum, the term "actuarial cost of prior service credit" means:

- the actuarial accrued liability relating to such prior service as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods established for this purpose in the funding policy adopted by the GMEBS Board of Trustees
- Other (must specify other method of determining actuarial cost for this purpose): _____

The terms of the foregoing Service Credit Purchase Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Monroe, Georgia this _____ day of _____, 20____.

Attest:

CITY OF MONROE, GEORGIA

City Clerk

(SEAL)

Approved:

City Attorney



Mayor



The terms of the foregoing Service Credit Purchase Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



To: Airport Committee, City Council
From: Chris Bailey, Director of Central Services
Department: Airport
Date: 12/19/2019
Subject: Runway Rehabilitation Design

Budget Account/Project Name: Runway Rehabilitation CIP

Funding Source: Runway Rehabilitation CIP / State Grant Funding

Budget Allocation: \$155,500.00

Budget Available: \$155,500.00

Requested Expense: \$76,954.06

Company of Record: GMC Network

Description:

This item is to request approval of a proposed project that includes the engineering, design, and administration for the rehabilitation of the runway for the Cy Nunnally Memorial Airport (D73). This would include all design elements for submission to GDOT for the physical construction project in FY21 of that state budget. The City would be responsible for 5% of this proposed cost of \$76,954.06, or \$3,847.70.

Background:

The City of Monroe has for the past 5-6 years has aggressively sought state and federal funding resources for the overall improvements of the Cy Nunnally Memorial Airport. These grant applications and subsequent projects all lead to longer term accomplishments and the achievement of a more viable aviation resource for the community.

Attachment(s):

Scope of Services – 2 pages

Cost Summary – 9 pages

Cy Nunnally Memorial Field (D73) Runway 3/21 Rehabilitation Project

Cost Summary

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$7,885.17
Direct Cost	\$720.60
TOTAL (Lump Sum)	\$8,605.77

ELEMENT 2. SURVEY WORK

Labor Subtotal	\$7,111.96
Direct Cost	\$0.00
TOTAL (Lump Sum)	\$7,111.96

ELEMENT 3. GEOTECHNICAL INVESTIGATION

Labor Subtotal	\$8,603.55
Direct Expenses	\$0.00
TOTAL (Lump Sum)	\$8,603.55

ELEMENT 4. CONSTRUCTION PLANS

Labor Subtotal	\$34,162.97
Direct Expenses	\$0.00
TOTAL (Lump Sum)	\$34,162.97

ELEMENT 5. CONTRACT DOCUMENTS

Labor Subtotal	\$5,889.13
Direct Expenses	\$0.00
TOTAL (Lump Sum)	\$5,889.13

ELEMENT 6. ENGINEERS/DESIGN REPORT

Labor Subtotal	\$4,364.09
Direct Expenses	\$100.00
TOTAL (Lump Sum)	\$4,464.09

ELEMENT 7. DBE PLAN

Labor Subtotal	\$0.00
Direct Expenses	\$0.00
TOTAL (Lump Sum)	\$0.00

ELEMENT 8. COORDINATION, REVIEW AND COMMENTS

Labor Subtotal	\$5,145.99
Direct Expenses	\$2,970.60
TOTAL (Lump Sum)	\$8,116.59

ENGINEERING DESIGN TOTAL \$76,954.06

PROJECT FORMULATION

Element 1	Hourly Breakdown													Total Man Hours	Labor Cost
	Principal	Senior Engineer	Project Manager	Engineer I	Senior Designer	Environmental Engineer	Inspector	CADD Technician I	Administrative	PLS/Survey Manager	Survey Crew Chief	Instrument Man	Rodman		
	\$ 217.74	\$ 171.04	\$ 128.04	\$ 118.50	\$ 79.86	\$ 120.77	\$ 63.40	\$ 64.91	\$ 69.44	\$ 103.10	\$ 65.30	\$ 65.46	\$ 51.36		
Prepare Application and CIP	1		1											2	\$ 345.79
Preparation of work scope and fees	3	5	3											11	\$ 1,892.54
Site Visit(s) and Meetings	12	6	6											24	\$ 4,407.38
7460	2		4											6	\$ 947.66
CatEx		1				1								2	\$ 291.80
															\$ -
<i>Use below if subconsultant preforms this task and not above</i>															\$ -
<i>Subconsultant's Rates -----></i>															\$ -
														0	\$ -
Coordination and Admin. For subconsultant (no hours, percentage)															\$ -
LABOR TOTAL	18	12	14	0	0	1	0	0	0	0	0	0	0	45	\$ 7,885.17

SURVEY WORK - Design Surveys

Element 2	Hourly Breakdown												Total Man Hours	Labor Cost
	Principal	Senior Engineer	Project Manager	Engineer I	Senior Designer	Environmental Engineer	Inspector	CADD Technician I	Administrative	PLS/Survey Manager	Survey Crew Chief	Instrument Man		
Field Survey Work	\$ 217.74	\$ 171.04	\$ 128.04	\$ 118.50	\$ 79.86	\$ 120.77	\$ 63.40	\$ 64.91	\$ 69.44	\$ 103.10	\$ 65.30	\$ 65.46	80	\$ 5,230.41
Office Preparation								12	4	8	40	40	24	\$ 1,881.55
<i>Use below if subconsultant preforms this task and not above</i>														\$ -
<i>Subconsultant's Rates -----></i>														\$ -
Office Preparation													0	\$ -
Coordination and Admin. For subconsultant (no hours, percentage)													0	\$ -
LABOR TOTAL	0	0	0	0	0	0	0	12	4	8	40	40	104	\$ 7,111.96
DIRECT EXPENSES														
Mileage (9 trips -200 mi @ 0.545 per mile)														981
														\$ 981.00
LABOR TOTAL	0	0	0	0	0	0	0	12	4	8	40	40	104	\$ 8,092.96

GEOTECHNICAL INVESTIGATION

Element 3	Hourly Breakdown												Total Man Hours	Labor Cost	
	Principal	Senior Engineer	Project Manager	Engineer I	Senior Designer	Environmental Engineer	Inspector	CADD Technician I	Administrative	PLS/Survey Manager	Survey Crew Chief	Instrument Man			Rodman
	\$ 217.74	\$ 171.04	\$ 128.04	\$ 118.50	\$ 79.86	\$ 120.77	\$ 63.40	\$ 64.91	\$ 69.44	\$ 103.10	\$ 65.30	\$ 65.46			\$ 51.36
Complete Surface Investigation - 5 cores/bores, milling, and crack repair, including Summary of Findings Report	1	8	24				8		2					43	\$ 5,305.16
Pavement Design		6	4											10	\$ 1,538.39
<i>Use below if subconsultant performs this task and not above</i>															\$ -
<i>Subconsultant's Rates -----></i>															\$ -
Premier Drilling															\$ 1,760.00
Coordination and Admin. For subconsultant (no hours, percentage)															\$ -
LABOR TOTAL	1	14	28	0	0	0	8	0	2	0	0	0	0	53	\$ 8,603.55

CONSTRUCTION PLANS

Element 4	Hourly Breakdown													Total Man Hours	Labor Cost
	Principal	Senior Engineer	Project Manager	Engineer I	Senior Designer	Environmental Engineer	Inspector	CADD Technician I	Administrative	PLS/Survey Manager	Survey Crew Chief	Instrument Man	Rodman		
	\$ 217.74	\$ 171.04	\$ 128.04	\$ 118.50	\$ 79.86	\$120.77	\$ 63.40	\$ 64.91	\$ 69.44	\$ 103.10	\$ 65.30	\$ 65.46	\$ 51.36		
Cover Sheet, Schedule of Quantities, Safety Plan and Safety/General Notes	2	11	7	7	7									34	\$ 4,601.70
Demolition, Clearing, and Clearing Grubbing Plan	1	7	4		14									26	\$ 3,045.17
Construction Sequence Plan (If Applicable)	1	11	1		1									14	\$ 2,307.04
Project Layout Plan, Staking Plan and/or Plan & Profile	1	15	11	2	9									38	\$ 5,147.47
Grading Plan and/or Cross Sections	3	18	14		35									70	\$ 8,319.47
Drainage Plan, Drainage Details, Utility Plan, and Utility Details														0	\$ -
Fencing Plan and Details														0	\$ -
Typical Sections and Paving Details	1	9	3		11									24	\$ 3,019.62
Erosion Control Plans, Notes and Details	1	11	4	8	14									38	\$ 4,677.33
Marking Plan, Marking Details, Tie Down Plan and Tie Down Details	1	7	4		14									26	\$ 3,045.17
Electrical Plans and Electrical Details														0	\$ -
Fuel Farm Plan and Fuel Farm Details														0	\$ -
<i>Use below if subconsultant preforms this task and not above</i>															
Subconsultant's Rates ----->															
Coordination and Admin. For subconsultant (no hours, percentage)															
LABOR TOTAL	11	89	48	17	105	0	0	0	0	0	0	0	0	270	\$ 34,162.97

NOTE: ALL MAN HOURS FOR QA/QC AND STAFF MEETINGS SHALL BE INCLUDED IN THE ABOVE ITEMS

Contract Documents to include Advertisement, Bid Documents, Bond Requirements, Federal Provisions, General Conditions, Technical Specifications, Special Conditions and Engineers Estimate.

Element 5	Hourly Breakdown													Total Man Hours	Labor Cost
	Principal	Senior Engineer	Project Manager	Engineer I	Senior Designer	Environmental Engineer	Inspector	CADD Technician I	Administrative	PLS/Survey Manager	Survey Crew Chief	Instrument Man	Rodman		
	\$ 217.74	\$ 171.04	\$ 128.04	\$ 118.50	\$ 79.86	\$ 120.77	\$ 63.40	\$ 64.91	\$ 69.44	\$ 103.10	\$ 65.30	\$ 65.46	\$ 51.36		
Contract Documents to include Advertisement, Bid Documents, Bond Requirements, Federal Provisions, General Conditions, Technical Specifications, Special Conditions and Engineers Estimate. <i>Use below if subconsultant preforms this task and not above</i>	2	18	4	4					20					48	\$ 5,889.13
<i>Subconsultant's Rates ----></i>															
LABOR TOTAL	2	18	4	4	0	0	0	0	20	0	0	0	0	48	\$ 5,889.13

NOTE: ALL MAN HOURS FOR QA/QC AND STAFF MEETINGS SHALL BE INCLUDED IN THE ABOVE ITEMS

ENGINEER'S/DESIGN REPORT

Element 6	Hourly Breakdown													Total Man Hours	Labor Cost
	Principal	Senior Engineer	Project Manager	Engineer I	Senior Designer	Environmental Engineer	Inspector	CADD Technician I	Administrative	PLS/Survey Manager	Survey Crew Chief	Instrument Man	Rodman		
	\$ 217.74	\$ 171.04	\$ 128.04	\$ 118.50	\$ 79.86	\$ 120.77	\$ 63.40	\$ 64.91	\$ 69.44	\$ 103.10	\$ 65.30	\$ 65.46	\$ 51.36		
Engineer's Report to include description of project, discussion of design decisions, copy of design calculations and copy of geotechnical report	1	18	4						8					31	\$ 4,364.09
LABOR TOTAL	1	18	4	0	0	0	0	0	8	0	0	0	0	31	\$ 4,364.09

DBE PLAN

Element 7	Hourly Breakdown													Total Man Hours	Labor Cost
	Principal	Senior Engineer	Project Manager	Engineer I	Senior Designer	Environmental Engineer	Inspector	CADD Technician I	Administrative	PLS/Survey Manager	Survey Crew Chief	Instrument Man	Rodman		
	\$ 217.74	\$ 171.04	\$ 128.04	\$ 118.50	\$ 79.86	\$ 120.77	\$ 63.40	\$ 64.91	\$ 69.44	\$ 103.10	\$ 65.30	\$ 65.46	\$ 51.36		
DBE Plan or Update				0										0	\$ -
<i>Use below if subconsultant preforms this task and not above</i>															
Subconsultant's Rates ----->															
DBE Plan or Update														0	
Coordination and Admin. For subconsultant (no hours, percentage)															\$ -
LABOR TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -

COORDINATION, REVIEW AND COMMENTS

Element 8	Hourly Breakdown													Total Man Hours	Labor Cost
	Principal	Senior Engineer	Project Manager	Engineer I	Senior Designer	Environmental Engineer	Inspector	CADD Technician I	Administrative	PLS/Survey Manager	Survey Crew Chief	Instrument Man	Rodman		
	\$ 217.74	\$ 171.04	\$ 128.04	\$ 118.50	\$ 79.86	\$ 120.77	\$ 63.40	\$ 64.91	\$ 69.44	\$ 103.10	\$ 65.30	\$ 65.46	\$ 51.36		
Provide one set of plans and contract documents to GDOT for review, Revise plans and contract documents per GDOT review comments and one (1) electronic copy of the final plan/specs set to GDOT	2	4		4	12				4					26	\$ 2,829.69
95% review meeting		8		8										16	\$ 2,316.31
LABOR TOTAL	2	4	0	4	12	0	0	0	4	0	0	0	0	42	\$ 5,145.99

EXHIBIT A

SCOPE OF SERVICES

**ENGINEERING DESIGN SERVICES FOR
RUNWAY 3/21 REHABILITATION**

**GDOT Project Number APXXX-XXXX-XX (XXX) Walton County
PID-TXXXXXX**

The City of Monroe will provide engineering design services for the following construction project at the Cy Nunnally Memorial Airport:

1. Runway pavement rehabilitation for the primary runway, Runway 3/21.

The Engineering Design Services will consist of the preparation of construction drawings and specifications necessary to complete the project, as well as the necessary documents to advertise for bids, receive construction proposals, and award construction contract. The design services will include the following elements of work:

- **Element 1 – Project Formulation** will include the preparation of work scope, fees, predesign/scoping meeting with GDOT, preliminary project evaluation, and funding assistance documentation including categorical exclusion and applications, and submittal of 7460 and Construction Safety Phasing Plan to FAA for preliminary airspace review.
- **Element 2 – Topographic Survey Work** will complete topographic survey of the project area necessary for design of project to include base line survey, cross section survey, etc., as required and approved by the OWNER and necessary to prepare detailed plans according to the current FAA Advisory Circulars.
- **Element 3 – Geotechnical Investigation** will include the review of the site within the project area, acquiring and analysis of 5 core locations along the runway, acquiring and analysis of 5 bore locations along the runway, and proposal of rehabilitation methods.
- **Element 4 – Construction Plans** will consist of:
 1. Cover Sheet listing the name of the airport, description of the project, vicinity and location maps, project number, and index of drawings.
 2. Legend, Abbreviations and Quantities with item number, specification numbers, description of work item, unit and quantity.
 3. Construction Safety and Phasing Plan Layout and General Notes
 4. Construction Sequence Plan
 5. Existing Conditions
 6. Project Layout Plan and Staking Plan
 7. Demolition Plan, Demolition Notes
 8. Erosion and Sediment Control Details Plan, Notes and Details
 9. Marking Plan and Marking Details
 10. Grading and Paving Plan
 11. Pavement Typical Sections

- **Element 5 – Contract Document(s)** including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or Georgia Department of Transportation (GDOT) specifications to include GDOT Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the project.

- **Element 6 – Engineers/Design Report** will include a detailed description of the project construction, design calculations, and discussion of rationale for design decisions.

- **Element 7 – DBE Plan** is not included in this proposal.

- **Element 8 - Coordination, Review and Comments** will submit plans and specifications to GDOT and address comments as follows:
 1. Provide one electronic set of plans and specifications to GDOT for initial review.
 2. Respond to GDOT comments and resubmit.
 3. Provide one (1) electronic copy of the final plan in AutoCAD format to GDOT
 4. Provide one (1) electronic copy of the final plan in PDF format to GDOT
 5. 95% review meeting with GDOT and Sponsor to finalize plans and determine construction schedule.

Bidding and permitting services will be completed in a future phase of this project and are not included in this scope of work.



To: City Council, Committee, City Administrator
From: Rodney Middlebrooks, Director of Water & Gas
Department: Water
Date: 1/7/2019
Description: Approval - GEMA Generator Grant Application

Budget Account/Project Name:

Funding Source:

Budget Allocation: \$0.00
Budget Available: \$0.00
Requested Expense: \$0.00 **Company of Purchase:** N/A

Recommendation:

Recommendation to allow Carter & Sloope to proceed with the proper paperwork to seek grant funding to provide generators @ the Alcovy River and the City of Monroe Water Treatment Plant.

Background: Carter & Sloop has found a one-time GEMA/FEMA grant for generators. This money was set aside after the Hurricane Michael storm recovery effort and there are extra funds available. Walton County was in the designated area of the original funding so this would be 75/25 match. We would install generators at the Alcovy River and also the water plant location. These would allow us to continue to make and supply water during a natural disaster.

Attachment(s):

Homeland Security Generator Application
Carter & Sloope Estimate

Georgia Emergency Management Agency / Homeland Security
Generator Application

I. Funding Sources

The maximum FEMA share for HMGP projects is 75 percent. The other 25 percent can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level – such as CDBG, ARS, HOME) may not be used for the State or Local match.

<i>Estimated FEMA Share</i>	<u>\$ 869,550.00</u>	<u>75%</u> of Total (75%)
<i>Non-Federal Share</i>		
Estimated Local Share	<u>\$ 289,850.00</u>	<u>25%</u> of Total (15%) Source of Funds,
Estimated State Share	<u>\$ 0.00</u>	<u>0%</u> of Total (10%)
<i>Total Project Costs</i>	<u>\$ 1,159,400.00</u>	<u>100%</u> of Total

II. Project Implementation Narrative:

Please indicate who will be responsible for the oversight of the project:

The City of Monroe is requesting funding to purchase four (4) fixed generators for use as emergency power for water, sewer and public works facilities. Also, in this request is the funding to purchase and install automatic transfer switches at the facilities (which is necessary to utilize the emergency power source) as well as concrete pads and fuel for initial testing.

Please indicate who will be responsible for issuing the Request for Proposal for this project:

This project will be overseen by the Carter and Sloope, Inc. on behalf of the City of Monroe. A request for bids for purchase of the generators and required equipment will be issued by Carter and Sloope, Inc. The City will award the bid and the selected supplier will provide the generators and equipment. Carter and Sloope, Inc. will also bid the installation of the generators, concrete pads, and transfer switches at the facilities. The minimum dimensions of the concrete pads for the generator will vary based on size.

III. Generator Maintenance and Usage: Please indicate who will be responsible for the maintenance of the generator and activating the use of the generator:

The City of Monroe maintains a number of emergency generators and these additional generators will pose no significant burden to the City. The City will perform all required maintenance of all City generators. Maintenance personnel will be responsible for ensuring 24-hour operability. The generator will be tested bi-weekly in accordance with the manufacturer's recommendations.

IV. Project Work Schedule: Provided are the standard steps you will need to take to complete the project from start to finish and the number of days each step will require. This includes the time required pre-construction steps such as project design, bidding and bid award and close-out.

Work Item	Number of Days to Complete
Execute grant agreements	1-60
Bidding/Vendor Selection	61-120
Equipment Procurement & delivery	121-150
Site Work	151-175
Electrical Rough-in: interior conduit, modify/demo existing panels. Install/terminate wiring.	176-180
Integrate into existing controls	181-200
Start-up and Testing	200-230
Final Inspection	230-260
Project Close-Out	261-280

MAINTENANCE AGREEMENT

All applicants whose proposed project involves the retrofit or modification of existing public property; or whose proposed project would result in the public ownership or management of property, structures, or facilities; or a private, non-profit entity with a 501(c) designation must first sign the following agreement prior to submitting their application to FEMA.

The Mayor of Monroe, State of Georgia, hereby agrees that (City or Entity Name, Town, County) if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Subrecipient's maintenance responsibilities following project award and to show the Subrecipient's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____ the authorized applicant agent
(printed or typed *name of signing official*)

Mayor of City of Monroe, GA,
(*title*) (name of applicant)

this _____ (day) of _____ (month), _____ (year).

Authorized Applicant Agent's Signature* _____

* An individual authorized to sign financial and legal documents on behalf on the local government or private non-profit entity (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 12/12/2019	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Monroe		
* b. Employer/Taxpayer Identification Number (EIN/TIN): _____	* c. Organizational DUNS: _____	
d. Address:		
* Street1: 215 North Broad Street	Street2: _____	
* City: Monroe	County/Parish: Walton	
* State: _____	GA: Georgia	
Province: _____	* Country: _____	
* Zip / Postal Code: 30655-215	USA: UNITED STATES	
e. Organizational Unit:		
Department Name: _____	Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Charlie	Middle Name: _____
* Last Name: Bridges	Suffix: _____	
Title: Project Manager		
Organizational Affiliation: Carter and Sloope, Inc.		
* Telephone Number: (478) 477-3923	Fax Number: _____	
* Email: cbridges@cartersloope.com		

Application for Federal Assistance SF-424			
* 9. Type of Applicant 1: Select Applicant Type:			
<input type="text" value="C: City or Township Government"/>			
Type of Applicant 2: Select Applicant Type:			
<input type="text"/>			
Type of Applicant 3: Select Applicant Type:			
<input type="text"/>			
* Other (specify):			
<input type="text"/>			
* 10. Name of Federal Agency:			
<input type="text" value="Federal Emergency Management Agency"/>			
11. Catalog of Federal Domestic Assistance Number:			
<input type="text" value="97.039"/>			
CFDA Title:			
<input type="text" value="Hazard Mitigation Grant Program (HMGP)"/>			
* 12. Funding Opportunity Number:			
<input type="text" value="DR-4400"/>			
* Title:			
<input type="text" value="HMGP4400"/>			
13. Competition Identification Number:			
<input type="text"/>			
Title:			
<input type="text"/>			
14. Areas Affected by Project (Cities, Counties, States, etc.):			
<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
* 15. Descriptive Title of Applicant's Project:			
<input type="text" value="Water and Sewer Facilities Generator Project"/>			
Attach supporting documents as specified in agency instructions.			
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>	

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts If needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="869,550.00"/>
* b. Applicant	<input type="text" value="289,850.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,159,400.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Monroe, GA	DATE SUBMITTED 12/30/2019

City of Monroe GENMA Renewal Mitigation Costs

SITE LOCATION & GENERATOR SIZE	SHIPMENT & INSTALLATION	GENERATOR	FUEL TYPE	CONCRETE PAD FOR GENERATOR	GENERATOR & FUEL TANK ELEVATION (IF NEEDED)	FACILITY TRANSFER SWITCH & CONNECTIONS (IF NEEDED)	FUEL FOR INITIAL TESTING	TOTAL PROJECT COST	ANNUAL MAINTENANCE COST
Albany Power Middle JS 600KW (Diesel)	\$ 48,000.00	\$ 134,000.00	\$ 2,000.00 1	\$ 6,000.00	TBD	\$ 38,000.00	\$ 5,500.00	\$ 228,500.00	\$ 2,750.00
TOTAL	\$ 48,000.00	\$ 134,000.00	\$ 2,000.00	\$ 6,000.00	TBD	\$ 38,000.00	\$ 5,500.00	\$ 228,500.00	\$ 2,750.00
City of Monroe WTP High Service JS 300KW (Fuel Gas)	\$ 45,000.00	\$ 300,000.00	N/A	\$ 5,500.00	TBD	\$ 35,000.00	N/A	\$ 685,500.00	\$ 2,375.00
TOTAL	\$ 45,000.00	\$ 300,000.00	N/A	\$ 5,500.00	TBD	\$ 35,000.00	N/A	\$ 685,500.00	\$ 2,375.00
City of Monroe WTP 300KW (Fuel Gas)	\$ 45,000.00	\$ 300,000.00	N/A	\$ 5,500.00	TBD	\$ 35,000.00	N/A	\$ 685,500.00	\$ 2,375.00
TOTAL	\$ 45,000.00	\$ 300,000.00	N/A	\$ 5,500.00	TBD	\$ 35,000.00	N/A	\$ 685,500.00	\$ 2,375.00
City of Monroe WTP 250KW (Fuel Gas)	\$ 18,000.00	\$ 21,000.00	N/A	\$ 3,500.00	TBD	Editing	N/A	\$ 42,500.00	\$ 1,350.00
TOTAL	\$ 18,000.00	\$ 21,000.00	N/A	\$ 3,500.00	TBD	Editing	N/A	\$ 42,500.00	\$ 1,350.00

Total Generator Cost:	\$ 1,054,000.00
Annual Maintenance Cost:	\$ 8,750.00
Budget (50%):	\$ 527,000.00
Contingency (5%):	\$ 26,350.00
Total Project:	\$ 553,350.00
Project Management Cost (2.0% of Total Project):	\$ 11,067.00
Federal Share (75%):	\$ 415,012.50
Local Share (25%):	\$ 138,337.50
State Share (6%):	\$ 33,201.00
Total Project Cost:	\$ 553,350.00



To: City Council, City Administrator
From: Sadie Krawczyk, ED Specialist
Department: Administration
Date: 12/31/19
Description: 2020 NextSite Funding

Budget Account/Project Name: 100-7200-521200 P&D Professional Fees - \$5,750 (25%)
 100-4600-521200 Elec. Professional Fees - \$17,250 (75%)

Funding Source: 2020 Budget Expense

Budget Allocation: \$23,000.00

Budget Available: \$23,000.00

Requested Expense: \$23,000.00

Company of Purchase: NextSite

Recommendation:

Staff recommends the APPROVAL of this request in accordance with the 3-year contract approved in January of 2018.

Background:

The City Council hired NextSite to develop marketing materials based on consumer data for the city and to represent the interests of the City of Monroe to potential retailers and developers nationally. This will be the 3rd and final year of our contract with NextSite for their services.

Attachment(s):

Nextsite Invoice

NextSite LLC

880 Montclair Rd
Suite 625
Birmingham, AL 35213

Invoice 108

Date	Invoice #
12/23/2019	303

Bill To
City of Monroe Sadie Krawczyk 215 N Broad Street Monroe, GA 30655

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Retail Consulting Services	23,000.00	23,000.00
We appreciate the opportunity to work with your organization.		Total	\$23,000.00



To: Parks Committee, City Council
From: Logan Propes, City Administrator
Department: Administration
Date: 01/07/2019
Subject: Request for termination of portions of 2003 IGA of Park Properties with Walton County

Budget Account/Project Name: Buildings & Grounds R&M Buildings

Funding Source: General Fund

Budget Allocation:

Budget Available:

Requested Expense:

Company of Purchase:

Description: Request for termination of portions of the 2003 IGA with Walton County pertaining to the 50-year lease of Mathews, Hammond, Pilot, Coker, and Kidd Parks.

Background: In 2003 The City of Monroe entered into an intergovernmental agreement with Walton County that transferred maintenance and usage of the parks to the County's purview with exception of major capital improvements and insurance for which the City still provides. Additional provisions of the agreement contain a parking lot and the Nowell Recreation Center which the City and County intend on continuing by the provisions thereof.

The term of the agreement for the parks is until August 4, 2053 and partial termination of the agreement is allowable under the "TERM" section of the IGA.

The goal of the City of Monroe is to begin a program to fully rehabilitate the parks in connection with a SPLOST program and application of grants. Since there has not been any major capital improvements at these facilities in almost 20 years the City would like to begin by resuming total control of the parks to implement needed improvements.

The County has already delivered informal notice last year handing the city back Coker and Kidd parks.

Attachment(s):

215 North Broad Street ♦ Monroe, GA 30656 ♦ 770.267.7536



STATE OF GEORGIA

COUNTY OF WALTON

**INTERGOVERNMENTAL RECREATION SERVICE
AND PROPERTY CONVEYANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 5th day of August, 2003, by and between the CITY OF MONROE, a municipal corporation located in Walton County, Georgia, whose official address is P.O. Box 1249, 227 South Broad Street, Monroe, Georgia 30655, hereinafter referred to as "City", and WALTON COUNTY, acting through the BOARD OF COMMISSIONERS OF WALTON COUNTY, a political subdivision of the State of Georgia, whose official address is P.O. Box 585, Annex V, 132 East Spring Street, Monroe, Georgia 30655, hereinafter referred to as "County";

WITNESSETH: WHEREAS, the County had established a recreation program functioning throughout Walton County, Georgia, operating under its Walton County Parks and Recreation Department; and

WHEREAS, the City has had a recreation program operating within its corporate limits, including equipment, facilities, parks and lands dedicated to such purpose; and

WHEREAS, the County, pursuant to the provisions of O.C.G.A § 36-70-20, *et seq.*, and under the authority of the Constitution of the State of Georgia, Article 9, § 3, Paragraph I, has negotiated with the City to assume responsibility for operating the recreation program within its corporate limits, including use of the proceeds from a SPLOST sales tax referendum passed for such purpose; and

WHEREAS, the City agreed to transfer possession and use of its existing recreational equipment, facilities, parks and lands dedicated to such purpose, as more particularly herein set out, to the County for the purpose of continuing to provide

recreation programs within the City and to integrate the same into the county-wide recreational program; and

WHEREAS, through the implementation of this Agreement, the City and the County intend to promote a more effective and efficient recreation program in the City and County and to avoid the duplication of services; and

WHEREAS, parties have also determined that it is in their mutual interest to exchange ownership of two properties currently owned by the City and the County for their continued public use and benefit; and

WHEREAS, the County has agreed to sell the City a parking lot adjacent to other properties covered by this Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and benefits accruing to each of the parties, and the exchange of rights, covenants and commitments hereinafter set out, the value, sufficiency and receipt whereof being acknowledged by both parties, the parties agree as follows:

1.

TERM. This Agreement shall commence upon the date hereof and upon its approval by both of the parties and shall continue for a period of not greater than Fifty (50) years thereafter, ending on August 4, 2053, if not sooner terminated, in whole or in part, by the provisions of this Agreement, a subsequent agreement of the parties or by operation of law. As to each leased parcel hereinafter set out, in the event that the County shall cease to use such property for recreational purposes for a period of more than six (6) months, the lease(s) on such property shall terminate and the same shall immediately thereafter revert to the City.

2.

EQUIPMENT. The City shall convey to the County, free of encumbrance, all recreation equipment currently in the possession of the City.

3.

PARKS, LAND AND FACILITIES.

- (a) The City hereby leases to the County for the Term of this Agreement the exclusive use and possession of the property and all improvements thereon, known as Mathews Park, Hammond Park, & and Pilot Park, scheduled on Exhibit "A" attached for the sole purpose of providing recreational services and facilities under its program for the citizens of Monroe and Walton County. The City warrants and represents that it has fee simple title to such property and that such property is

- unencumbered. The County accepts such equipment, property and facilities in their "as is" condition.
- (b) The City hereby leases to the County for an initial Term of five (5) years the exclusive use and possession of the property and all improvements thereon, known as Kidd Park & Coker Park, scheduled on Exhibit "B" attached for the sole purpose of providing recreational services and facilities under its program for the citizens of Monroe and Walton County. The City warrants and represents that it has fee simple title to such property and that such property is unencumbered. The County accepts such equipment, property and facilities in their "as is" condition. It is understood and agreed that these Parks are adjacent to the Monroe Municipal Airport and that such property may need to be incorporated into the Airport in the future. After the initial five (5)-year period, the lease on this property shall continue on a year-to-year basis, which shall automatically renew, unless the City gives written notice to the County not less than six (6) months prior to an anniversary date of its wish to terminate the lease as to either or both Parks for the use of the property for airport purposes, such alternate use being the only basis upon which the lease on these Parks may be terminated.
- (c) As soon as practicable after the execution of this Agreement, the City shall exchange fee simple title in the property known as the Nowell Recreation Center, generally described in the legal description attached as Exhibit "C", with the County for fee simple title in the County property known as Judicial Building Annex 6 generally described in the legal description attached as Exhibit "D". This exchange shall occur within thirty (30) days after the County vacates the Judicial Building Annex 6 and occupies its new Courthouse facility on Hammond Drive. The properties shall be conveyed in their "as is" condition. The personal property, fixtures and equipment currently located in such buildings shall be included in the exchange, unless they have been scheduled for exclusion by supplemental agreement between the parties within thirty (30) days of the execution of this Agreement. The City shall provide a current survey of the Nowell Recreation Center property by a licensed Georgia surveyor, acceptable to the County, for use in the conveyance of title in such property. The parties agree that the current survey of the Judicial Building Annex 6 is acceptable for use in the exchange, but the City has the right to obtain a more recent survey of the property, at their expense, should they choose to do so. It shall be the responsibility of each party to determine to its satisfaction issues of title and marketability in the properties to be exchanged, and each party shall bear their respective costs for legal assistance and other expenses in closing the exchange.

- (d) In the meantime, the City hereby leases to the County for the Term of this Agreement, or until the aforementioned exchange of properties takes place, whichever event first occurs, the exclusive use and possession of the property and all improvements thereon known as the Nowell Recreation Center generally scheduled on Exhibit "C" for the sole purpose of providing recreation services and facilities under its program for the citizens of Monroe and Walton County. The City warrants and represents that it has fee simple title to such property and that such property is unencumbered. The County accepts such equipment, property and facilities in their "as is" condition.
- (e) The City has agreed to purchase from the County, and the County has agreed to sell to the City, fee simple title in the County parking lot more particularly described on Exhibit "E" attached hereto for the actual purchase costs thereof to the County. The parties agree that the current survey of this property is acceptable to the parties, but the City has the right to obtain a more recent survey, at their expense, should they choose to do so. The County shall bear its own legal expenses in handling of the transaction, and the City shall pay all other applicable closing costs.

4.

MAINTENANCE. The County shall be responsible for the normal, routine maintenance and care of such leased property during the Term of this Agreement, but the County shall not be responsible for the construction of new facilities or any other permanent capital improvement(s) on such property without further written agreement(s) with the City.

5.

INSURANCE. During the Term of this Agreement, the City shall maintain adequate property and general liability insurance in amounts agreeable to both parties covering the property owned by the City and leased hereunder, naming the County as an additional insured and furnishing the County with a copy of such insurance policy(ies). During the Term of this Agreement, the County shall maintain insurance on the personal property owned by the County located on the property or within the facilities covered by this Agreement. And during the Term of this Agreement, the County shall maintain general liability insurance in amount(s) agreeable to both parties, covering the property leased from the City hereunder, naming the City as an additional insured and furnishing the City with a copy of such insurance policy(ies).

6.

SECURITY AND POLICING. The City shall be responsible for providing police protection and security on the leased property covered by this agreement lying within the corporate limits of Monroe.

7.

UTILITIES. The County shall be responsible for payment of utility costs associated with its use of the leased property covered by this Agreement.

8.

FIXTURES AND CAPITAL IMPROVEMENTS. In the event that the County shall install, construct, place or build any improvements or structures on the leased property covered by this agreement, which might be legally construed as becoming a part of the real estate and therefore accruing to ownership by the City, it is expressly understood and agreed that all such improvements or structures shall remain the property of the County, and may, at the sole discretion of the County, be removed, relocated or otherwise disposed of by the County at any time during the Term of this Agreement, unless the same shall be otherwise agreed to in writing by both parties.

9.

RECREATION PROGRAM. During the Term of this Agreement the County shall staff, maintain and provide a viable recreation program for the citizens of the City and the County, utilizing the leased property and facilities covered by this Agreement, in such a manner as the County may deem necessary and appropriate.

10.

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

11.

HEADINGS. All headings, paragraphs, sections and subparts thereof in this Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

12.

ENTIRE AGREEMENT. This Agreement constitutes the sole and entire Agreement between the parties with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

13.

TIME IS OF THE ESSENCE. Time is of the essence of this Agreement.

14.

GOVERNING LAW. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Georgia.

15.

NO WAIVER. No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

16.

BINDING AFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors.

17.

INTERPRETATION. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who by itself or through its attorney prepared the same, it being agreed that the attorneys of both parties hereto have fully participated in the preparation of this Agreement.

18.

SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid, but if any provision of this Agreement, or the application thereof, shall be prohibited or held to be 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, which shall remain in full force and effect; and to this end, the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized representatives as of the day and year first above written.

CITY OF MONROE

WALTON COUNTY BOARD OF COMMISSIONERS

By: Harry Knight (SEAL)
Harry Knight, Mayor

By: Kevin W. Little (SEAL)
Kevin W. Little, Chairman

Attest: Julian L. Jackson (SEAL)
Julian L. Jackson, City Administrator
and Clerk

Attest: Rhonda R. Hawk (SEAL)
Rhonda R. Hawk, Deputy Clerk

(SEAL)

(SEAL)

EXHIBIT "A"**MATHEWS PARK**

All that tract or parcel of land lying and being in Town GMD 419, City of Monroe, Walton County, Georgia, containing 28.71 acres, more or less, and being more particularly described as follows: BEGINNING at an iron pin on the Southeasterly side of Monroe-Gratis Road where the Southwestern corner of the W. R. Pruitt property, now or formerly, intersects with such right of way, said point being 769.2 feet Northeasterly from the Northeastern corner of a proposed street where it intersects with the Monroe-Gratis Road; Running thence South 38°15' East a distance of 219.8 feet to an iron pin; Running thence North 38°06' East a distance of 165.0 feet to an iron pin; Running thence North 38°06' East a distance of 45.0 feet to an iron pin; Running thence North 33°25' East a distance of 228.5 feet to an iron pin; Running thence South 29°57' East a distance of 1457.5 feet to an iron pin; Running thence South 38°18' West a distance of 118.8 feet to an iron pin; Running thence South 13°14' East a distance of 66.0 feet to an iron pin; Running thence East 18 feet to the old run of the creek, which is the property line, but for the purposes of surveying and showing the metes and bounds, the survey measurements are off-set 18 feet from the old run of the creek and being described as South 85°48' West a distance of 205.2 feet; Continuing thence South 69°59' West a distance of 147.0 feet; Continuing thence South 35°50' West a distance of 65.5 feet; Continuing thence South 59°15' West a distance of 132.1 feet; Continuing thence South 05°51' West a distance of 95.6 feet to an iron pin at the Northerly side of the said proposed street; Running thence North 45°44' West a distance of 1067.4 feet to an iron pin on the Northerly side of the proposed street; Running thence North 36°06' East a distance of 150.0 feet to an iron pin; Running thence North 58°42' West a distance of 291.0 feet to an iron pin on the Southeasterly side of the Monroe-Gratis Road; Running thence North 38°16' East a distance of 619.2 feet along the Southeasterly side of such Road to an iron pin at the Southwest corner, now or formerly, of the W. R. Pruitt property and the POINT OF BEGINNING. Said property is generally shown by a topographical survey thereof recorded in Plat Book 15, page 216, Walton County Records, to which reference is made for a more complete description of the property. This is the same property conveyed by warranty deed from South Decatur, Inc. to the City of Monroe, dated April 2, 1973, recorded in Deed Book 102, page 612, Walton County Records.

HAMMOND PARK

TRACT ONE: All that tract or parcel of land lying and being in Land Lot 72, 3rd District, Town GMD 419, City of Monroe, Walton County, Georgia, containing 10.74 acres, as shown on a plat of survey prepared by Sims Surveying Co., certified by Kenneth C. Sims, Registered Professional Land Surveyor No. 1783, dated February 14, 1977, recorded in Plat Book 21, page 106, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey and the same is incorporated herein for a more complete description of the property conveyed.

According to such plat of survey, the tract herein is more particularly described as follows: BEGINNING at a point on the Southwesterly right of way of Hammond Drive (shown as being 40 feet in width) where it is intersected by the centerline of a creek, a/k/a Black Branch; Running thence in an off set along the centerline of Black Branch, which forms the Southerly boundary of the subject tract, South 83°16' West 94.0 feet to a point; Continuing thence North 70°15' West 104.5 feet to a point; Continuing thence North 63°29' West 151.6 feet to a point; Continuing thence North 84°37' West 169.8 feet to a point; Continuing thence South 73°02' West 95.1 feet to a point; Continuing thence North 85°42' West 216.8 feet to a point; Continuing thence North 73°59' West 202.15 feet to a point; Running thence North 10°56' West 389.80 feet to an iron pin; Running thence North 61°00' East 154.85 feet to an iron pin; Running thence North 57°20' East 235.6 feet to an iron pin located on the Southwesterly right of way of Russell Circle (shown as being 36 feet in width); Running thence along said right of way South 15°14' East 68.15 feet to an iron pin; Running thence North 85°30' East 404.3 feet to an iron pin; Running thence South 09°16' East 470.4 feet to an iron pin; Running thence North 85°30' East 200.0 feet to an iron pin located on the Southwesterly right of way of Hammond Drive; Running thence along said right of way 258.0 feet to the POINT OF BEGINNING. This is the same property conveyed by warranty deed from The Citizens and Southern Emory Bank to the City of Monroe, dated February 17, 1977, recorded in Deed Book 134, pages 117-118, Walton County Records.

TRACT TWO: All that tract or parcel of land lying and being in Land Lot 72, 3rd District, City of Monroe, Walton County, Georgia, containing 4.422 acres, as shown on a plat of survey prepared by John F. Brewer & Associates, certified by John F. Brewer, Registered Professional Land Surveyor No. 2115, dated October 11, 1993, recorded in Plat Book 61, page 169, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of the property conveyed.

According to such plat of survey, the tract herein is more particularly described as follows: BEGINNING at an iron pin located at the Northwesterly end of the Northeasterly right of way of Hubbard Street (shown as being 30 feet in width); Running thence along the Northwesterly end of Hubbard Street South 74°41'33" West 30.55 feet to an iron pin located at the Northwesterly end of the Southwesterly right of way of Hubbard Street; Running thence South 78°30'14" West 172.0 feet to an iron pin; Running thence North 11°29'46" West 25.0 feet to an iron pin; Running thence South 78°30'14" West 147.50 feet to an iron pin located on the Northeasterly right of way of Colquitt Street (shown as being 30 feet in width); Running thence along said right of way North 11°53'47" West 277.04 feet to an iron pin; Running thence North 58°40'29" East 534.82 feet to an iron pin; Running thence South 11°20'39" East 476.82 feet to an iron pin; Running thence South 76°44'37" West 150.0 feet to the POINT OF BEGINNING. This is the same property conveyed by a limited warranty deed from Roy Nunnally Roberts, et al. to the City of Monroe, dated February 7, 1994, recorded in Deed Book 510, pages 220-221, Walton County Records.

PILOT PARK

All that tract or parcel of land lying and being in Land Lot 65, 3rd District, Town GMD 419, City of Monroe, Walton County, Georgia, containing 1.683, known as "Pilot Park", as shown on a plat of survey prepared by Von Itter & Associates, certified by Robert W. Von Itter, Registered Professional Land Surveyor No. 2251, dated August 7, 1990. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of the property conveyed.

According to such plat of survey, the tract herein is more particularly described as follows: BEGINNING at an iron pin located at the intersection of the Northerly right of way of East Church Street (shown as being 50 feet in width) with the Southwesterly right of way of High School Avenue (shown as being 40 feet in width); Running thence along said right of way of East Church Street North 81°29'39" West 264.46 feet to an iron pin; Running thence North 12°21'53" West 215.0 feet to an iron pin; Running thence North 09°54'00" West 76.0 feet to an iron pin; Running thence South 80°30'31" East 276.50 feet to an iron pin located on the Southwesterly right of way of High School Avenue; Running thence along said right of way South 09°46'15" East 282.50 feet to the POINT OF BEGINNING.

EXHIBIT "B"**KIDD PARK (a/k/a E. C. KIDD PARK)**

All that tract or parcel of land lying and being in the City of Monroe, Walton County, Georgia, fronting on Towler Street, adjacent to the Monroe-Walton County Municipal Airport, known as the E. C. Kidd Park, a/k/a Kidd Park.

COKER PARK (a/k/a DENNIS S. COKER PARK)

All that tract or parcel of land lying and being in Town GMD, City of Monroe, Walton County, Georgia, containing 27.932 acres, more or less, as shown on a plat of survey prepared by W. Henry Watterson, Registered Land Surveyor No. 398, dated May 14, 1970 recorded in Plat Book 15, page 38, Clerk's Office, Walton Superior Court, as modified by the addition and deletion of tracts containing 0.8 acres, as shown on a plat of survey prepared by Gregg & Associate, certified by William J. Gregg, Sr., Registered Professional Land Surveyor No. 1438, dated November 6, 1973, recorded in Plat Book 18, page 421, Clerk's Office, Walton Superior Court. Reference is hereby made to said plats of survey, and the same are incorporated herein for a more complete description of the property conveyed.

According to such plats of survey, the aggregate of the tracts conveyed herein is more particularly described as follows: BEGINNING at an iron pin located on the Northeasterly side of South Madison Avenue where the subject property adjoins the property, now or formerly, of Cooper, said iron pin being located 20 feet Northeasterly from the edge of the pavement of such Avenue; Running thence North 53°49' East 195.41 feet to an iron pin; Running thence North 26°12' West 99.2 feet to an iron pin; Running thence North 25°11' West 104.5 feet to an iron pin; Running thence North 23°45' West 99.5 feet to an iron pin; Running thence North 26°17' West 109.3 feet to an iron pin; Running thence North 51°16' East 224.91 feet to an iron pin; Running thence North 51°40' East 129.0 feet to an iron pin; Running thence North 61°39' East 364.3 feet to an iron pin; Running thence North 43°08' East 100.0 feet to an iron pin; Running thence North 51°04' East 653.6 feet to an iron pin on the bank of a creek; Running thence in an off set along the centerline of such creek, a/k/a a ditch, North 53°24'55" West 333.08 feet to a point on the Southeasterly right of way of Towler Street (shown as being 40 feet in width); Running thence along said right of way North 68°13' East 140.7 feet to an iron pin; Running thence South 49°53' East 283.05 feet to an iron pin; Running thence North 49°23' East 130.85 feet to an iron pin; Running thence South 21°10' East 472.84 feet to an iron pin; Running thence South 25°03' West 651.9 feet to an iron pin; Running thence South 31°31' West 143.7 feet to an iron pin; Running thence South 50°01' West 767.0 feet to an iron pin; Running thence North 33°18' West 383.0 feet to an iron pin set on a fence corner; Running thence South 48°53' West 422.0 feet to an iron pin located 20 feet Northeasterly of the pavement edge on the Northeasterly side of South Madison Avenue; Running thence along the Northeasterly side of South Madison Avenue North 24°26' West 93.0 feet to the POINT OF

BEGINNING. This is the same property conveyed by warranty deed from Raymond L. Dehler, et al. to the City of Monroe, dated January, 1974, recorded in Deed Book 108, pages 462-463, Walton County Records.

EXHIBIT "C"**NOWELL RECREATION CENTER**

All that tract or parcel of land lying and being the City of Monroe, Walton County, Georgia, being a portion of that property formerly known as the Fair Ground Property, more fully described in a Warranty Deed from the Walton County Fair Association to the City of Monroe, dated May 4, 1935, recorded in Deed Book 20, page 169, Clerk's Office, Walton Superior Court. Said property is improved with a recreational building located thereon, and is bounded on the North by West Spring Street, on the East by Jackson Street, on the South by Washington Street (f/k/a Pearl Street) and on the West by other property of the City of Monroe and the Monroe-Walton County Library. The exact legal description of this property is to be established by a newly obtain survey.

EXHIBIT "D"**JUDICIAL BUILDING ANNEX 6**

All that tract or parcel of land lying and being in Land Lot 65, 3rd District, City of Monroe, Walton County, Georgia, containing 11,024.35 square feet, as shown on a plat of survey prepared by John F. Brewer & Associates, certified by John F. Brewer, Registered Professional Land Surveyor No. 2115, dated May 12, 1992, recorded in Plat Book 56, page 12, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of the property conveyed.

According to such plat of survey, the tract herein is more particularly described as follows: BEGINNING at a nail on the Southwesterly right of way of North Broad Street, a/k/a Georgia Highway No. 11, (shown as being 80 feet in width) situated 174.19 feet Southeasterly along such right of way from its intersection with the Southeasterly right of way of West Spring Street; Running thence along said right of way South 10°37'47" East 52.50 feet to a nail; Running thence South 79°59'39" West 210.0 feet along an alley to a nail located on the Northeasterly right of way of South Wayne Street; Running thence along said right of way North 10°37'47" West 52.50 feet to a nail; Running thence North 79°59'39" East 210.0 feet, including a portion along a common wall, to the POINT OF BEGINNING. This is the same property conveyed by warranty deed from R. E. Aycock, Jr. to Board of Commissioners of Walton County, Georgia, dated June 2, 1992, recorded in Deed Book 409, page 110, Walton County Records.

EXHIBIT "E"**COUNTY PARKING LOT**

All that tract or parcel of land lying and being in Land Lot 65, 3rd District, City of Monroe, Walton County, Georgia, containing 1.034 acres, as shown on a plat of survey prepared by John F. Brewer & Associates, certified by John F. Brewer, Registered Professional Land Surveyor No. 2115, dated April 11, 1994, recorded in Plat Book 65, page 6, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of the property conveyed.

According to such plat of survey, the tract herein is more particularly described as follows: BEGINNING at the point of intersection of the Southerly right of way of West Spring Street (shown as being 40 feet in width, and mistakenly shown on such survey as East Spring Street) with the Westerly right of way of South Wayne Street (shown as being 40 feet in width); Running thence along said right of way of South Wayne Street South 04°09'53" East 209.67 feet to an iron pin; Running thence South 87°50'42" West 125.67 feet to an iron pin; Running thence South 87°52'01" West 93.18 feet to an iron pin located on the Easterly right of way of South Jackson Street (shown as being 40 feet in width); Running thence along said right of way North 03°58'00" West 202.73 feet to the point of its intersection with the Southerly right of way of West Spring Street; Running thence along said right of way North 86°02'06" East 218.02 feet to the POINT OF BEGINNING. This is the same property conveyed by Executor's Deed out of the Estate of R. E. Aycock, Jr. to The Board of Commissioners of Walton County, Georgia, dated February 27, 1995, recorded in Deed Book 574, pages 179-180, Walton County Records.

Post Office Box 1249 • Monroe, Georgia 30655
Telephone 770-267-7536

John S. Howard, Mayor
L. Wayne Adcock, Vice Mayor

January 7, 2020

Walton County Board of Commissioners
111 South Broad Street
Monroe, GA 30655

RE: Termination of Agreement for Leased City Parks

Dear Chairman and Fellow Commissioners:

This letter is to serve as an official request to terminate a portion of the 50-year lease of the following city-owned parks that were included in the 2003 Intergovernmental Agreement: Mathews Park, Pilot Park, Hammond Park, Coker Park, and Kidd Park.

The City of Monroe would like to begin its program of rehabilitation at each park consisting of several phases of capital improvements over the coming years. These improvements will consist primarily of installing various passive park elements for all walks of life.

We thank you for your assistance in this matter.

Sincerely,



John S. Howard
Mayor

STATE OF GEORGIA

COUNTY OF WALTON

**AGREEMENT TO PARTIALLY TERMINATE INTERGOVERNMENTAL
RECREATION SERVICE AND PROPERTY CONVEYANCE AGREEMENT**

THIS AGREEMENT TO PARTIALLY TERMINATE INTERGOVERNMENTAL RECREATION SERVICE AND PROPERTY CONVEYANCE AGREEMENT (hereinafter "Agreement") is entered by and between the City of Monroe (hereinafter the "City") and Walton County, acting by and through its Board of Commissioners (hereinafter the "County"), on this ____ day of _____, 2020 (hereinafter "Effective Date").

WHEREAS, on August 5, 2003, the City and the County entered into that certain Intergovernmental Recreation Service and Property Conveyance Agreement (hereinafter the "2003 IGA");

WHEREAS, the 2003 IGA provided that the exclusive use and possession of certain recreation parks located within the City and owned by the City, to wit: Mathews Park, Hammond Park, Pilot Park, Kidd Park (a/k/a E.C Kidd Park), and Coker Park (a/k/a Dennis S. Coker Park) (hereinafter collectively referred to as the "Parks"), was thereby transferred from the City to the County and that said Parks were thereby leased by the City to the County; the said Mathews Park, Hammond Park, and Pilot Park being described on Exhibit "A" to the 2003 IGA and the said Kidd Park and Coker Park being described on Exhibit "B" to the 2003 IGA;

WHEREAS, the 2003 IGA provided *inter alia* that the County would operate the Parks as part of its recreation program and would be responsible for the maintenance and care of said Parks;

WHEREAS, the City and the County now desire for the lease of said Parks to be terminated, for possession of the Parks to be returned from the County to the City, and for said Parks to no longer be operated, maintained, or cared for by the County;

NOW THEREFORE, for and in consideration of the mutual promises and benefits accruing to each of the parties hereunder, the value, sufficiency, and receipt of which are hereby acknowledged by each of the City and the County, the City and the County hereby agree as follows:

1.

TERMINATION OF LEASE. The Lease of the Parks from the City to the County is terminated as of the Effective Date hereof.

2.

POSSESSION. Possession of the Parks is hereby transferred from the County to the City as of the Effective Date hereof.

3.

OPERATION AND MAINTENANCE. Beginning as of the effective date hereof, the County shall have no further obligation to operate, maintain, or otherwise care for the Parks.

4.

EQUIPMENT AND IMPROVEMENTS. All recreation equipment and other improvements affixed to any of the Parks shall be deemed the Property of the City as of the Effective Date of hereof.

5.

UTILITY COSTS. Beginning as of the effective date hereof, the County shall no longer be responsible for payment of the utility costs for the Park; rather, the City shall be responsible for the payment of said utility costs.

6.

RECREATION PROGRAM. Beginning as of the effective date hereof, the County shall no longer be obligated to staff, maintain, or provide a recreation program utilizing the Parks.

7.

SIGNAGE. Within thirty (30) days after the effective date hereof, the County shall remove any and all of its signage from the Parks.

8.

GOVERNING LAW. This Agreement shall be interpreted and construed in all respects in accordance with Georgia law.

9.

HEADINGS. All headings in this Agreement are provided for convenience only and shall not affect the construction or interpretation of this Agreement.

10.

COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized representatives as of the date and year first written above.

WALTON COUNTY BOARD OF COMMISSIONERS

By: _____(SEAL)
Kevin W. Little, Chairman

Attest: _____(SEAL)
Leta Talbird, County Clerk

CITY OF MONROE

By: _____(SEAL)
John Howard, Mayor

Attest: _____(SEAL)
Debbie Kirk, City Clerk

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

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

Please check the licenses that you are applying for.

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE FEES

CONSUMPTION ON PREMISE:

LICENSE FEE:

BEER/WINE	\$1000.00	_____
NON PROFIT PRIVATE CLUB	\$600.00	_____
SUNDAY SALES-PRIVATE CLUBS ONLY	\$150.00	_____
BEER/WINE AMENITIES LICENSE	\$100.00	_____
DISTILLED SPIRITS	\$3000.00	_____
NON PROFIT PRIVATE CLUB-ONLY	\$600.00	X
SUNDAY SALES	\$150.00	_____

PACKAGE:

LICENSE FEE:

BEER/WINE	\$2000.00	_____
HOTEL/MOTEL IN ROOM SERVICE	\$250.00	_____
GROWLERS	\$2000.00	_____

MANUFACTURER

LICENSE FEE: 1 FEE ONLY

DISTILLERIES OR MICRO-DISTILLERIES	\$1500.00	_____
BREWERY OR MICRO-BREWERIES	\$1000.00	_____
BREW PUB	\$750.00	_____

WHOLESALE DEALERS:

LICENSE FEE:

PRINCIPAL PLACE OF BUSINESS - CITY

BEER/WINE

\$1500.00

DISTILLED SPIRITS

\$2000.00

PRINCIPAL PLACE OF BUSINESS – NOT IN CITY

\$100.00

TEMPORARY LICENSE:

LICENSE FEE:

NON PROFIT ORGANIZATIONS

\$25.00 PER DAY

FOR PROFIT ORGANIZATIONS

\$150.00 PER DAY

SPECIAL EVENT VENUES

\$300.00

REGISTRATION

There is a \$250.00 non-refundable administrative/investigative fee for all licenses except for a Beer/Wine Amenities License which the fee is \$200.00.

There is no application fee for wholesale dealers. This administrative / investigative fee applies to new applications only-does not apply to renewals.

1. Full Name of Business Lindsey-Garrett Post no. 64

Under what name is the Business to operate? Lindsey-Garrett Post 64

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

2. Address: a) Physical: 218 Cherry Hill Road Monroe GA 30656

b) Mailing: ~~601~~ PO Box 601 Monroe, GA 30655

3. Phone 770-267-6616 Beginning Date of Business in City of Monroe _____

4. ___ New Business ___ Existing business purchase

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

5. Federal Tax ID Number 58-0590680 Georgia Sales Tax Number 0B00053

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

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

Beer and Wine 100 Yards Yes No

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

7. Full name of Applicant BENNY RAY PARKER

Full Name of Spouse, if Married JANIS ELIZABETH PARKER

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

Birthplace WAITON Co.

Current Address 1016 MONTICELLO DR City MONROE St GA Zip 30655

Home Telephone 770-207-0719- Cell 770 601-1411

Number of Years at present address 3 YRS.

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

Number of years at previous address 3 YEARS

8. If new business, date business will begin in Monroe _____

If transfer or change of ownership, effective date of this change _____

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

Previous applicant & D/B/A _____

9. What is the name of the person who, if the license is granted, will be the active manager of the business and on the job at the business? List address, occupation, phone number, and employer BENNY RAY PARKER, 1016 MONTICELLO DR.

MONROE, GA. RETIRED P.K.E ELECT, WAITON County BUS DRIVER
770-601-1411

10. Has the person, firm, limited liability company, corporation, applicant, owner/owners, partner, shareholder, manager or officer been arrested, convicted or entered a plea of nolo NO.

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

NO

11. Has the applicant been convicted under any federal, state or local law of any felony, within fifteen (15) years prior to the filing of application of such license? NO

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

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

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

Lindsey - Garrett Post No. 64 of the American Legion.
PO Box 601 Monroe GA 30655,

Benny Parker CEO
Chris Hickman Secretary 218 Cherry Hill Rd. Monroe GA 30656
William Roberts CFO

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

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

17. If partnership or individual, state names of any persons or firms owning any interest or receiving any funds from the corporation. None

18. Does applicant receive any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? If yes, explain. NO.

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

NO

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

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

NO.

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

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

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

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

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

24. Character References: (For the applicant)

1. HARRY P. LEMONDS

Name

2920 WHITNEY RD

Address

MONROE GA 30655 770-356-6693

City

State

Zip

Telephone

2. LEONARD HOLDEN

Name

861 FAIRWAY DR

Address

MONROE, GA 30655 678-873-1341

City

State

Zip

Telephone

3. WILLIAM R. BOND

Name

0660 JONES WOODS RD.

Address

MONROE GA 30655 770-267-2337

City

State

Zip

Telephone

This the 22 day of Oct. 2019.

Benny Park (Signature Applicant)

PRESIDENT OF CORP. (Title i.e. Partner, General Partner, Manager, Owner, etc.)

BENNY PARKER (Print Name)

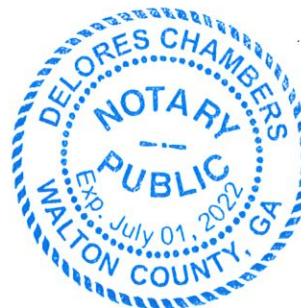
Or: _____ (Signature of Corporate Officer)

_____ (Printed Name and Title of Corporate Officer)

Signed, sealed and delivered in the presence of: DeLores Chambers

Notary Public:

Executed: DC 10-22-19



CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

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

Please check the licenses that you are applying for.

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE FEES

CONSUMPTION ON PREMISE:

LICENSE FEE:

BEER/WINE

\$1000.00



NON PROFIT PRIVATE CLUB

\$600.00

SUNDAY SALES-PRIVATE CLUBS ONLY

\$150.00

BEER/WINE AMENITIES LICENSE

\$100.00

DISTILLED SPIRITS

\$3000.00

NON PROFIT PRIVATE CLUB-ONLY

\$600.00

SUNDAY SALES

\$150.00

PACKAGE:

LICENSE FEE:

BEER/WINE

\$2000.00

HOTEL/MOTEL IN ROOM SERVICE

\$250.00

GROWLERS

\$2000.00

MANUFACTURER

LICENSE FEE: 1 FEE ONLY

DISTILLERIES OR MICRO-DISTILLERIES

\$1500.00

BREWERY OR MICRO-BREWERY

\$1000.00

BREW PUB

\$750.00

WHOLESALE DEALERS:

LICENSE FEE:

PRINCIPAL PLACE OF BUSINESS - CITY

BEER/WINE

\$1500.00

DISTILLED SPIRITS

\$2000.00

PRINCIPAL PLACE OF BUSINESS - NOT IN CITY

\$100.00

TEMPORARY LICENSE:

LICENSE FEE:

NON PROFIT ORGANIZATIONS

\$25.00 PER DAY

FOR PROFIT ORGANIZATIONS

\$150.00 PER DAY

SPECIAL EVENT VENUES

\$300.00

REGISTRATION

There is a \$250.00 non-refundable administrative/investigative fee for all licenses except for a Beer/Wine Amenities License which the fee is \$200.00.

There is no application fee for wholesale dealers. This administrative / investigative fee applies to new applications only-does not apply to renewals.

1. Full Name of Business Brittany Hayes Inc
Addison's Wonderland

Under what name is the Business to operate? Addison's Wonderland

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

corporation, domestic

2. Address: a) Physical: ~~1000~~¹¹⁴ W Springst Monroe Ga 30655

b) Mailing: 204 Walton st Monroe Ga 30655

3. Phone 678-962-2679 Beginning Date of Business in City of Monroe 8-16-19

4. New Business Existing business purchase

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

5. Federal Tax ID Number 24-0733991 Georgia Sales Tax Number 309-368749

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

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

Beer and Wine 100 Yards Yes _____ No
Liquor 100 Yards (Church) or 200 Yards (School) Yes _____ No

7. Full name of Applicant Brittany Louise Hayes

Full Name of Spouse, if Married N/A

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

Birthplace Atlanta, Ga

Current Address 209 Walton St City Monroe St Ga Zip 30655

Home Telephone 678-962-2679

Number of Years at present address 3

Previous address (If living at current address less than 2 yrs).
N/A

Number of years at previous address N/A

8. If new business, date business will begin in Monroe N/A

If transfer or change of ownership, effective date of this change N/A

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

Previous applicant & D/B/A N/A

9. What is the name of the person who, if the license is granted, will be the active manager of the business and on the job at the business? List address, occupation, phone number, and employer Abigail Bradley

209 Walton St Monroe, Ga 30655 678-206-7272
Brittany Hayes

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

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

N/A

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

N/A

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

NO

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

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

Brittany Hayes Ind, 204 Walton St Monroe, Ga 30655
incorporated 2009 7/31
Brittany Hayes CEO, CFO, SECRETARY
204 Walton St Monroe, Ga 30655

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

N/A

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

N/A

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

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

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

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

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

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

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

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

24. Character References: (For the applicant)

1. Sadie Krawczyk
Name
411 S. Madison Ave
Address
Monroe Ga 30655 (404) 455-7992
City State Zip Telephone

2. Ross Bradley
Name
205 W Highland Ave
Address
Monroe Ga 30655 (770) 652-0724
City State Zip Telephone

3. Wesley Sisk
Name
150 Pine Crest Dr
Address
Monroe Ga 30655 (770) 616-5054
City State Zip Telephone

This the 3 day of December 2020.

[Signature] (Signature Applicant)

Owner (Title i.e. Partner, General Partner, Manager, Owner, etc.)

Brittany Hayes (Print Name)

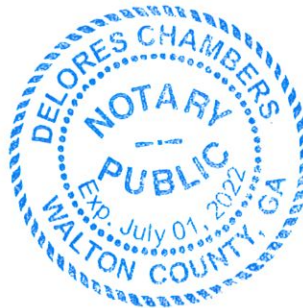
Or: N/A (Signature of Corporate Officer)

N/A (Printed Name and Title of Corporate Officer)

Signed, sealed and delivered in the presence of: DeLores Chambers

Notary Public:

Executed: [Signature] 12-3-19





City of Monroe
P.O. Box 725
Monroe, Georgia 30655
(770) 207 - 4674

OCCUPATIONAL TAX CERTIFICATE

Business Name:	MA FRIEND LLC	Mailing Address:	238 N MADISON AVE MONROE, GA 30655
Business Location:	238 N MADISON AVE MONROE, GA 30655		
Owner:	MANSOOR BADSHAH NURUDDIN MADHANI		
License Number:	BL-000222	License Type:	Business License
Issued Date:	11/26/2019	Classification:	C-Store
Expiration Date:	12/31/2019		

Deborah Chambers - City of Monroe

Code Department - City of Monroe

Non-Transferable. Subject to be revoked if abused.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

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

Please check the licenses that you are applying for.

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE FEES

CONSUMPTION ON PREMISE:

LICENSE FEE:

BEER/WINE	\$1000.00	_____
NON PROFIT PRIVATE CLUB	\$600.00	_____
SUNDAY SALES-PRIVATE CLUBS ONLY	\$150.00	_____
BEER/WINE AMENITIES LICENSE	\$100.00	_____
DISTILLED SPIRITS	\$3000.00	_____
NON PROFIT PRIVATE CLUB-ONLY^	\$600.00	_____
SUNDAY SALES	\$150.00	_____

PACKAGE:

LICENSE FEE:

BEER/WINE	\$2000.00 + 250 ⁰⁰	_____
HOTEL/MOTEL IN ROOM SERVICE	\$250.00	_____
GROWLERS	\$2000.00	_____

admin fee

MANUFACTURER

LICENSE FEE: 1 FEE ONLY

DISTILLERIES OR MICRO-DISTILLERIES	\$1500.00	_____
BREWERY OR MICRO-BREWERIES	\$1000.00	_____
BREWPUB	\$750.00	_____

WHOLESALE DEALERS:

LICENSE FEE:

PRINCIPAL PLACE OF BUSINESS - CITY

BEER/WINE

\$1500.00

DISTILLED SPIRITS

\$2000.00

PRINCIPAL PLACE OF BUSINESS - NOT IN CITY

\$100.00

TEMPORARY LICENSE:

LICENSE FEE:

NON PROFIT ORGANIZATIONS

\$25.00 PER DAY

FOR PROFIT ORGANIZATIONS

\$150.00 PER DAY

SPECIAL EVENT VENUES

\$300.00

REGISTRATION

There is a \$250.00 non-refundable administrative/investigative fee for all licenses except for a Beer/Wine Amenities License which the fee is \$200.00.

There is no application fee for wholesale dealers. This administrative / investigative fee applies to new applications only-does not apply to renewals.

1. Full Name of Business MA FRIEND LLC

Under what name is the Business to operate? THE MARKET

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

2. Address: a) Physical: 238 NORTH MADISON AVENUE MONROE GA
b) Mailing: 30655

3. Phone _____ Beginning Date of Business in City of Monroe _____

4. New Business Existing business purchase

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

5. Federal Tax ID Number 84-3726852 Georgia Sales Tax Number 309-336972

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

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

Beer and Wine 100 Yards Yes _____ No

Liquor 100 Yards (Church) or 200 Yards (School) Yes _____ No _____

7. Full name of Applicant MANSOOR BADSHAH / Nuruddin Madhani

Full Name of Spouse, if Married Munir BADSHAH / Sakina Madhani

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

Birthplace Surat Guj. INDIA / Bombay

Current Address 991 Bay pointe way City Lilburn St GA Zip 30047

Home Telephone 678-794-0525

Number of Years at present address 10

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

Number of years at previous address _____

8. If new business, date business will begin in Monroe 11/26/2019

If transfer or change of ownership, effective date of this change _____

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

Previous applicant & D/B/A _____

9. What is the name of the person who, if the license is granted, will be the active manager of the business and on the job at the business? List address, occupation, phone number, and employer MANSOOR BADSHAH, 991 Bay pointe way Lilburn

GA. 30047.

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

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

NO

11. Has the applicant been convicted under any federal, state or local law of any felony, within fifteen (15) years prior to the filing of application of such license? NO

12. Do you own the land and building on which this business is to be operated? NO

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

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

- N/A

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

- N/A

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

MANSOOK BADSHAH - 791 Bay Pointe Way SW Auburn GA 30047
678-904-0525 - 50%.

ABURUDDIN MAISHANI - 1353 ARBOR BLUFF CT LAWRENCEVILLE GA 30045
404-543-9144 - SDY.

17. If partnership or individual, state names of any persons or firms owning any interest or receiving any funds from the corporation. NO

18. Does applicant receive any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? If yes, explain. NO

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

N/A

20. State whether or not applicant, partner, corporation officer, or stockholder holds any alcoholic beverage license in other jurisdiction or has ever applied for a license and been denied. (Submit full details) NO

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

NO

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

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

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

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

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

24. Character References: (For the applicant)

1. KARIM ROY

Name

104 BAY POINTE WAY

Address

Lilburn GA 30047 678-794-0786
City State Zip Telephone

2. MADIR Javehri

Name

111 Carriage place

Address

Decatur GA 30033 404 453 3768
City State Zip Telephone

3. NIZAR Jafar

Name

112 Carriage place

Address

Decatur GA 30033 205 452 9239
City State Zip Telephone

This the 6th day of December 2019.

[Signature] (Signature Applicant)

(Title i.e. Partner, General Partner, Manager, Owner, etc.)

MANSOOR BADSHAH/Nuruddin Madhani (Print Name)

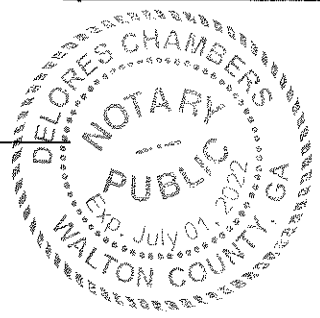
Or: MA Friend LLC (Signature of Corporate Officer)

(Printed Name and Title of Corporate Officer)

Signed, sealed and delivered in the presence of: Delores Chambers

Notary Public: 7-01-22

Executed: 12-06-19





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

OCCUPATION TAX APPLICATION

BUSINESS NAME Zahra haque Inc TELEPHONE (678) 635 80 89
ADDRESS 1100 South Madison Ave. Monroe, Ga 30655 TYPE OF BUSINESS
MAILING ADDRESS 1100 South Madison Ave - Monroe Ga, 30655
EMAIL ADDRESS mercavul.haque@yahoo.com
OWNER'S NAME Rukana Sohely TELEPHONE (678) 549 4910
EMERGENCY CONTACT PERSON: Mercavul Haque
TELEPHONE (678) 549 96 31

PROPERTY OWNER'S NAME: Annie B. Fambrough
TELEPHONE (770) 207 8650

**NUMBER OF EMPLOYEES: FULL TIME 1
PART TIME 1 **** (Including Owners & Family Members)**

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

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

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

A PERMIT IS REQUIRED FOR ALL SIGNS!!

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

Signature: Rukana Date 12/17/19

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

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

Please check the licenses that you are applying for.

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE FEES

CONSUMPTION ON PREMISE:

LICENSE FEE:

BEER/WINE	\$1000.00	_____
NON PROFIT PRIVATE CLUB	\$600.00	_____
SUNDAY SALES-PRIVATE CLUBS ONLY	\$150.00	_____
BEER/WINE AMENITIES LICENSE	\$100.00	_____
DISTILLED SPIRITS	\$3000.00	_____
NON PROFIT PRIVATE CLUB-ONLY	\$600.00	_____
SUNDAY SALES	\$150.00	_____

PACKAGE:

LICENSE FEE:

BEER/WINE	\$2000.00	<input checked="" type="checkbox"/> _____
HOTEL/MOTEL IN ROOM SERVICE	\$250.00	_____
GROWLERS	\$2000.00	_____

MANUFACTURER

LICENSE FEE: 1 FEE ONLY

DISTILLERIES OR MICRO-DISTILLERIES	\$1500.00	_____
BREWERY OR MICRO-BREWERIES	\$1000.00	_____
BREW PUB	\$750.00	_____

WHOLESALE DEALERS:

LICENSE FEE:

PRINCIPAL PLACE OF BUSINESS - CITY
BEER/WINE
DISTILLED SPIRITS

\$1500.00
\$2000.00

PRINCIPAL PLACE OF BUSINESS – NOT IN CITY

\$100.00

TEMPORARY LICENSE:

LICENSE FEE:

NON PROFIT ORGANIZATIONS
FOR PROFIT ORGANIZATIONS

\$25.00 PER DAY
\$150.00 PER DAY

SPECIAL EVENT VENUES
REGISTRATION

\$300.00

There is a \$250.00 non-refundable administrative/investigative fee for all licenses except for a Beer/Wine Amenities License which the fee is \$200.00.

There is no application fee for wholesale dealers. This administrative / investigative fee applies to new applications only-does not apply to renewals.

1. Full Name of Business Zahra haque Inc

Under what name is the Business to operate? Quic Pic Foodmarket

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

2. Address: a) Physical: 1100 South Madison Avenue Monroe Ga 30655

b) Mailing: 1100 South Madison Avenue Monroe, Ga 30655

3. Phone 678 635 8089 Beginning Date of Business in City of Monroe _____

4. New Business Existing business purchase

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

5. Federal Tax ID Number _____ Georgia Sales Tax Number _____

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

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

Beer and Wine 100 Yards Yes _____ No

Liquor 100 Yards (Church) or 200 Yards (School) Yes _____ No

7. Full name of Applicant Rukai Sohely

Full Name of Spouse, if Married Mercatul Haque

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

Birthplace Bangladesh

Current Address 1582 Stonegate way City Snellville St _____ Zip 30078

Home Telephone 678 549 9631

Number of Years at present address 2.5

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

Number of years at previous address _____

8. If new business, date business will begin in Monroe NA

If transfer or change of ownership, effective date of this change _____

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

Previous applicant & D/B/A _____

9. What is the name of the person who, if the license is granted, will be the active manager of the business and on the job at the business? List address, occupation, phone number, and employer Rukai Sohely

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

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

NO

11. Has the applicant been convicted under any federal, state or local law of any felony, within fifteen (15) years prior to the filing of application of such license? NO

12. Do you own the land and building on which this business is to be operated? NO

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

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

Rukala Sohely

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

Rukala Sohely
1583 Stonegate way
Snellville Ga 30078.

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

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

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

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

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

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

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

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

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

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

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

24. Character References: (For the applicant)

1. Diana Smith
 Name 116 S Hammond Dr.
 Address Monroe, Ga. 30655 678-437-0221
 City State Zip Telephone

2. Cornie Jean Battle
 Name 874 Hickory Dr.
 Address Monroe, Ga. 30656 470-549-4121
 City State Zip Telephone

3. Joann Carter
 Name 1046 Wheelhouse Ln
 Address Monroe, GA 30655 (218) 626-7993
 City State Zip Telephone

This the _____ day of _____ 20____.

_____ (Signature Applicant)

RUKAIA (Title i.e. Partner, General Partner, Manager, Owner, etc.)

RUKAIA SOHELY (Print Name)

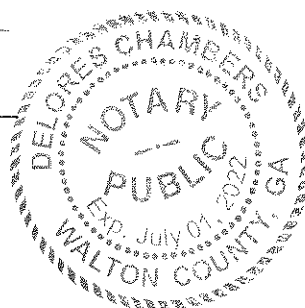
Or: _____ (Signature of Corporate Officer)

_____ (Printed Name and Title of Corporate Officer)

Signed, sealed and delivered in the presence of: Delores Chambers

Notary Public: 7-01-2022

Executed: 12-17-19



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

24. Character References: (For the applicant)

1. Dianna Smith

Name 116 Hammond Dr.

Address Monroe, Ga. 30655

City State Zip Telephone

2. Cornie Jean Battle

Name 814 Hickory Dr.

Address Monroe, Ga. 30656

City State Zip Telephone 770-549-4121

3. Joann Carter

Name 1046 Wheelhouse Ln

Address Monroe, GA 30655

City State Zip Telephone (278) 626-7993

This the _____ day of _____ 20____.

(Signature Applicant)

Rukaia (Title i.e. Partner, General Partner, Manager, Owner, etc.)

RUKAIA SOHELY (Print Name)

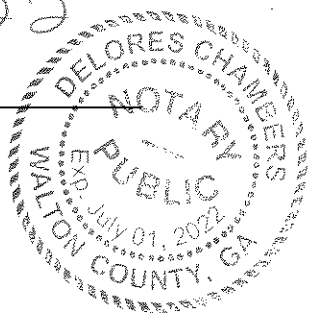
Or: _____ (Signature of Corporate Officer)

(Printed Name and Title of Corporate Officer)

Signed, sealed and delivered in the presence of: Delores Chambers

Notary Public: 2-01-2022

Executed: 12-17-19





To: Monroe City Council
From: Logan Propes, City Administrator
Department: Administration
Date: 01/07/2020
Subject: Resolution – Open Records Officer

Budget Account/Project Name: N/A

Funding Source: N/A

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

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 _____, 2020.

John Howard, Mayor

Attest:

Debbie Kirk, City Clerk

AN ORDINANCE TO AMEND CHAPTER 46 OF THE CODE OF ORDINANCES OF THE CITY OF MONROE, GEORGIA, REGARDING THE CITY’S FIRE PROTECTION AND PREVENTION ORDINANCES AND FOR OTHER PURPOSES.

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

Article I.

Chapter 46 of the Code of Ordinances is hereby amended by deleting said Chapter in its entirety and replacing it with the following in lieu thereof:

SEE ATTACHED “EXHIBIT A” FOR THE COMPLETE TEXT OF CHAPTER 46.

Article II.

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

Article III.

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

FIRST READING. This 10th day of December, 2019.

SECOND READING AND ADOPTED on this ___ day of _____, 2020.

CITY OF MONROE, GEORGIA

By: _____ (SEAL)

John S. Howard, Mayor

Attest: _____ (SEAL)

Debbie Kirk, City Clerk

EXHIBIT A

Chapter 46 - FIRE PROTECTION AND PREVENTION

ARTICLE I. - IN GENERAL

Sec. 46-1. – Fire Department Establishment-Purpose-Composition.

There is established a department of the City to be known as the Monroe Fire Department and shall be composed of such members and employees as may be determined necessary by the Mayor and City Council, the purpose of which shall be the prevention of fire and the protection of life and property within the corporate limits of the City. The fire department shall be headed by a person designated as the Fire Chief who shall report directly to the City Administrator and whose employment shall be governed by the personnel policies of the City.

Sec. 46-2. - General authority during emergencies.

Whenever the fire department is answering an alarm or operating at the scene of a fire or other emergency, every enrolled member of the department is hereby empowered and authorized to control and direct motor vehicle traffic, stop or move vehicles, cause buildings to be removed, torn down, or destroyed and enforce all provisions of this article and any other code provisions, the enforcement of which is deemed necessary to assist in the control of the fire or other emergencies.

Sec. 46-3. – Community Risk Reduction Division.

A. There shall be created under the supervision of the Fire Chief, the Community Risk Reduction Division.

The purpose of the Community Risk Reduction Division is to better conserve property and safeguard human lives and to assist in the enforcement of various rules, regulations and ordinances of the City and the State pertaining to fire prevention and life safety.

- B. The Fire Marshal in charge of the Community Risk Reduction Division shall be appointed by the Fire Chief on the basis of examination to determine his or her qualifications. The appointment of the Fire Marshal shall continue during good behavior and satisfactory service.
- C. Except as otherwise expressly provided by other sections of the city code and regulations adopted or promulgated thereunder, the Community Risk Reduction Division and the Fire Marshal shall be charged with responsibility for the direct administration and enforcement of all codes, regulations and ordinances dealing with fire prevention and life safety, including but not limited to all provisions of this Chapter. Further, the term "authority having jurisdiction" as may be used in this Chapter or in any standard code adopted under this Chapter shall mean the Fire Chief or his designee. As may be consistent with the intent of the provisions of this Chapter, the use of the term "Fire Marshal" shall mean the head of the Community Risk Reduction Division.
- D. The Community Risk Reduction Division shall investigate the cause, origin and circumstances of every fire occurring in the City by which property has been destroyed or damaged, or loss

of life has occurred and, so far as possible, shall determine whether the fire is the result of carelessness or design. Such investigation shall begin immediately upon the occurrence of a fire. The Fire Marshal shall take charge immediately of the physical evidence, shall notify the proper authorities designated by law to pursue the investigation of such matters, and shall further cooperate with the authorities in the collection of evidence and in the prosecution of any cases. Every fire shall be reported in writing to the Community Risk Reduction Division. Such reports shall be in such form as shall be prescribed by the Fire Chief.

- E. The Fire Marshal shall compile and keep a record of all fires and of all facts concerning the same including injuries, deaths, rescues of persons and statistics as to the extent of such fires and damage caused thereby. The Fire Marshal shall make an annual report of the activities of the fire department and the fire prevention bureau and shall transmit this report to the chief of the fire department and to the Fire Chief.

Sec. 46-4—46-30. - Reserved

**ARTICLE II. - FIRE PREVENTION
STANDARDS AND CODES**

Sec. 46-31. - State rules adopted.

The “State Minimum Fire Safety Standards” are established by the Safety Fire Commissioner pursuant to Section 25-2-4 of the Official Code of Georgia Annotated, as may be amended from time to time and promulgated by the rules and regulations adopted thereof. There is adopted by the City for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion those pursuant to the 1982 amendments by the

Georgia General Assembly to the Georgia Fire Safety Act. Pursuant to the provisions of Section 25-2-12(b), Official Code of Georgia Annotated, the City of Monroe does hereby adopt the "State Minimum Fire Safety Standards," adopted in the rules and regulations promulgated pursuant to Chapter 2 of Title 25, Official Code of Georgia Annotated, to apply only to those buildings and structures listed in Section 25-2-13, Official Code of Georgia Annotated. As used in this chapter, the term "state rules and regulations" shall mean the State Minimum Fire Safety Standards adopted in the rules and regulations promulgated by the Georgia Safety Fire Commissioner pursuant to the aforesaid Official Code of Georgia Annotated from time to time including all subsequent revisions thereof as fully as if the same were set out herein in their entirety. There shall be not less than one (1) copy of such codes filed of record in the City code department. From the date this chapter takes effect, the provisions thereof shall be controlling within the limits of the City.

Sec. 46-32. - Modifications.

The Fire Chief, shall have the power to modify any of the provisions of this Chapter and any codes enforced by the Community Risk Reduction Division, upon written application of the owner or lessee of property, or his duly authorized agent, when there are practical difficulties in carrying out the provisions of this Chapter, provided that the spirit of this Chapter shall be observed, public safety secured, and substantial justice done. Any request for a variance from the provisions of this Chapter shall be submitted in writing to the Community Risk Reduction Division with the explanation and reasons for the variance. The details of such variances when granted or allowed and the decision shall be entered upon the records of the code department and a signed copy shall be furnished to the applicant.

Sec. 46-33. - Issuance of approvals and certificate of occupancy; review fee.

- A. Plans and specifications for all proposed buildings and structures which come under the classification of Section 46-31 of this Chapter shall be submitted to and receive approval by the Fire Marshal before any building permit may be issued or construction started thereon. All such plans and specifications submitted as required herein shall be accompanied by the required plan review fee payable to the City and the Georgia registration number of the drafting architect or engineer or otherwise have the approval of the fire marshal. A complete set of the approved plans and specifications shall be maintained on the construction site and construction shall proceed in compliance with the minimum fire safety standards under which such plans and specifications were approved. The owner of any such building or structure, or his authorized representative, shall notify the Fire Marshal upon completion of approximately eighty (80) percent of the construction thereof and shall apply for a Certificate of Occupancy when construction of such building or structure is completed. Payment of the plan review fee established by the Mayor and Council from time to time by resolution, which may vary depending upon the square footage of the building, shall be required, a copy of which will be on file with the City Clerk.
- B. Every building or structure which comes under the classification in Section 46-31 shall have a Certificate of Occupancy issued by the Fire Marshal before such building or structure may be occupied. Such Certificates of Occupancy shall be issued for each business establishment within a building or structure, shall carry

a charge per business establishment as established by the Mayor and Council from time to time by resolution, shall state the occupant load for such business establishment or building, shall be posted in a prominent location within such business establishment or building, and shall run for the life of the building.

- C. All commercial buildings and tenant spaces shall be required to obtain and post in a conspicuous place, a Certificate of Occupancy from the Community Risk Reduction Division in addition to the Code Department Certificate of Occupancy.

Sec. 46-34. – Inspection of buildings and premises and authority to enter premises.

- A. It shall be the duty of the Fire Marshal or other representatives of the Community Risk Reduction Division to inspect all buildings and premises except the interiors of dwellings expressly exempted from the application of this Chapter, as often as may be necessary for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, endanger life from fire, or any violations of the provisions or intent of this Chapter dealing with fire hazards and life-safety.
- B. The Fire Chief, Fire Marshal or any designee therefor may, at all reasonable hours, enter any building or premises covered by the application of this Chapter for the purpose of making any inspection or investigation which, under the provisions of this Chapter, they may deem necessary to be made. The Fire Chief, Fire Marshal or any designee thereof shall be permitted by the owner, lessee, manager or operator of any building or premises to enter and inspect their building or premises at the time and

for the purpose stated in this section.

- C. Any inspections by the Fire Chief, Fire Marshal or any designee thereof of buildings and premises not otherwise open to the public shall be made only upon securing the consent of the owner or occupant thereof or upon securing of a search warrant for the inspection of the premises issued by the Municipal Court Judge upon the showing of probable cause of a violation of this Code.

Sec. 46-35. - Temporary occupancy.

A temporary certificate of occupancy may be issued for a portion of a facility. The Fire Marshal shall forward written comments to the building official of the City allowing or disallowing occupancy of a partially completed facility. Approval by both the Code Department and Community Risk Reduction Division is required for the issuance of a temporary certificate of occupancy.

Sec. 46-36 – 46-60. - Reserved

**ARTICLE III. – SPRINKLERS AND
FIRE DETECTION SYSTEMS**

Sec. 46-61. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed in this section, except where the context clearly indicates a different meaning:

Fire alarm system means an assembly of equipment and devices designated and arranged to detect a fire at protected premises, and with respect to such signal, public safety officers are expected to respond.

False alarm means the activation of a fire alarm system thereby necessitating a

Response by any public safety officer where an emergency does not and did not exist and includes, but is not limited to, mechanical failure, malfunction, improper installation and maintenance, or the negligence of the owner or lessee of a fire alarm system or his employees or agents, but does not include alarm activation caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm user or fire alarm system business.

Response means the dispatch of a public safety officer to the premises where a fire alarm system has been activated indicating fire is presently in progress on those premises.

Sec. 46-62. Unlawful activation; failure to notify the fire department of malfunction or repair work

It shall be unlawful for anyone to activate any fire alarm system for the purpose of summoning public safety officers except in the event of a fire, an occurrence to which fire personnel are expected to respond, or for anyone notifying the fire department of an activated fire alarm system and having knowledge that such activation was apparently caused by an electrical or other malfunction of the fire alarm system, or was apparently caused by maintenance or service to the fire alarm system, to fail at the same time to notify the fire department of such apparent malfunction or repair.

Sec. 46-63. Notice to owners/lessees of premises of false alarm.

For each and every false alarm response, within a reasonable time thereafter, the City shall send written notice to the owner or lessee of the premises of the false alarm informing them of the date, time and location of the false alarm necessitating the Response. Depending on the number of false alarm

responses required in that calendar year, the notice will provide the appropriate corrective action necessary and fines to be paid, if applicable, pursuant to Sec. 46-64.

Sec. 46-64. Response to false alarm; fees; corrective action.

- (a) For the first false alarm response to any premises within the City, at which no other false alarm has occurred within a calendar year period, the person or business having or maintaining such fire alarm system shall, within seven (7) working days after notice to do so, make a written report to the Fire Marshal on forms prescribed by him setting forth the cause of such false alarm, the corrective action taken, whether such fire alarm system has been inspected by an authorized serviceman, and such other information as the Fire Marshal may require to determine the cause of such false alarm and corrective action necessary.
- (b) For the second false alarm response to any premises within the City after a first false alarm response within a calendar-year period, a written report shall be required as for a first response and the City may inspect or cause to be inspected the fire alarm system at such premises and prescribe necessary corrective action and shall give notice to the person or business having or maintaining such fire alarm system of the conditions and requirements of this article, including the fee requirements for three (3) or more false alarm responses within each calendar year.
- (c) For the third false alarm response to any premises within the City limits within a calendar year, and for all succeeding responses within that calendar year, the City shall charge and collect from the person or business having or maintaining such fire alarm system on the premises owned or occupied by him, a fee in the amount established by the City, a copy of which is on file in the office of the city clerk.

- (d) Said fee shall be due within thirty (30) days from the date of notice as required by Section 46-63. If such false alarms are as a result of failure to take necessary corrective action prescribed by the City, the City may order the disconnection of such fire alarm system and it shall be unlawful to reconnect such fire alarm system until such corrective action is taken; provided that no disconnection shall be ordered as to any premises required by law to have a fire alarm system in operation.
- (e) Any other violation of this Chapter without a penalty as specifically prescribed herein shall be punishable in accordance with Section 1-11.

Sec. 46-65. Collection of false alarm penalty.

In the event the user fails to submit the penalty payment for a third or subsequent false alarm response penalty within thirty (30) days of receiving notice of said violation, the City Clerk shall issue an execution for the false alarm penalty that is due and owing. The lien shall cover the property of the individual or business liable for payment of the delinquent false alarm penalty and become fixed as of the date and time it became delinquent. The failure to pay the civil penalty within thirty (30) days of the execution shall be subject to punishment as provided in Section 1-11. All other proceedings in relation thereto shall be as provided by the Code and Charter of the City and state law.

Secs. 46-66—46-115. - Reserved

ARTICLE IV. – RAPID ENTRY SYSTEM

Sec. 46-116. - Intent.

- (a) The City recognizes the importance of providing the Fire Department rapid entry into locked buildings. The delay in gaining entry can result in substantial

property damage, the potential for rapid fire spread, growth, expansion and increased danger for the fire fighters. To assist the Fire Department in gaining rapid entry, the City adopts a rapid entry system ordinance.

- (b) In accordance with International Fire Code 506.1, a Fire Department can require a business to have a key box on-premises as well as provide a Fire Department master key to authorized personnel of the fire department.

Sec. 46-117. - Applicability.

The following sections apply to all buildings within the City that:

- (1) Are used for public buildings, restricted business, industrial, commercial or limited commercial use, and:
 - a. Contain a sprinkler system as required by code; or
 - b. Contain a fire alarm system as required by code; or
 - c. Contain an automatic fire suppression system as required by code; or
 - d. Is a facility that is required to prepare and have available material safety data sheets and/or hazardous chemical inventory forms under the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III); or
 - e. All government buildings.
- (2) Exceptions: A Lock Box or Lock Box Document Vault is not required on any building or facility that is open and occupied continuously without interruption.

Sec. 46-118. - Definitions.

As used in this article, the following terms shall have the meaning indicated:

Automatic fire suppression system. A system or assembly of piping, valves, controls and sprinklers which are designed and installed to comply with the NFPA standards, which utilize water, foam, CO₂, or other gas to automatically react to suppress fires.

Central station. An office of a private company to which a remote alarm and supervisory signaling devices are transmitted and where personnel are in attendance at all times to supervise the circuits and investigate signals.

Fire alarm system. Equipment which automatically actuates a fire alarm when the detecting element is exposed to fire, smoke, abnormal rise or decrease in temperature or activation of a sprinkler system or manually activated device.

Fire department master key. A limited issue key of special or controlled design to be carried by fire department officials in command which will open key boxes on specified properties.

Lock box/key box. A high security key vault which is listed under the UL 1610 and the UL 1037 standards, master keyed with a Medeco Biaxial Level 7 or equivalent lock. Locks shall be keyed to the key configuration provided by the fire department.

Lock box document vault. A high security steel plate vault with a minimum of fourteen (14) inches high by twelve (12) inches wide by two (2) inches deep, constructed to the same standards as the lock box, for the storage of documents.

Sec. 46-119. - Installation requirements.

- (a) The City hereby requires all lock boxes / key boxes purchased for use in the City

of Monroe to be mandated by either the Knox Company or Kidde Corporation.

- (b) The owner of applicable buildings, as described in Section 46-117 above, shall install or cause to be installed a lock box system and/or lock box document vault prior to the issuance of a certificate of occupancy for any portion of the building for new or remodeling construction or within twelve (12) months of the adoption date of the ordinance from which this article derives if no new construction or remodeling takes place.
- (c) The lock box shall be installed on the front of the building near the main entry door and between four (4) and six (6) feet above the ground unless approved at a higher or lower level by the Fire Marshal. For buildings located in Fire District One (1), or is listed on the National Register of Historic Places, or located within a City historic district, the lock box shall be installed at the rear entry door of the building or in a location approved by the Fire Marshal, so long as all other provisions of this subsection are complied with.
- (d) The lock box shall contain the key(s) for the exterior doors, the keys for all interior doors within the building and a scaled floor plan of the building. In lieu of having the interior keys at this location, a second lock box may be located within the main lobby of the building to hold these keys. Keys within the lock box shall be labeled for easy identification either by the tenant name or indexed floor plan of the building and shall be kept current.
- (e) Where a building contains a business that is required to maintain material safety data sheets, a lock box document vault shall be installed. The lock box document vault shall be installed on the

front of the building, near the main entry door and between four (4) and six (6) feet from the ground unless approved at a higher or lower level by the fire department. The vault shall contain copies of the material safety data sheets that are required to be on file within the building as well as a floor plan or written description that indicates the location of the general areas of these materials to be found within the building.

Secs. 46-120—46-150. - Reserved.



To: Public Safety Committee, City Council
From: Chris Bailey, Director of Central Services
Department: Public Safety / Police
Date: 1/10/2020
Subject: Plaza Renovation Bid Proposal – Police / Municipal Court Complex

Budget Account/Project Name: POLICE BLDG

Funding Source: Bond Funded / Public Safety

Budget Allocation: \$3,560,523.00

Budget Available: \$2,728,451.00

Requested Expense: \$2,331,400.00

Company of Record: Place Services, Inc.

Description:

This item is to request approval of the lowest submitted bid by Place Services, Inc. Place submitted a base bid of \$2,270,000 and the City selected Alternates 1, 3, 6, 7, 8, 9, and 10 for an additional \$61,400.00. The total of the base bid and included alternates comes to \$2,331,400.00 for the requested approval. The remaining alternates of fencing and canopies will be bid by local companies at a later date and towards the end of the project. Additional items to be priced with this build out at a later date will tentatively be door security from BadgePass and camera systems by CEI (both systems currently in use by City of Monroe). Generator equipment and transfer switching will be provided by the City of Monroe.

Background:

For the past year, the City of Monroe has been working towards renovating the old grocery store building at the Plaza shopping center and transforming it into a new Police Department and Municipal Court. The exterior of the building has been renovated to include sealing the exterior, painting to follow, and the renovation of the roofing system. The Sizemore Group has provided architecture and design work for the process.

Attachment(s):

Bid Tabulation – 1 page

Letter of Recommendation – 1 page

PLAZA COMPLEX - POLICE / MUNICIPAL COURT RENOVATION BIDS		Place Services, Inc.	BM&K Construction & Engineering	Garland & Associates	Kevin Price Construction	Striker Contracting	Hollandsworth Construction	Multiplex, LLC	Lichty Commercial Construction	Ranger Mechanical, Inc.
Base Bid Amount		\$2,270,000.00	\$2,327,913.00	\$2,359,000.00	\$2,385,900.00	\$2,424,077.00	\$2,435,162.00	\$2,633,000.00	\$2,843,900.00	\$3,307,630.00
Bid Copies		1	3	1	3	3	1	3	3	3
	Addendum Acknowledged	X	X	X	X	X	X	X	X	X
1	Organizational Profile	X	X	X	X	X	X	X	X	X
2	References (5)	X	X	X	X	X	X	X	X	X
3	Checklist	X	X	X	X	X	X	X	X	X
4	E-Verify	X	X	X	X	X	X	X	X	X
5	Non-Collusion	X	X	X	X	X	X	X	X	X
6	Debarment & Suspension	X	X	X	X	X	X	X	X	X
7	Business License	X	X	X	X	X	X	X	X	X
8	General Contractors License	X	X	X	X	X	X	X	X	X
9	Insurance	X	X	X	X	X	X	X	X	X
10	Qualifications	X	X	X	X	X	X	X	X	X
11	Signatures	X	X	X	X	X	X	X	X	X
12	Bid Bond	X	X	X	X	X	X	X	X	X
14	Project Costs	X	X	X	X	X	X	X	X	X
15	Payment Schedule	X	X	X	X	X	X	X	X	X
16	Project Schedule	8	12	8	8	7	6	8	11	11
17	Assumptions/Exceptions	X	X	X	X	X	X	X	X	X
1	Add Shower in Chief and Assistant Chief Office	\$8,000.00	\$26,675.00	\$13,600.00	\$18,500.00	\$9,218.00	\$20,650.00	\$50,000.00	\$36,500.00	\$10,000.00
2	Add Exterior Door and Exterior Dog Fenced Area	\$23,000.00	\$12,650.00	\$7,500.00	\$14,700.00	\$28,550.00	\$14,790.00	\$30,000.00	\$22,000.00	\$15,000.00
3	Add Pass-Thru Lockers at Evidence Storage	\$6,000.00	\$31,257.44	\$40,000.00	\$41,630.00	\$20,114.00	\$38,725.00	\$40,000.00	\$35,000.00	\$38,000.00
4	Add Pre-Fabricated Canopy at Vehicle Processing and Rear Entrance	\$21,500.00	\$12,191.30	\$18,000.00	\$18,400.00	\$13,145.00	\$38,500.00	\$50,000.00	\$13,500.00	\$6,500.00
5	Add Sally Port Security Gate	\$146,600.00	\$108,634.00	\$97,000.00	\$100,300.00	\$108,460.00	\$109,479.00	\$136,000.00	\$141,000.00	\$95,000.00
6	Add Tile to Restrooms	\$23,300.00	\$14,696.00	\$21,000.00	\$16,300.00	\$18,373.00	\$28,488.00	\$26,000.00	\$18,500.00	\$6,500.00
7	Add Double Gym Lockers in Gym	\$7,400.00	\$16,300.90	\$26,500.00	\$11,100.00	\$13,199.00	\$25,417.00	\$18,000.00	\$14,000.00	\$35,000.00
8	Intox Millwork	\$6,400.00	\$6,094.00	\$6,500.00	\$6,400.00	\$6,754.00	\$6,951.00	\$10,000.00	\$9,000.00	\$9,100.00
9	Fingerprinting and Booking Millwork	\$2,700.00	\$7,051.00	\$7,000.00	\$6,840.00	\$7,051.00	\$8,050.00	\$13,000.00	\$10,500.00	\$9,100.00
10	Evidence Counter Millwork	\$7,600.00	\$12,001.00	\$8,500.00	\$8,800.00	\$12,661.00	\$9,096.00	\$15,000.00	\$11,000.00	\$12,000.00
11	Resilient Athletic Flooring in the Gym	\$23,000.00	\$32,725.00	\$26,500.00	\$22,321.00	\$64,334.00	\$40,298.00	\$36,000.00	\$27,000.00	\$35,000.00
Total Alternates		\$275,500.00	\$280,275.64	\$272,100.00	\$265,291.00	\$301,859.00	\$340,444.00	\$424,000.00	\$338,000.00	\$271,200.00
1	Plastic Laminate Countertops	(\$7,700.00)	(\$5,200.00)	(\$5,500.00)	(\$5,200.00)	(\$5,200.00)	(\$4,775.00)	(\$18,000.00)	(\$19,500.00)	(\$2,500.00)
2	Plastic Laminate Toilet Partitions	(\$1,900.00)	(\$2,605.00)	(\$2,500.00)	(\$1,850.00)	(\$3,524.00)	(\$1,445.00)	(\$2,300.00)	(\$2,800.00)	(\$12,000.00)
Total Deducts		(\$9,600.00)	(\$7,805.00)	(\$8,000.00)	(\$7,050.00)	(\$8,724.00)	(\$6,220.00)	(\$20,300.00)	(\$22,300.00)	(\$14,500.00)
Bid Amount w/Alternates & Deducts		\$2,535,900.00	\$2,600,383.64	\$2,623,100.00	\$2,644,141.00	\$2,717,212.00	\$2,769,386.00	\$3,036,700.00	\$3,159,600.00	\$3,564,330.00
Bid Amount w/SELECTED Alternates		\$2,331,400.00	\$2,441,988.34	\$2,482,100.00	\$2,495,470.00	\$2,511,447.00	\$2,572,539.00	\$2,805,000.00	\$2,978,400.00	\$3,427,330.00



January 10, 2019

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

RE: City of Monroe – Public Safety & Municipal Court Complex Renovation Bid Selection Recommendation

Dear Mr. Bailey:

After review of contractor bids, Place Services, Inc (PSI) has been identified as the lowest bidder for both base bid and alternates selected by the owner. The contractor appears to qualify, based on submitted documents and reference checks, to execute the build-out of an interior renovation.

Sincerely,

Sizemore Group

A handwritten signature in blue ink, appearing to read 'Lily del C. Berrios'.

Lily del C. Berrios, AIA, LEED BD+C
President

Cc: File, Angel Kauffman, Mariel Stevens





To: City Council
From: Robert Watts, Chief
Department: Police
Date: 1/6/2020
Subject: Approval - Out of State Travel for Police

Budget Account/Project Name: Alabama Canine Law Enforcement Training and Education

Funding Source: 100-3200-523700

Budget Allocation: 542500 - Capital

Budget Available: \$26,489.00 Donation

Requested Expense: \$23,544.00

Company of Purchase: N/A

Description:

Out of State Training – Alabama Canine Law Enforcement Training Center in Northport, Alabama

Dual-Purpose Canine / Narcotics training at the Alabama Canine law Enforcement facility in Northport, Alabama. Officer Brandon Studdard will travel in his City Issued Patrol Vehicle. The dates allotted for this training is February 3, 2020 – May 3, 2020 for a total of 90 days stay.

Background:

Cost will be \$18,594.00 for Dual-Purpose Canine /Narcotic Training.
 Cost will be \$4,950.00 for per diem. (90 days at \$55.00/day)

Attachment(s):

Price Quote Estimate#: 2019211A

Alabama Canine Law Enforcement
 Officers Training Center Inc
 18539 John Swindle Road
 Northport, AL 35475

PRICE QUO 171

Date	Estimate #
8/22/2019	2019211A

Name / Address
Monroe Police Department R V Watts 116 South Broad Street Monroe, GA 30655

Project

Description	Qty	Cost	Total
Dual-Purpose Canine / Narcotic	1	16,500.00	16,500.00
Housing of Officer per night	20	50.00	1,000.00
PSP Leash	1	38.00	38.00
Fur Saver Collar	1	20.00	20.00
Combat Harness with Metal Cobra Buckle	1	175.00	175.00
AKAH Leather Muzzle	1	280.00	280.00
15' Long Line	1	48.00	48.00
30' Long Line	1	52.00	52.00
Ball on a Rope 2.5" Medium	1	18.00	18.00
Blast Hose Toy	1	16.00	16.00
Tug Grip 2 Handle	1	22.00	22.00
Collar Kit Pro 70 G3	1	355.00	355.00
Holster Garmin	1	70.00	70.00
		Total	\$18,594.00