



## **Council Meeting**

### **AGENDA**

**Tuesday, June 12, 2018 6:00 PM**  
**City Hall**

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#### **I. CALL TO ORDER**

- 1. Invocation**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Approval of Consent Agenda**
  - a. May 1, 2018 Council Minutes
  - b. May 8, 2018 Council Minutes
  - c. May 10, 2018 Council Minutes
  - d. May 15, 2018 Planning Commission Minutes
  - e. May 22, 2018 Historic Preservation Commission Minutes
  - f. April 12, 2018 Downtown Development Authority Minutes
  - g. April 12, 2018 Conventions and Visitors Bureau Minutes
  - h. Approval – Rehab of Two Meadow Walk Subdivision Retention Ponds - JT Magbe Contracting to rehab two ponds for \$37,250.00. (Recommended for Council approval by Utilities Committee June 5, 2018)
  - i. Approval – Bryant Road Gas Main Replacement - Southern Pipeline to replace gas main for \$17,000.00. (Recommended for Council approval by Utilities Committee June 5, 2018)

- [j.](#) Approval – Media Blasting of Interior Walls at older Water Treatment Plant Building - Southern Pipeline to replace gas main for \$17,000.00. (Recommended for Council approval by Utilities Committee June 5, 2018)
- [k.](#) Purchase - Electric Line Truck - Purchase from Altec Industries for \$190,560.00 (Recommended for Council approval by Utilities Committee June 5, 2018)
- [l.](#) Purchase - Electric Material - Purchase from Stuart C. Irby Company for \$168,316.60, contingent upon receiving this amount from developer before installation. (Recommended for Council approval by Utilities Committee June 5, 2018)
- [m.](#) Approval – Police Department Design Selection - Accept Sizemore Group as principal design consultants. (Recommended for Council approval by Public Safety Committee June 5, 2018)

## **II. PUBLIC PRESENTATIONS**

- [1.](#) Hands of Hope

## **III. PUBLIC FORUM**

### **1. Public Comments**

### **2. Public Hearing**

- [a.](#) Variance – 911 North Broad Street
- [b.](#) 2018 Community Work Program Update & Resolution

## **IV. OLD BUSINESS**

- [1.](#) Application - Spirituous Liquors and Beer & Wine On-Premise Consumption - Fuzions

## **V. NEW BUSINESS**

- [1.](#) Variance – 911 North Broad Street
- [2.](#) Application - Beer & Wine Package Sales - Hotel-Motel In-Room Service - Sparrow Hill Inn
- [3.](#) 2nd Reading - Speed Zone Ordinance
- [4.](#) 2018 Community Work Program Update & Resolution
- [5.](#) Resolution - 2018 Community Work Program
- [6.](#) Appointment - Library Board
- [7.](#) 2019 SPLOST Intergovernmental Agreement

- [8.](#) Approval – Council Chambers Upgrade
- [9.](#) Discussion – Highway 83 Development – Mazzawi Tract
- [10.](#) MEAG – Petition to Increase Bonding Capacity and Validation
- 11. Approval - July Meeting Schedule

VI. **ADJOURN**

The Mayor and Council met for a called meeting.

Those Present:	John Howard	Mayor
	Wayne Adcock	Vice-Mayor
	Lee Malcom	Council Member
	Myoshia Crawford	Council Member
	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, Keith Glass, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Patrick Kelley

Visitors: Sadie Krawczyk, Chris Bailey, Beverly Harrison, Sharon Swanepoel, Bryan Couch, Scott Appling, Harold Patterson, Richard Parker, Barbara Parker, Scott Robinson, Gerald Atha, Ben Doster, Brent Youngblood, Les Russell

## **I. CALL TO ORDER – JOHN HOWARD**

### **1. Roll Call**

Mayor Howard noted that Council Member Ross Bradley and Council Member Lee Malcom were absent. There was a quorum.

City Administrator Logan Propes introduced Les Russell as the new Human Resources Director, who has an extensive background in human resources and project management. Mr. Russell has been a resident of Monroe for many years, and will be a great asset for the City of Monroe.

*Council Member Ross Bradley arrived at 6:02 pm.*

*Council Member Lee Malcom arrived at 6:03 pm.*

## **II. DEPARTMENT REPORTS**

### **1. May Monthly Reports**

The Department heads presented the monthly reports.

## **III. COMMITTEE INFORMATION**

### **1. Finance**

#### **a. Purchase – BadgePass Management System**

Mr. Chris Bailey discussed the request to purchase the software, hardware, and system services from BadgePass, Inc. This system will replace and upgrade all door access and security for City Hall, for the amount of \$38,080.22. It will allow areas of the building to be secure, and control the flow throughout the building. Mr. Bailey explained the system can expand to other City



facilities later, as phase expansions. He stated that BadgePass had the most complete system providing upgrades and workability of the desired outcome.

Council Member Larry Bradley questioned whether the \$38,000.00 covers only City Hall, even though it can expand to other places. He also questioned the cost for adding other areas.

Mr. Bailey answered this cost will be the main part of the system, which will control all aspects of the system. He explained that adding the other areas will be much less, due to the main control already being installed. Mr. Bailey discussed entry points and access doors for the other facilities. He also referenced customers which use BadgePass security.

The committee recommends to purchase the BadgePass software, hardware, and system services for \$38,080.22 for City Hall to Council.

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

## **2. Airport**

No Items Scheduled.

## **3. Public Works**

### **a. Approval – EIP 2018 Grant Administrative Services**

Economic Development Specialist Sadie Krawczyk presented the request for approval of grant administration services for the 2018 Employment Incentive Program Grant (EIP). She explained the purpose is to extend road access in Piedmont Industrial Park, making the park more amenable to additional industrial development. The selection committee recommends Allen-Smith Consulting for the grant administration services for the EIP Grant.

The committee recommends to Council the approval of Allen-Smith Consulting as grant administrator for the 2018 EIP Grant.

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

### **b. Approval – EIP 2018 Grant Engineering Services**

Economic Development Specialist Sadie Krawczyk presented the request for approval of the engineering services for the 2018 Employment Incentive Program Grant (EIP). She stated that the selection committee recommends Precision Planning for the engineering services.

The committee recommends approval of Precision Planning for the engineering services for the 2018 EIP Grant to Council.

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

### **c. Approval – North Broad LCI Materials Testing Contract**

City Administrator Logan Propes explained the requirement from the Georgia Department of Transportation for the materials testing analysis on the North Broad Street LCI project. Keck & Wood, the project engineers, recommends NOVA Engineering and Environmental, LLC. The estimated amount for the material testing is \$18,925.00. Mr. Propes explained this money will

come from SPLOST funds, and a portion of the cost will be reimbursable or count towards the in-kind match for the City.

The committee recommends to Council approval to contract with NOVA Engineering and Environmental for the materials testing services for the North Broad LCI Project, with the amount not to exceed \$18,925.00.

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

**d. Approval – Intergovernmental Agreement – John Deere Road**

City Administrator Logan Propes requested this item be deferred to next month, due to continued negotiations with the County.

*Tabled.*

**4. Utilities**

**a. Approval – Water Treatment Plant Gutter Repair**

Mr. Chris Bailey presented the request to contract with Garland Company to make repairs to both the external and internal gutter systems, and soffit panels at the Water Treatment Plant. He explained the estimated cost for the repairs is \$15,986.00. He explained that Garland Company will be the general contractor through US Communities, with Veteran Builders being the lowest bidder overall.

The committee recommends approval to contract with Garland Company to repair the internal and external gutter systems and soffit panels at the Water Treatment Plant for the amount of \$15,986.00 to Council.

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

**b. Approval – Sewer Service Policy Amendment – Gerald Atha**

Mr. Rodney Middlebrooks explained the request for a variance to the Sewer Service Policy. The request is to allow the property at Highway 83, County Parcel #C1650056, to connect to the City of Monroe sewer system with a gravity line. The parcel adjoins the existing Windfield Place Subdivision. This would have been the fifth phase to the subdivision, but Mr. Atha is selling the property instead of developing it. Mr. Middlebrooks explained that the policy change requires the property to be inside the City Limits or in the electric service territory to connect. He stated that the City sewer runs directly through the parcel, which would allow easy access to the system. It would be a gravity line, with no pumping.

Council Member Larry Bradley questioned the expense to the City, and if the subdivision would already be serviced by water and gas.

Mr. Middlebrooks answered there would not be any expense to the City. The developer would be responsible for all the sewer mains, tie-ins, and everything. He explained that water and gas are already in place in this area to service the subdivision.

The committee recommends to Council approval of the policy variance to allow the development located at Highway 83, County Parcel #C1650056, to connect to the City's sewer system with a gravity line, contingent upon the development as proposed.

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

Council Member Nathan Little stated that his only concern about granting the variances is that some guidelines need to be set. He feels the requests should be tied to a project, not necessarily assigned to a parcel of land. Each request needs to be approved based on a specific project. Mr. Little stated that Mr. Middlebrooks has looked at this project, and the way it will work with the system is acceptable.

**c. Approval – Sewer Service Policy Amendment – Mazzawi Trust**

Mr. Rodney Middlebrooks explained the request for a variance to the Sewer Service Policy. The request is to allow the property at Highway 83, County Parcel #C1650058, to connect to the City of Monroe sewer system with a gravity line. He explained this is the same situation as the previous property. Mr. Middlebrooks stated that the 92.40-acre parcel is owned by Mazzawi Trust, and is zoned County A1 agriculture. It is just past the previous property, a little closer to the sewer plant. He stated the concept plan proposes 184 lots, however, the approvals and rezoning must occur at the County level. The City sewer runs directly through the parcel.

Council Member Larry Bradley questioned the distance between the two properties.

Mr. Middlebrooks answered the properties are approximately a quarter of a mile apart.

Council Member Lee Malcom questioned the lot sizes for the development. She stated that this presentation is a bit vague, compared to the previous one.

City Administrator Logan Propes stated that the property would require a County rezone. He explained that if approved, the condition of pending County approvals would need to be added. He stated that the entrance exceeds the one hundred lot maximum, therefore, the County may require some design changes during process.

The committee recommends to Council approval of the policy variance to allow the development located at Highway 83, County Parcel #C1650058, to connect to the City's sewer system with a gravity line, contingent upon the development as proposed and pending approval by Walton County for the development.

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

Council Member Nathan Little requested Mr. Middlebrooks to put together some guidelines. He stated that he doesn't believe an overall policy change is necessary, but there needs to be some type of guidelines for who can be considered. As previously mentioned, some things can't be accepted, such as pump stations. The guidelines will help anyone applying for an amendment to the basic policy.

**d. Approval – Watershed Protection Plan**

Mr. Rodney Middlebrooks presented the Watershed Protection Plan, prepared by Professional Service Industries. He explained that the Georgia Environmental Protection Division requests

the City to adopt the recommendations of the Watershed Protection Plan. The City will be required to monitor and test four creek locations. He discussed several recommendations that the City already does, which includes sewer line stream crossing inspections, street sweeping, storm drain stenciling, and stream clean-up events. Mr. Middlebrooks explained that the cost will be approximately \$19,500.00 per year. Ecological monitoring by a Certified Ecologist will be required twice per five-year period. The budget will be increased to \$30,500.00 on those years. He explained that the City of Monroe has not met all of the requirements to be a Water First Community yet, but this gets us a step closer. The creek testing does not start until next year, which will give time for budgeting.

The committee recommends approval of the Watershed Protection Plan to Council.

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

## **5. Public Safety**

### **a. Approval – Out of State Travel for Police**

Chief Keith Glass requested approval to send Administrator Officer, Sergeant James Green to the Axon Accelerate Conference in Scottsdale, Arizona, June 4 – 8, 2018. He explained Axon is the provider of the body-worn cameras that the officers wear. The total combined expenses for the airfare, transportation, hotel, meals, and registration are \$1,817.93.

The committee recommends to Council to send Administrator Officer, Sergeant James Green to the Axon Accelerate Conference in Scottsdale, Arizona for a total cost of \$1,817.93.

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

### **b. Purchase – Quick Response Vehicle**

Chief Keith Glass discussed the lease purchase of a 2018 Ram 1500 from Enterprise Fleet Management to be used for Quick Response. He explained that over the past three years, the Monroe Fire Department has explored the deployment of a Quick Response Vehicle to meet the ever-growing medical assist calls. This reserves the Fire Apparatuses for fires and other major public safety threats.

City Administrator Logan Propes stated approximately \$35,000.00 is budgeted for the vehicle purchase. He suggests a lease purchase instead, due to preservation of cash flow and low interest rate. He recommends a three-year lease purchase, for a monthly lease rate of \$782.51.

Council Member Ross Bradley questioned the capabilities of the vehicle.

Chief Glass explained that standard fire service calls have evolved to hazmat operations, a multitude of medical assists, and extracting people from vehicle accidents. This vehicle will have the capability to handle most any first aide type call.

Council Member Norman Garrett questioned having two trucks at the Fire Department for the Quick Response Vehicles already, and what will happen with them.

Chief Glass answered that this truck will be assigned specifically for this purpose, whereas the current trucks are not. He explained that one is the Chief's truck, and the Captains use the other.

Council and staff further discussed vehicles, uses, and calls.

The committee recommends approval of the lease purchase of a 2018 Ram 1500 from Enterprise Fleet Management for a monthly rate of \$782.51 to Council.

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

#### **6. Planning & Code**

No Items Scheduled.

#### **7. Economic Development**

No Items Scheduled.

### **IV. ITEMS OF DISCUSSION**

#### **1. Upcoming Public Hearings**

##### **a. Rezone – 1050 North Broad Street**

#### **2. Rezone – 603 & 606 Alcovy Street**

#### **3. Rezone – 1050 North Broad Street**

#### **4. Application – Beer & Wine Package Sales – Harry's**

#### **5. Application – Spirituous Liquors and Beer & Wine On-Premise Consumption – Fuzions**

#### **6. 2<sup>nd</sup> Reading – Zoning Ordinance Code Text Amendment #5**

#### **7. 1<sup>st</sup> Reading – Speed Zone Ordinance**

#### **8. Approval – Main Street Program MOU**

#### **9. Approval – Fireworks Agreement**

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

### **V. ADJOURN**

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

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**MAYOR**

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**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, Chris Croy, Keith Glass, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Patrick Kelley

Visitors: Sadie Krawczyk, Chris Bailey, Beverly Harrison, R.V. Watts, Sharon Swanepoel, Andrew Kenneson, Les Russell, Justin Davis, Hilary Huett, Gerald Atha, Sandra Shurling, Jasper Greer, Syed Farrukh, Ben Doster, Duane Wilson, Jibran Lalchani, Rejimon Mathew, Nathan Durham, Justin Davis, Scott Appling, John Daniel, Scott Robinson, Lynn Laird, Fay Brassie, Stan Brassie, Brent Youngblood, Walter R. Cox, Jr.

## **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 Adcock.  
Passed Unanimously*

**4. Approval of Consent Agenda**

- a. April 3, 2018 Council Minutes
- b. April 10, 2018 Council Minutes
- c. April 10, 2018 Executive Session Minutes
- d. April 18, 2018 Airport Committee Minutes
- e. April 23, 2018 Finance Committee Minutes
- f. April 17, 2018 Planning Commission Minutes
- g. April 25, 2018 Historic Preservation Commission Minutes
- h. Approval – Personnel and Operational Policies and Procedures – Approval with changes. (Recommended for Council approval by Finance Committee April 23, 2018)
- i. Purchase – BadgePass Management System – To purchase for the amount of \$38,080.22. (Recommended for Council approval by Finance Committee May 1, 2018)
- j. Approval – EIP 2018 Grant Administrative Services – Approval of Allen-Smith Consulting. (Recommended for Council approval by Public Works Committee May 1, 2018)
- k. Approval – EIP 2018 Grant Engineering Services – Approval of Precision Planning. (Recommended for Council approval by Public Works Committee May 1, 2018)
- l. Approval – North Broad LCI Materials Testing Contract – To contract with NOVA Engineering and Environmental with the amount not to exceed \$18,925.00. (Recommended for Council approval by Public Works Committee May 1, 2018)
- m. Approval – Water Treatment Plant Gutter Repair – To contract with Garland Company for the amount of \$15,986.00. (Recommended for Council approval by Utilities Committee May 1, 2018)
- n. Approval – Sewer Service Policy Amendment – Gerald Atha – Policy variance to allow the development (#C1650056) to connect a gravity line pending development approval by Walton County and contingent upon the development proposed. (Recommended for Council approval by Utilities Committee May 1, 2018)
- o. Approval – Sewer Service Policy Amendment – Mazzawi Trust – Policy variance to allow the development (#C1650058) to connect a gravity line pending development approval by Walton County and contingent upon the development proposed. (Recommended for Council approval by Utilities Committee May 1, 2018)
- p. Approval – Watershed Protection Plan – To approve the plan. (Recommended for Council approval by Utilities Committee May 1, 2018)
- q. Approval – Out of State Travel for Police – To send Sgt. James Green to the Axon Accelerate Conference in Scottsdale, Arizona for a total cost of \$1,817.93. (Recommended for Council approval by Public Safety Committee May 1, 2018)
- r. Purchase – Quick Response Vehicle – The lease purchase of a 2018 Ram 1500 from Enterprise Fleet Management for a monthly rate of \$782.51. (Recommended for Council approval by Public Safety Committee May 1, 2018)

To remove Item O, for further discussion. To approve the consent agenda as amended.

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

**II. PUBLIC PRESENTATION****1. Georgia Bureau of Investigation Non-Criminal Justice Unit**

Hilary Huett, with the Georgia Bureau of Investigation-GCIC, discussed their services. She stated that she has been with the Non-Criminal Justice Unit since 2014. She explained that they assist local City and County offices in establishing the policies and procedures needed to

perform national fingerprint-based background checks for non-criminal justice purposes. Currently, the state mandates that each City fingerprint for alcohol and liquor licenses. She explained that Statute 35-3-35 allows Cities to pass ordinances to have fingerprint background checks for other licenses as well. Ms. Huett stated that the City of Conyers requires fingerprint-based background checks for taxi cab drivers, billiard operators, massage therapists, spa owners, solicitors, and peddlers. She explained that name-based background checks are based on demographic data, which only gives results for Georgia. The fingerprint-based background checks give Federal results, which provides information from all 50 states. Ms. Huett discussed the benefits, specific testing, and their results.

*No Action.*

**III. PUBLIC FORUM**

**1. Public Comments**

No one signed up for public comments.

**2. Public Hearing**

**a. Rezone – 1050 North Broad Street**

Code Enforcement Officer Patrick Kelley presented the application for rezone of this property from B2 to B3. Mr. Kelley stated the acreage is 1.13 and the property has 107 feet of road frontage on North Broad Street. Mr. Kelley explained that the property owner and the Code Department were under the impression it was already zoned B3, when they requested the rezone for the other property. The Code Office and Planning Commission recommend the request be approved.

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

Syed Farrukh Khan, the property owner, spoke in favor of the rezone. He explained that he wants it Zoned B3 for business, the same as his adjacent property.

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

*No Action.*

**IV. OLD BUSINESS**

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

Code Enforcement Officer Patrick Kelley explained the item was tabled for further consideration at the April Council Meeting. He presented the application of Duane Wilson with Pinehurst Homes, LLC, for rezone of this property from R1 to R1A conditional. He stated the rezone acreage is 3.97 and the property has 275.02 feet of road frontage on Alcovy Street. The Code Office and Planning Commission recommend the request be approved with conditions as listed and amended by the Council. Mr. Kelley listed the recommend conditions: incorporate proposed conditions into development agreement and final plat; add any conditions deemed appropriate by Planning & Zoning and Council; specify aesthetics and final finish due to the broad disparity between The Legends subdivision and The Retreat at Mill Creek subdivision; require development agreement as if a planned district; a minimum square footage of 1,700; brick and/or rock on 50% of fronts with 3 sides of hardie plank concrete siding; no vinyl on cornice or soffits;



HOA will be required; professional landscaped planted buffer along Alcovy Street and entrance of subdivision; architectural shingles required; and recorded plat with all listed conditions.

Council Member Ross Bradley questioned number nine of the recommendations applying to all 275 feet.

Mr. Kelly answered that the professional landscaped planted buffer applies to all of the 275 feet along Alcovy Street and the entrance of the subdivision.

Duane Wilson, with Pinehurst Homes, spoke in favor of the rezone. He stated that there hasn't been any changes. Though, he did add two conditions after speaking with some Council Members after the last meeting. He presented a power point of the concept for the project. The homes will be cottages or craftsman style open floor designs, with outdoor living. He explained the homes will be consistent with other surrounding homes in the area. The proposal is in line and comparable to Clubside Estates, The Legends, and The Retreat at Mill Creek. Mr. Wilson explained that he is agreeable to adding the conditions for a minimum roof pitch and sodded yards to the back rear corners of the house.

To approve the rezone with the recommended conditions, plus the two new conditions: incorporate proposed conditions into development agreement and final plat; add any conditions deemed appropriate by Planning & Zoning and Council; specify aesthetics and final finish due to the broad disparity between The Legends subdivision and The Retreat at Mill Creek subdivision; require development agreement as if a planned district; a minimum square footage of 1,700; brick and/or rock on 50% of fronts with 3 sides of hardie plank concrete siding; no vinyl on cornice or soffits; HOA will be required; professional landscaped planted buffer along Alcovy Street and entrance of subdivision; architectural shingles required; recorded plat with all listed conditions; minimum roof pitch of 8/12; and yards sodded to the back rear of house as stated on 3 sides.

*Motion by Dickinson, seconded by Adcock.  
Abstaining: Malcom.  
Passed.*

## **V. NEW BUSINESS**

### **1. Rezone – 1050 North Broad Street**

To approve the rezone.

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

### **2. Application – Beer & Wine Package Sales – Harry's**

To approve the application.

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

### 3. Application – Spirituous Liquors and Beer & Wine On-Premise Consumption – Fuzions

City Attorney Paul Rosenthal stated the application to be in order, but the Police Department would like to be heard prior to consideration by Mayor and Council.

Council Member Larry Bradley requested to hear from the Police Department.

Assistant Chief R.V. Watts discussed data from businesses in Monroe that have licenses to sell alcohol and liquor. He explained that over the last five-years there have been significantly more resources exhausted at Fuzions, than all the other establishments combined. He presented graphs of call volume by location and types of calls. He explained that during the five-year period there have been a total of 263 calls to the location. Mr. Watts also discussed the more serious crimes at the location, which included a double shooting.

To deny the application.

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

### 4. FY2017 Audited Financial Statements (CAFR)

Mr. Justin Davis, with Mauldin & Jenkins, presented highlights from the FY2017 Audit. He discussed the Annual Audit Agenda, stating the audit went smoothly. Mr. Davis explained that they rendered an unmodified audit report, meaning a clean opinion of the audit for the year ending December 31, 2017. He stated that Ms. Thompson and the finance staff were very transparent and gave them everything they needed to clear the audit in a sufficient manner. There were no findings, material weaknesses, or significant deficiencies in internal controls. He explained there was one management point, the City was reporting a liability for customer deposits that needed to be reclassified as revenues during the current year audit. Their office recommends the City develop a process to track these deposits, and review the balances in a more-timely manner. The City has already corrected the issue, so there is a process for going forward. Mr. Davis stated that no findings and only one management point is rare and speaks volumes about the staff. He commended the City of Monroe for preparing the CAFR at such a high standard of extensive reporting.

To accept the FY2017 Audited Financial Statements.

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

### 5. 2<sup>nd</sup> Reading – Zoning Ordinance Code Text Amendment #5

City Attorney Paul Rosenthal gave the second reading of the ordinance to amend the Zoning Ordinance by implementing text amendments and changes identified in Exhibit A.

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

### 6. 1<sup>st</sup> Reading – Speed Zone Ordinance

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

**7. Approval – Main Street Program MOU**

Economic Development Specialist Sadie Krawczyk explained the annual Memorandum of Understanding with the Georgia Department of Community Affairs allows the City of Monroe to remain being designated a Main Street Community.

To approve the Memorandum of Understanding for the Main Street Program.

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

**8. Approval – Fireworks Agreement**

City Administrator Logan Propes explained that as part of the Walton County Bicentennial Celebration, the City of Monroe will be sponsoring the 4<sup>th</sup> of July fireworks show. East Coast Pyrotechnics will provide the fireworks display for the amount of \$15,000.00. He stated that the show is scheduled for Wednesday, July 4, 2018 and in case of rain, Saturday, July 7, 2018.

To approve the Fireworks Agreement with East Coast Pyrotechnics for \$15,000.00.

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

**9. Approval – MEAG Power Sales Contract Amendment**

City Administrator Logan Propes discussed the history of the Power Sales Contract with MEAG. He explained the amendment basically removes language from the 1975 Power Sales Contract that states that MEAG must outsource the Comprehensive Engineering Report, which costs between \$100,000 and \$200,000 per year. Mr. Propes explained the amendment allows MEAG to do this in-house, which will save a substantial sum of money over time.

To approve the Power Sales Contract Amendment with MEAG.

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

**VI. ADJOURN**

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

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**MAYOR**

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**CITY CLERK**

**VISIONING RETREAT  
THE LIVERY STABLES  
123 NORTH LUMPKIN STREET  
MONROE, GA 30655**

**I. CALL TO ORDER – JOHN HOWARD**

All Council Members were present except Myoshia Crawford. Also present were City Administrator Logan Propes, City Clerk Debbie Kirk, Jim Dove, Mott Beck, and Andrew Kenneson.

**II. NEW BUSINESS**

**1. Recap of 2017 Short-Term Goals with Accomplishments To-Date**

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

**2. Recap of 2017 Long-Term Goals with Accomplishments To-Date**

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

**3. Other Accomplishments Over Past Year**

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

**4. Overview of Current Projects / Items in the Works**

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

**5. Infill Development**

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

**6. SPLOST Overview – Priority Projects**

**a. Transportation**

**b. Parks**

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

**7. Council Meetings Format**

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

**8. Setting 2018-2019 Short-Term Goals**

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

**9. Update of Long-Term Goals**

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

**10. Directions for City Administrator**

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

**11. Directions for Department Heads**

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

**12. Other Business**

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

**III. ADJOURN**

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

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**MAYOR**

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**CITY CLERK**

**MONROE PLANNING COMMISSION  
MINUTES  
May 15, 2018**

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

**Absent:** David Butler

**Staff:** Patrick Kelley, Director of Code/Planning  
Debbie Adkinson, Code Department Assistant

**Visitors:** Steve Powers

The meeting was called to order by Chairman Mike Eckles at 5:28 pm.

Chairman Eckles asked for any changes, corrections or additions to the April 17, 2018 minutes. Hearing none he entertained a motion. Parks made a motion to approve. Camp seconded. Motion carried. Minutes Approved.

Code Officer Report: Update on things around town. We are waiting on plans from Wendy's demolition and remodel. The Dairy Queen remodel has begun. No major projects. There is a lot of home building going on in the city right now. Alcovy Street rezone was approved at May Council meeting.

**The first item of business:** is for petition # 18-00133 for a Variance at 911 N Broad Street. The applicant, Steve Powers, owner of property is requesting a variance of the Corridor Design Overlay District Section 643A.2 (1)(c)(vii) for building materials. He is requesting to be allowed to place a Butler building behind the existing carwash to be front side brick and mortar and the other three side's metal. The property consists of 5.95 acres and has approximately 204 ft of road frontage on N Broad Street. Code Department recommends denial.

Chairman Eckles asked for a Code Officer Report.

Kelley stated the Code Department recommends denial. Noted reasons are 1. The CDO was established to eliminate the proliferation of metal sided "Butler" buildings. 2. The CDO was established to improve the aesthetics of our gateway corridors in an effort to improve the perception and actual design characteristics within the city.

Public Hearing opened at 5:33 pm

Chairman Eckles asked if Mr. Powers would like to speak to the request.

Powers asked for a copy of the recommendations read by the Code Officer. He stated he was asking for the variance because the building will be set 150 feet back from the road frontage behind an existing building. He stated the front would be brick and mortar but would like to keep the three sides metal. He stated the metal sides would only be seen by people on the property and not from the road.

Chairman Eckles confirmed that the front would be the only side done to meet the CDO standards.

Kelley reiterated the three sides would be visible to people on the property. The customers would be circling the building to come and go and would be able to see all sides.

Chairman Eckles asked if there were any other questions.

There were a few more comments made about the CDO being established by the City to control this type of building and what could be the remedy for this situation.

Chairman Eckles stated the only remedy would be to have brick and mortar or siding on all four sides.

Public hearing closed at 5:37 pm

Chairman Eckles entertained a motion. Harrison made a motion to deny. Parks seconded. Motion carried. Recommendation to deny goes to the Council for final decision.

Chairman Eckles asked if there was any old or new business. Being none he entertained a motion to adjourn. Harrison made a motion to adjourn. Parks seconded. Meeting adjourned at 5:39 pm

Historic Preservation Commission  
Minutes  
May 22, 2018

Present: Mitch Alligood  
Marc Hammes  
Faye Brassie  
Crista Carrell

Absent: Susan Brown

Staff: Patrick Kelley – Director of Code and Planning  
Debbie Adkinson, Code Dept Assistant

Visitors: Melinda Barber & Guest, Yvonne Stephens, Chris Stephens , Melvin Music, Chris Carpentier

Meeting called to order at 6:00 pm.

Chairman Alligood entertained a motion to approve the minutes of April 24, 2018 as submitted. Crista made a motion to approve. Marc seconded. Motion Carried. Minutes approved.

**The first item of business** is an application for COA for petition # 18-00168 at 502 E Church Street. The applicant, Melvin Music, request a COA for approval of the front porch rails.

Chairman Alligood asked if there was a representative. Mr. Music was not present at that moment so the commission decided on the request in his absence. With no objections to the rails as they are, Chairman Alligood entertained a motion. Brassie made the motion to approve. Carrell seconded. Motion carried. COA Granted.

**The Second item of business** is an application for a COA for petition # 18-00184 at 112 W Fifth Street. The applicant Yvonne Stephens requests a COA to place an accessory building in her backyard. The building will be completely enclosed on all sides with a garage type door.

Stephens spoke to the request stating she would be using the building for storing her metal recyclables.

Brassie asked if she would use white or grey in the color for the building.  
Stephens stated she would use whatever color they requested her to.

Chairman Alligood asked for a motion. Hammes made a motion to approve. Carrell seconded. Motion carried. COA Granted.

**The Third item of business** is an application for a COA for petition # 18-00207 at 408 Knight Street. The applicant Chris Carpentier requests a COA to replace windows, doors and repair or replace siding on house.

Carpentier spoke to the request. He stated Hope Monroe is a nonprofit organization that would like to restore this property. They would be salvaging as much as they can and replace what is need with the same type material. The windows would be replaced with wood frame windows to match what is there now. The windows will be the simulated divided lights and not the GBG glass. The door will be replaced with a better looking solid door.



Brassie asked if the windows would be the 6/6 pane windows or the 1/1.

Carpentier stated it would be the 6/6.

Brassie asked if he would use the square framed windowed door instead of the arch windowed door.

Carpentier agreed.

Chairman Alligood entertained a motion. Hammes made a motion to approve. Carrell seconded. Motion Carried. COA Granted.

**The Fourth item of business** is an application for a COA for petition # 18-00210 at 217 N Jackson Street. The applicant Melinda Barber requests a COA for several changes she would like to make to the renovation she has previously gotten approved.

Barber spoke to the request. They asked for numerous changes to be approved for fencing, doors, front porch lights and street lights (with lights being changed from 48" to 36" size lamps) and trellises.

With some discussion Chairman Alligood entertained a motion. Brassie made a motion to approve all items as presented. Hammes seconded. Motion carried. COA Granted.

New Business: Debbie will let the Commission members know the schedule of the Macon Conference in September.

Chairman Alligood entertained a motion for adjournment. Carrell made a motion. Hammes Seconded. Meeting Adjourned at 6:27 pm.

# Downtown Development Authority

## City of Monroe

Minutes of the meeting held Thursday, April 12th, 2018 at 8:00 am  
City Hall  
215 N. Broad Street, Monroe, GA 30655

### Members Present:

Lisa Anderson, Chairman  
Mike Gray, Secretary  
Whit Holder  
Wesley Sisk  
Andrea Gray  
Ross Bradley

City Staff:  
Sadie Krawczyk  
Leigh Ann Walker  
Logan Propes

Excused absences: Meredith Malcom, Charles Sanders

Guests: None

The meeting was called to order at 8:04 by Chairman Lisa Anderson  
A quorum of members was declared.

The minutes of the March meeting were approved after a motion was made by Ross Bradley and a second by Mike Gray.

The February Financial Reports were approved after a motion by Mike Gray and a second by Whit Holder. Logan Propes noted that properties purchased by DDA (202 E. Spring Street and 115 Midland Ave.) are being recorded as real estate held in trust on the city books rather than as a short term asset/liability in DDA's books.

### Public Forum

None.

### City Update

The Georgia Main Street MOU will go before city council next month; the city has received the travel cups for the downtown entertainment district and we are creating communication pieces for local businesses and restaurants; conditional notice to proceed on N. Broad Street sidewalk constructions has been authorized; gas lanterns are being ordered for installation on some sites downtown.

### Economic Activity Update

Monroe Mercantile has opened; JL Designs will be opening a retail store front in addition to their current space; owner of current Wild West space has a new restaurant lined up to take over; currently there are no vacancies along Broad Street downtown.

### Committee Reports

**Organization Committee** - the committee was not able to meet last month; need to follow up with sponsorships.

**Promotions Committee** -Car Show went well even though it was the rain date, we had 185 cars in it; Alive After Five has begun; first concert is coming up in May - the Pizzazz Band; 4/21 is the neighborhood clean up day.

**Design Committee** - alleyway workday set for 4/14; restriping Lumpkin is on the city radar now that livery stable is complete; staff looking into dumpster screening options; mural has about 2 weeks of work left on it

**Economic Vitality** - 202 E. Spring Street and 115 Midland Avenue are under contract with Pimento Investments, LLC; getting feedback from business owners regarding the possibility of parking meters along Broad St. which has been positive; board suggested we put together a public parking campaign as well as a plan to present to city council showing how we could transition to meters.

### Projects

Farmers Market- Farm to Table fundraiser is April 28<sup>th</sup>; Opening day will be May 12, 2018

Sculpt Monroe - no report.

Childers Park - Ross Bradley and Andrea Gray met with a consultant in the park to discuss piping the stream combined with a stream restoration project; he said that piping under 300 feet of the stream would be an option; Echotech Consultants will be preparing a proposal for our review.

Estimates at this point are 1200 feet of stream work at around \$265,000 with a 6-month construction timeline.

### Programs

Façade Grant - 1 application for 101 N. Broad Street was approved for a \$1500 façade grant to be awarded upon completion of the awning installation after a motion from Ross Bradley and a second from Andrea Gray.

Community Event Grant - none.

### New Business

We are considering parking meters for space along Broad Street. The board recommended we mention this to merchants at the next business owner meeting.

### Announcements

The next meeting will be May 10, 2018 at City Hall.

Georgia Downtown Conference will be August 15-17 at Chateau Elan in Braselton, GA.

Food Truck Friday will be April 13, 2018.

The meeting was adjourned after a motion was made by Mike Gray and seconded by Ross Bradley.

**Monroe Convention and Visitors Bureau Authority**  
**Minutes of the meeting held Thursday, April 12, 2018 at 9:00 am**  
**City Hall**  
**215 N. Broad Street, Monroe GA 30655**

**Members Present:**

Lisa Anderson, Chairman  
Mike Gray, Secretary  
Whit Holder  
Wesley Sisk  
Ross Bradley

Andrea Gray

City Staff:  
Sadie Krawczyk  
Leigh Ann Walker  
Logan Propes

Excused absences: Meredith Malcom & Charles Sanders

Guests: None.

The meeting was called to order at 9:30 am by Chairman Lisa Reynolds.

The minutes of the March meeting were approved with a motion from Whit Holder and a second by Wesley Sisk.

The February Financials were approved after a motion from Whit Holder and a second by Wesley Sisk.

Chairman's Report:  
None.

Executive Directors Report:  
Hampton Inn is working on site plans for the new location.

Old Business:  
The Local Crowd - raised over \$15,000 for Places to Play projects; Walton County Healthcare Foundation reached to say that would like us to ask them for support of park development.

New Business:

Announcements:  
The next meeting will be May 10, 2018

The meeting was adjourned after a motion from Ross Bradley and a second from Wesley Sisk.



**To:** City Council, Committee, City Administrator  
**From:** Rodney Middlebrooks, Director of Water & Gas  
**Department:** Stormwater  
**Date:** 05/24/2018  
**Subject:** Approval – Rehab of Two Meadow Walk Subdivision Retention Ponds

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**Budget Account/Project Name:** Infrastructure Repair/Replacement

**Funding Source:** Capital Improvement Plan

**Budget Allocation:** \$100,000.00

**Budget Available:** \$,100,0000.00

**Requested Expense:** \$37,250.00

**Company of Purchase:** JT Magbe Contracting, LLC

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**Description:**

Approval for rehab of 2 of 3 retention ponds in Meadow Walk subdivision.

Staff recommends the APPROVAL to hire JT Magbe Contracting for the purpose of rehabbing 2 of 3 retention ponds in Meadow Walk subdivision.

**Background:**

Removal of all trees and woody saplings will be removed from inside the pond sites, chipped and/or mulched and spread on top of the dam and back slope of the dam. Removal of stone filter around the half round pipe drain and place new 1" stone filter at drain.

**Attachment(s):**

Cover Sheet  
JT Magbe bid  
Market Expansion Ventures bid  
SCA Construction bid  
The Dickerson Group Inc bid



7380 Spout Springs Rd.  
Suite 210-106  
Flowery Branch, GA.  
30542

*Adding Value To Your Property!*

# Estimate

Date	Estimate #
3/8/2018	1756

Name / Address		Project		
Monroe Stormwater		Meadow Walk DP 927 Rosewood		
Description	Qty	U/M	Rate	Total
<p>All trees and woody saplings will be removed from inside the pond area, chipped and/or mulched and spread on top of the dam and back slope of the dam. No wood chips or mulch will be inside the pond area. This pond appears to have a half round pipe covering the water quality orifices of the OCS. The stone filter around the half round pipe is completely silted over and a new 1" stone filter will be included in this proposal.</p> <p>CLear all soft and woody vegetation from Pond, Dam and Pipe Outfall from Outlet Control Structure to Headwall Including:</p> <p>1) Brushcut all soft vegetation, saw cut and remove "whole trees" from pond bottom. Rake and Blow soft cut vegetation from bottom of pond "Flood Areas" so cuttings do not flow over to OCS and plug up the Water Quality Stone Filter Drains before they decompose.</p> <p>2) Sawcut or Mulch all "Woody" type vegetation and trees from all slopes and top of dam. Mulched saplings left on the upper slopes will naturally help control future soil erosion of slopes to the pond bottom causing unnecessary silting in.</p> <p>3) Clear and/or mulch all trees and Vegetation from the back side of the Earthen Dam as per county regulations. Tree removal will ensure that trees will not blow over and roll the root ball out of the dam causing dam de-stabilization.</p> <p>4) Remove all vegetative growth and debris from the inside and outside of the Outlet Controle Structure and Water</p>	1	Ls	18,500.00	18,500.00
Thank you for the opportunity to bid on your project.			<b>Total</b>	

Signature

Phone #	E-mail	Web Site
678-960-9311	Jim@JTMAGBE.com	JTMAGBE.com



7380 Spout Springs Rd.  
Suite 210-106  
Flowery Branch, GA.  
30542

*Adding Value To Your Property!*

# Estimate

Date	Estimate #
3/8/2018	1757

Name / Address		Project		
Monroe Stormwater		Meadow Walk DP 1415 Meadow Ct.		
Description	Qty	U/M	Rate	Total
<p>All trees and woody saplings will be removed from inside the pond area, chipped and/or mulched and spread on top of the dam and back slope of the dam. No wood chips or mulch will be inside the pond area. This pond appears to not have a half round pipe over the OCS water quality orifices. Instead there may be a rebar trash rack instead but the silt is too deep to tell without mucking out the accumulated silt in front of the OCS. This proposal includes mucking out some of the silt out in front of the OCS.</p> <p>Clear all soft and woody vegetation from Pond, Dam and Pipe Outfall from Outlet Control Structure to Headwall Including:</p> <p>1) Brushcut all soft vegetation, saw cut and remove "whole trees" from pond bottom. Rake and Blow soft cut vegetation from bottom of pond "Flood Areas" so cuttings do not flow over to OCS and plug up the Water Quality Stone Filter Drains before they decompose.</p> <p>2) Sawcut or Mulch all "Woody" type vegetation and trees from all slopes and top of dam. Mulched saplings left on the upper slopes will naturally help control future soil erosion of slopes to the pond bottom causing unnecessary silting in.</p> <p>3) Clear and/or mulch all trees and Vegetation from the back side of the Earthen Dam as per county regulations. Tree removal will ensure that trees will not blow over and roll the root ball out of the dam causing dam de-stabilization.</p> <p>4) Remove all vegetative growth and debris from the inside</p>	1	Ls	18,750.00	18,750.00
Thank you for the opportunity to bid on your project.			<b>Total</b>	

Signature

Phone #	E-mail	Web Site
678-960-9311	Jim@JTMAGBE.com	JTMAGBE.com





7380 Spout Springs Rd.  
Suite 210-106  
Flowery Branch, GA.  
30542

*Adding Value To Your Property!*

# Estimate

Date	Estimate #
3/8/2018	1757

Name / Address		Project		
Monroe Stormwater		Meadow Walk DP 1415 Meadow Ct.		
Description	Qty	U/M	Rate	Total
and outside of the Outlet Control Structure and Water Quality Drain PVC end cap orifices.  5) Spot spray all "Woody" type stumps with an EPA approved Aquatic Herbicide so as to prevent them from putting out new growth shoots.  6) Pick up all trash (Bottles, Cans, ect.), remove and dispose.  7) Structural Component Check - Inspection of the Outlet Control Structure, Inlet Headwall Piping, Water Quality PVC Piping, Trash Rack and Emergency Spillway  8) Provide a Completion Report and Pictures.  9) Muck out silt directly in front of the OCS bowling the area to facilitate drainage.				
Thank you for the opportunity to bid on your project.			<b>Total</b>	\$18,750.00

Signature \_\_\_\_\_

Phone #	E-mail	Web Site
678-960-9311	Jim@JTMAGBE.com	JTMAGBE.com



**Estimate**

155 Hunters Run  
Jefferson, GA 30549

Date	Estimate #
2/12/2018	53

Name / Address
City of Monroe Monroe, GA Attn: Bill Braswell

			Project
Description	Qty	Rate	Total
Pond #1			
Clean out all trees on dam of pond. Replace rock on outlet structure and inlet pipe.			
Tree Removal-Cut and Remove All Trees	1	20,000.00	20,000.00
Tractor Work	1	4,000.00	4,000.00
Rock	1	3,000.00	3,000.00
Pond #2			
Tree Removal-Cut and Remove All Trees	1	13,000.00	13,000.00
Tractor Work	1	3,000.00	3,000.00
Rock	1	2,000.00	2,000.00
The above pricing is an estimate only. Prices subject to change based on actual scope of work.			
<b>Total</b>			<b>\$45,000.00</b>



**19 Blue Bird Cir / White, GA 30184 / 404-538-1769**  
**mailascaconstruction@gmail.com**

City of Monroe  
 927 Rosewood Ln and 1411 Meadow Ct.  
 Monroe, GA  
 c/o Bill Braswell  
 bbraswell@monroega.gov  
 C 770-294-0915

March 15, 2018

**Note: Tree tops and small trees will be chipped on site and spread for mulch. Large trees and sediment will be hauled away from site to area designated by City. All disturbed areas will be covered with mulch or straw mats and seeded with appropriate vegetation.**

**Scope of Work: Detention Pond 927 Rosewood Ln**

- Gain access to pond
- Cut down all trees in pond and on dam
- Cut down all existing vegetation to a height of 1 foot
- Run trees through chipper
- Spread chips outside pond
- Dredge to expose orifice and remove sediment
- Repair filter ring and splash pads
- Restore orifice as needed
- Cover disturbed areas with straw mats and seed
- Clean entire affected areas
- Restore access

**Scope of Work: Pond 1411 Meadow Ct**

- Gain access to pond
- Cut down all trees in pond and on dam
- Cut down all existing vegetation to a height of 1 foot
- Run trees through chipper
- Spread chips outside pond
- Dredge to expose orifice and remove sediment
- Repair filter ring and splash pads
- Restore orifice as needed
- Cover disturbed areas with straw mats and seed
- Clean entire affected areas
- Restore access

**Price ..... \$48,850.00**

## The Dickerson Group, Inc

871 Old Peachtree Rd, NW, Lawrenceville, GA - 30043.

Phone: (770) 513-4558 Fax: (770) 5134740

### City of Monroe: Clearing Of Two Retention Ponds

### Proposal

	DESCRIPTION	Sub-Total	Total Price
<b>1411 Meadow Court</b>			
1	Approximate Area: 38,000 <sup>2</sup> ft		
2	Scope of Work:		
3	Cut all trees at ground level, leaving the stumps & roots in place to help with natural erosion control. Larger trees ( $\geq 24"$ at 4' from ground) are to be cut and left on site in agreed areas beyond pond boundaries. General clearing & grubbing of smaller saplings, privet and other organic material. All trees to be mulched onsite, with the mulch spread over the pond banks. Remove all foreign detritus from pond basin (tyres, plastics, discarded waste and materials). Mat all banks and disturbed areas. Cost includes all necessary labour, materials & equipment. All project access areas shall be repaired and left in as-found condition or better. Chemical application is not included, but can added should the City require it. Pond repair, including base grading and all work necessary to make the retention pond compliant with City of Monroe specifications is not included as part of these scope of works.		
4	All products to be used on site are environmrntally safe & EPA approved. Care shall be taken to mitigate any unnecessary damage outside the area of work. DGI shall repair, to previously existing conditions or better, all access lanes used to entre the project.		
5	<b>Price for Meadow Court Retention Pond</b>	<b>\$26,850.00</b>	
<b>927 Rosewood Lane</b>			
1	Approximate Area: 70,000 <sup>2</sup> ft		
2	Scope of Work:		
3	Cut all trees at ground level, leaving the stumps & roots in place to help with natural erosion control. Larger trees ( $\geq 24"$ at 4' from ground) are to be cut and left on site in agreed areas beyond pond boundaries. General clearing & grubbing of smaller saplings, privet and other organic material. All trees to be mulched onsite, with the mulch spread over the pond banks. Remove all foreign detritus from pond basin (tyres, plastics, discarded waste and materials). Mat all banks and disturbed areas. Cost includes all necessary labour, materials & equipment. All project access areas shall be repaired and left in as-found condition or better. Chemical application is not included, but can added should the City require it. Pond repair, including base grading and all work necessary to make the retention pond compliant with City of Monroe specifications is not included as part of these scope of works.		
4	All products to be used on site are environmrntally safe & EPA approved. Care shall be taken to mitigate any unnecessary damage outside the area of work. DGI shall repair, to previously existing conditions or better, all access lanes used to entre the project.		
5	<b>Price for Rosewood Lane Retention Pond</b>	<b>\$44,780.00</b>	
<b>Total Cost For Both Ponds</b>			<b>\$71,630.00</b>



**To:** City Council, Committee, City Administrator  
**From:** Rodney Middlebrooks, Director of Water & Gas  
**Department:** Natural Gas  
**Date:** 05/24/2018  
**Subject:** Approval – Bryant Road Gas Main Replacement

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

**Funding Source:** Capital Improvement Plan

**Budget Allocation:** \$140,000.00

**Budget Available:** \$140,000.00

**Requested Expense:** \$17,100.00

**Company of Purchase:** Southern Pipeline

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**Description:**

Approval for gas main replacement along Bryant Road.

Staff recommends the APPROVAL to hire Southern Pipeline for construction/replacement of old gas main along Bryant Road.

**Background:**

During recent repairs of gas leaks along Bryant Road, it was determined the gas main has become deteriorated to the point that warrants replacement. This 2" main is currently steel and requires constant monitoring of cathodic protection to insure adequate readings. The steel main will be replaced with 2" plastic and will no longer require the protection needed for steel mains. Bids sought per policy and only received 2 bids.

**Attachment(s):**

Cover Sheet  
Southern Pipeline bid  
Harrison & Harrison bid







# Southern Pipeline

PO Box 98, Winder, GA 30680 | [jphommaly@southernpipeline.org](mailto:jphommaly@southernpipeline.org) | Phone: (678) 963-5676

## Church Street & Bryant Street Renewals

Walton, Monroe, Georgia

SOUTHERN PIPELINE

4/25/2018

County	City	Street	Pipe	Qty	Price	Total
Walton	Monroe	Bryant Street	2"PLS PIPE	800	\$11.00	\$8,800.00
Walton	Monroe	Bryant Street	2"PLS TIE-INS	1	\$1,000.00	\$1,000.00
Walton	Monroe	Bryant Street	2"STL KILL-OUTS	2	\$1,000.00	\$2,000.00
Walton	Monroe	Bryant Street	SERVICE TIE-OVERS	2	\$400.00	\$800.00
Walton	Monroe	Bryant Street	2"STLxPLS TIE-IN	1	\$4,500.00	\$4,500.00
				Quantity	Subtotal Price	\$17,100.00

GRAND TOTAL
<b>\$17,100.00</b>

**Harrison & Harrison, Inc.**


P O Box 5635  
 Athens, GA. 30604  
 (706)549-2555  
 (706)549-1504

City of Monroe, Georgia

**QUOTE**

Quote Date: 4/12/2018

Job Name: City of Monroe, Ga  
 Install 2" PE Gas Main  
 Bryant Road from  
 East Marable Street To  
 Stowers Street

DESCRIPTION	Unit Price	TOTAL
Install 2" PE Gas Main- Approximately 800 L.F.	\$14.00	\$11,200.00
2" PE Tie-In- Approximately 1 each	\$750.00	\$750.00
One Tap- Approximately 1 each	\$2,200.00	\$2,200.00
One Tap, Stop, Cut & Cap- Approximately 2	\$2,200.00	\$4,400.00
Short Side Service Conversion- Approximately 2 Each	\$400.00	\$800.00
Excess Flow Valve Installation- Approximately 2 Each	\$50.00	\$100.00
<p><u>Note:</u>            Quantities above are approximate. We will invoice per amount of pipe footage installed, per service conversions done, excess flow valves installed, PE tie-ins done, taps done and (taps, stops, cuts and caps done).</p> <p><u>Unit Prices:</u>            Rock Removal- \$200.00 Per L.F.</p>		
<p>Respectfully Submitted,</p>  <p>Michael Freeman            Harrison &amp; Harrison, Inc.</p>		
		<b>\$ 19,450.00</b>



**To:** City Council, Committee, City Administrator  
**From:** Rodney Middlebrooks, Director of Water & Gas  
**Department:** Water Treatment Plant  
**Date:** 05/24/2018  
**Subject:** Approval – Media Blasting of Interior Walls at older Water Treatment Plant Building

---

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

**Funding Source:** Capital Improvement Plan

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

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

**Requested Expense:** \$24,000.00

**Company of Purchase:** JNR & Associates LLC

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**Description:**

Approval for media blasting of interior walls.

Staff recommends the APPROVAL to hire JNR & Associates to media blast the interior walls of the old water plant.

**Background:**

Staff has begun construction on old water plant to accommodate new offices for water, sewer, gas, and Stormwater departments. After looking at construction costs, we determined it would be more cost effective to media blast the interior walls and preserve the original building brick. Bids were sought by policy and received 2 bids but only one could provide Dryfall spray for ceiling. This would also save money from installing ceiling tiles in the building.

**Attachment(s):**

2 Bids



37 & Associates LLC

PO BOX 117  
Good Hope, GA 30641

# Estimate

Date	Estimate #
4/26/2018	177

Name / Address
City of Monroe Water Department Marable St, Monroe

			Project
Description	Qty	Rate	Total
Price includes labor and material Scrape and paint ceiling with Dryfall Apply stripper on brick walls and pressure wash interior brick walls Clean up all debris and depose all material		24,000.00	24,000.00
		<b>Total</b>	\$24,000.00

## UGLY BLASTER

## MOBILE DUSTLESS MEDIA BLASTING

INVOICE # 411

Ron Maddox

1529 Hunters Hollow, Monroe GA 30655

[ron@uglyblaster.com](mailto:ron@uglyblaster.com)[www.uglyblaster.com](http://www.uglyblaster.com)

TO City of Monroe

Rodney Middlebrooks

Water Department on Broad Street

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
PROPOSAL # 1	DUSTLESS BLAST INTERIOR WALLS  2 WALLS, 175 FOOT AND 24 FOOT WALL BLASTED  BRICKS AND MORTAR BLASTED TO EXPOSE BRICK  CLEAN UP AND REMOVE ALL USED MEDIA		\$10,728.
PROPOSAL # 2	DUSTLESS BLAST 3 <sup>RD</sup> INTERIOR WALL, 175 FOOT  BRICKS AND MORTAR BLASTED TO EXPOSE BRICK  CLEAN UP AND REMOVE ALL USED MEDIA		\$9,450.
SUBTOTAL			
SALES TAX			

Quotation prepared by: Ron Maddox \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!



**To:** Utility Committee, City Council  
**From:** Brian Thompson, Director of Electric & Telecommunications  
Chris Bailey, Central Services Manager  
**Department:** Electric  
**Date:** 05/29/2018  
**Subject:** Purchase - Electric Line Truck

---

**Budget Account/Project Name:** 2018 Electric CIP Budget

**Funding Source:** 2018 Electric CIP Budget

**Budget Allocation:** \$215,000.00

**Budget Available:** \$215,000.00

**Requested Expense:** \$190,560.00

**Company of Purchase:** Altec Industries, thru NJPA

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**Description:**

Approval is being sought for the purchase of an Altec AA55E Articulating Non-Overcenter Aerial Device on a 2019 Freightliner M2-106 chassis. This purchase will be made using the NJPA national contract pricing for \$190,560 with a 330-360 day lead time delivered. This will replace a 1998 TECO Material Handling Truck that can no longer be serviced by Altec, as TECO is no longer in business and parts are lacking. The aerial unit will be removed and the truck chassis will be used in another capacity.

Staff recommends the Approval of the purchase of an Altec AA55E Articulating Non-Overcenter Aerial Device on a 2019 Freightliner M2-106 chassis using the NJPA national contract pricing for \$190,560. This purchase follows all procurement policy guidelines for State/National Contract Purchases.

**Background:**

It is the practice of the City of Monroe to continually identify and replace vehicles/equipment that are no longer safe for operation; and to convert, where possible, those items into other usable capacities.

**Attachment(s):**

NJPA Quotation – 1 page

Specifications – 20 pages



Altec Industries, Inc.

Opportunity Number: 796691

Quotation Number: 388908

NJPA Contract #: 012418-ALT

Date: 5/10/2018

Quoted for: City of Monroe

Customer Contact:

Phone: /Fax: /Email:

Quoted by: Lindsey Streng

Phone: /Fax: /Email: 540-591-9417 lindsey.streng@altec.com

Altec Account Manager: Tim Luker

**REFERENCE ALTEC MODEL**

AA55	Non-Overcenter Aerial Device with Material Handling (Insulated)	\$168,508
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**(A.) NJPA OPTIONS ON CONTRACT (Unit)**

1	AA55-ESR	Extended Side Reach	\$4,283
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**(A1.) NJPA OPTIONS ON CONTRACT (General)**

1	MHW	HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity,	\$8,046
2	CG	Cab Guard	\$2,775
3	RW	Rear Window Guard	\$263

**NJPA OPTIONS TOTAL:** \$183,875**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY	Custom Body	\$1,358
4	BODY & CHASSIS ACC		
5	ELECTRICAL	4-Corner Strobes, Flood Lights, Go Lights, Inverter	\$4,497
6	FINISHING		
7	CHASSIS		
8	OTHER		

**OPEN MARKET OPTIONS TOTAL:** \$5,855**SUB-TOTAL FOR UNIT/BODY/CHASSIS:** \$189,730

Delivery to Customer: \$830

**TOTAL FOR UNIT/BODY/CHASSIS:** \$190,560**\*\*Pricing valid for 45 days\*\*****NOTES****PAINT COLOR:** White to match chassis, unless otherwise specified**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.**TO ORDER:** To order, please contact the Altec Account Manager listed above.**CHASSIS:** Per Altec Commercial Standard**DELIVERY:** No later than 330-360 days ARO, FOB Customer Location**TERMS:** Net 30 days**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.**BUILD LOCATION:** Roanoke

**Prepared for:**  
ALTEC INDUSTRIES  
DALEVILLE  
325 SOUTH CENTER DRIVE  
DALEVILLE, VA 24063  
Phone: 540-966-2908

**QUOTE ID**  
**MONR33K18S-15M AA55E**

**Prepared by:**  
Shane Hall  
Peach State Freightliner  
1755 Dry Pond Road  
Jefferson, GA 30549  
Phone: 7063678998

**Q U O T A T I O N**

**M2 106 CONVENTIONAL CHASSIS**

SET BACK AXLE - TRUCK  
CUM B6.7 250 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @  
1600 RPM  
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH  
PTO PROVISION  
MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE  
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING  
REAR SUSPENSION WITH LEAF SPRING  
HELPER

DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP  
SINGLE FRONT AXLE  
14,600# TAPERLEAF FRONT SUSPENSION  
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL  
CAB  
4825MM (190 INCH) WHEELBASE  
11/32X3-1/2X10-15/16 INCH STEEL FRAME  
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI  
2550MM (100 INCH) REAR FRAME OVERHANG

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*A proposal for*  
**ALTEC INDUSTRIES DALEVILLE**  
**CITY OF MONROE**

*Prepared by*  
**Peach State Freightliner**  
*Shane Hall*

*Sep 25, 2017*

**2019 Freightliner M2 106**  
**4X2 @ 33,000 GVWR DERATE**

*CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.45 in*  
*CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 121.45 in*



Components shown may not reflect all spec'd options and are not to scale

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## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-15M	M2 PRL-15M (EFF:10/25/16)		
<b>Data Version</b>			
DRL-021	SPECPRO21 DATA RELEASE VER 021		
<b>Interior Convenience/Driver Retention Package</b>			
055-998	NO INTERIOR CONVENIENCE PACKAGE		
<b>Vehicle Configuration</b>			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 13000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
<b>Truck Service</b>			
AA3-006	UTILITY BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 1.0 ft		
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in		
AF3-1EN	ALTEC		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
<b>Engine</b>			
101-21U	CUM B6.7 250 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
<b>Electronic Parameters</b>			
79A-072	72 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

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Data Code	Description	Weight Front	Weight Rear
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		

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Data Code	Description	Weight Front	Weight Rear
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

#### Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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#### Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-022	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-013	S1 PREFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84G-017	2500 RPM PRIMARY MODE SHIFT SPEED

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Data Code	Description	Weight Front	Weight Rear
84H-017	2500 RPM SECONDARY MODE SHIFT SPEED		
84L-010	DISABLE - LOAD BASED SHIFT SCHEDULE, DISABLE - VEHICLE ACCELERATION CONTROL		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-1Y0	(2) CUSTOMER INSTALLED CHELSEA 277 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

### Front Axle and Equipment

400-1EA	DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE

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Data Code	Description	Weight Front	Weight Rear
<b>Front Suspension</b>			
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-014	LEFT AND RIGHT FRONT SHACKLE PINS WITH ZERK FITTINGS OUTBOARD		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-557	5.57 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		

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Data Code	Description	Weight Front	Weight Rear
<b>Brake System</b>			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-090	STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
<b>Trailer Connections</b>			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE		
<b>Wheelbase &amp; Frame</b>			
545-482	4825MM (190 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	70	130
552-063	2550MM (100 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-40	180
549-093	8 INCH BOLT ON FRONT FRAME EXTENSION	55	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 121.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 319.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 124.45 in		

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Data Code	Description	Weight Front	Weight Rear
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 129.85 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 109.82 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-010	CROSSMEMBER FLUSH WITH BACK OF CAB		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-063	STANDARD REARMOST CROSSMEMBER WITH DOUBLE STANDARD CROSSMEMBER SPACING		
565-001	STANDARD SUSPENSION CROSSMEMBER		
<b>Chassis Equipment</b>			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
489-998	NO TIRE PRESSURE CONTROL/SENSOR		
605-103	CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
<b>Fuel Tanks</b>			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		

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Data Code	Description	Weight Front	Weight Rear
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>			
093-1AX	MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES	24	
094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20	
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS		
505-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
50W-998	NO RIM/WHEEL TIRE PRESSURE SENSOR		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-998	NO GRAB HANDLES		
646-011	STATIONARY PAINTED FULL GRILLE FOR CHASSIS WITHOUT INTEGRAL FRONT FRAME EXTENSIONS	5	
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
726-002	DUAL ELECTRIC HORNS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		



**Prepared for:**  
 ALTEC INDUSTRIES  
 DALEVILLE  
 325 SOUTH CENTER DRIVE  
 DALEVILLE, VA 24063  
 Phone: 540-966-2908

**QUOTE ID**  
**MONR33K18S-15M AA55E**

**Prepared by:**  
 Shane Hall  
 Peach State Freightliner  
 1755 Dry Pond Road  
 Jefferson, GA 30549  
 Phone: 7063678998

<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

### **Cab Interior**

707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM

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Data Code	Description	Weight Front	Weight Rear
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1ED	2 MAN TOLL BOX MID BACK NON SUSP. FRONT PASSENGER SEAT WITH 3.0" X4.75" CUT OUT IN TOOL BOX BACK PANEL FOR HARNESS		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE

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Data Code	Description	Weight Front	Weight Rear
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
87P-001	CAB AUXILIARY POWER CABLE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		

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Data Code	Description	Weight Front	Weight Rear
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
869-998	NO MISCELLANEOUS GAUGES		

#### Design

065-000	PAINT: ONE SOLID COLOR		
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#### Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
98K-998	NO FUEL TANK CABINET PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
969-099	17 DIGIT BAR CODE INSIDE LH DOOR		
963-003	STANDARD E COAT/UNDERCOATING		

#### Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
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#### Sales Programs

RZ1-998	NO ZONAR SERVICE SELECTED		
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### TOTAL VEHICLE SUMMARY

#### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	6414 lbs	4134 lbs	10548 lbs
Total Weight*	6414 lbs	4134 lbs	10548 lbs

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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

### G V W R

#### VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model .....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	13000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	20000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs) .....	33000
Expected GCW (lbs) .....	0.0
Front Axle (400).....	DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620) .....	14,600# TAPERLEAF FRONT SUSPENSION
Front Hubs (418) .....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502) .....	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS
Front Tires (093).....	MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 15X4 Q+ CAM FRONT BRAKES
Steering Gear (536).....	TRW THP-60 POWER STEERING
Rear Axle (420) .....	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622) .....	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Hubs (450) .....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
Rear Tires (094) .....	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423) .....	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443) .....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626) .....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509) .....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

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**TABLE SUMMARY - GVWR**

	Front	Rear
<b>Axle Component Weight Ratings</b>		
Axles	13000	21000
Suspension	14600	23000
Hubs	14000	26000
Brakes	13300	21000
Wheels	14800	29600
Tires	13220	23360
Power Steering	13300	N/A
GAWR (per axle)	13000	21000
GAWR (per axle system)	13000	21000
Expected Load (per axle system)	13000	20000
<b>Vehicle GVWR Summary</b>		
Calculated GVWR	34000	
Expected GVWR	33000	
All weights displayed in pounds		

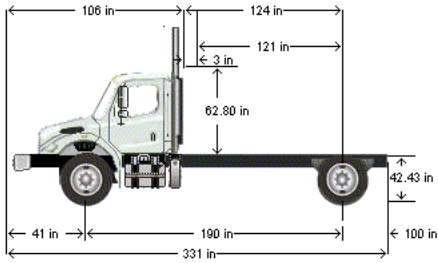
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model .....	M2106
Wheelbase (545) .....	4825MM (190 INCH) WHEELBASE
Rear Frame Overhang (552) .....	2550MM (100 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) .....	NO FIFTH WHEEL
Mounting Location (577) .....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) .....	0
Maximum Rearward Position (in) .....	0
Amount of Slide Travel (in) .....	0
Slide Increment (in) .....	0
Desired Slide Position (in) .....	0.0
Cab Size (829) .....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) .....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) .....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

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**TABLE SUMMARY - DIMENSIONS**

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	124.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	121.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	224.4
Cab Height (CH)	62.8
Wheelbase (WB)	190.0
Frame Overhang (OH)	100.0
Overall Length (OAL)	330.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



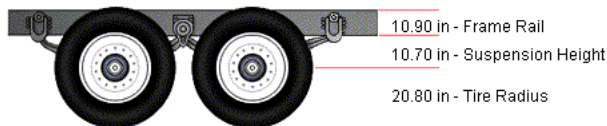
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### UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Frame (in)	N/A	42.40



### VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model ..... M2106  
 Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
 Frame Rails (546) ..... 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)  
     Web Height (in) ..... 10.9375  
     Flange Thickness (in) ..... 0.34375  
 Rear Suspension (622) ..... 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER  
 Rear Suspension Ride Height (621) ..... SPRING SUSPENSION - 1.00" AXLE SPACER  
 Axle C/L to Bottom of Frame (in) ..... 10.688  
 Rear Tires (094) ..... MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES  
     Unladen Radius (in) ..... 20.8  
 Fifth Wheel (578) ..... NO FIFTH WHEEL  
     Requested Min Height (in) ..... 0.0  
     Requested Max Height (in) ..... 1  
     Fifth Wheel Leg Height (582) ..... NO FIFTH WHEEL LEG HEIGHT  
 Rear Tow Device (587) ..... NO REAR TOWING DEVICE  
     Requested Min Height (in) ..... 0.0  
     Requested Max Height (in) ..... 0.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



**To:** Utility Committee, City Council  
**From:** Chris Bailey, Central Services Manager  
**Department:** Electric  
**Date:** 05/29/2018  
**Subject:** Purchase - Electric Material

---

**Budget Account/Project Name:** Customer Reimbursement

**Funding Source:** Customer Reimbursement

**Budget Allocation:** \$0.00

**Budget Available:** \$0.00

**Requested Expense:** \$168,361.60      **Company of Purchase:** Stuart C. Irby Company

---

**Description:**

Approval is being sought for the purchase of electrical distribution material for the Stone Creek development from Stuart C. Irby Company for a total cost of \$168,316.60. This material will provide City of Monroe electric service to this development.

Staff recommends the Approval of the purchase of electrical distribution material for the Stone Creek development from Stuart C. Irby Company for a total cost of \$168,316.60. This material will provide City of Monroe electric service to this development. This purchase follows all procurement policy guidelines for Sealed Bid Purchases.

**Background:**

It is the practice of the City of Monroe to continually expand utility infrastructure where territorial possible and profitable in order to increase overall revenues.

**Attachment(s):**

Bid Solicitation & Quotation Breakdown – 3 pages



## Electric Distribution Materials Bid

**April 23, 2018**

The City of Monroe will be accepting bids to purchase electric line distribution materials. The overall scope of the bid will involve the purchase of material needed to construct an electric distribution line in Stone Creek Subdivision. All submitted bids should follow instructions, provide pricing and be complete in scope as requested by the City of Monroe. Detail may be provided with each line item, and in some cases will be required as an explanation to the approach of execution of that particular item. For line items with part number listed, only that part number or direct equal will be accepted.

Bids are to be submitted by mail or in person, no later than **May 30, 2018 at 2:00 pm**. Be sure the submission is in a completely sealed package. The address of submission is as follows:

City of Monroe  
 Stone Creek Electric ITB  
 Attn: Chad Gravette  
 215 North Broad Street  
 Monroe, GA 30655

The items of requested bid are as follows:

Part Code	Part Description	QTY	U.O.M
164J3-5	JUNCTION, 3-Point, 15kv, 200AMP	1	EACH
164J4-5	JUNCTION, 4-Point, 15kv, 200AMP	12	EACH
PSMTL350-6S	CONNECTOR, SECONDARY BAR, 6-HOLE, 350MCM	96	EACH
	2" HDPE INNERDUCT W/TAPE SDR 13.5	20000	FEET
	3" HDPE INNERDUCT W/TAPE SDR 13.5	4500	FEET
	CROSSARM, 8' FIBERGLASS	2	EACH
ZRP010-0000000	ARRESTER, SURGE, RISER POLE, 10KV	6	EACH
167ESA-10	ELBOW, SURGE ARRESTER, 10KV	8	EACH
	BOLT, CARRIAGE, 3/8" x 4-1/2"	4	EACH
J8812	BOLT, MACHINE, 5/8" x 12"	10	EACH
	BOLT, MACHINE, 5/8" X 6"	4	EACH
	BOOT, U-GUARD, 4"	2	EACH
G3MA013613DD	BRACKET, CUTOUT & ARRESTER, 3-PHASE, DOUBLE POSITION (FIBERGLASS)	2	EACH
1601A4	BUSHING, INSERT – 15KV	64	EACH
	CABLE LUBRICANT- POLYWATER (BUCKET)	5	EACH
160DRGA(3)	CAP, INSULATING W/GROUND, 15KV	12	EACH
ND-2322248-MG-112-X-X	CABINET, TERMINATING, SINGLE PHASE	1	EACH
ND552454-MG-101-XX	CABINET, TERMINATING, 3-PHASE	4	EACH
J0313	CLEVIS, SECONDARY	2	EACH
	CLAMP, GROUND ROD, FOR 5/8" ROD	103	EACH
C720-213P	CUTOUT, 100 AMP-15KV (110 BIL), LOADBREAK CUTOUT W/ ARC CHUTE INTERRUPTER	6	EACH
161LR-C-5240	ELBOW, LOADBREAK, 200 AMP, 220 MIL – 1/0 AWG	90	EACH
	GRIP, UG PRIMARY CABLE, (KELLUM), SIZE- 1/0	6	EACH



HPI-55-4	INSULATOR, PIN TYPE, F-NECK 15KV, POLYMER	6	EACH
53-1	INSULATOR, SPOOL, PORCELAIN, 2"	2	EACH
	LUG, TRANSFORMER, GROUNDING	64	EACH
	MARKING TAPE, DIRECT BURIAL, 1000' ROLL- (RED)	10	EACH
	OH WIRE, 2 AWG, 7-STRAND BARE COPPER, 25# REEL (122')	34	EACH
	PAD, POLYMER CONCRETE, FOR 1-PHASE TRANSFORMER, 42" x 42"	32	EACH
STERLING JUNIOR PADLOCK	PADLOCK (KEYED)	85	EACH
161SOP	PARKING STAND, 15KV	8	EACH
J740Z	PIN, POLE TOP	2	EACH
J203Z	PIN, CROSSARM, STEEL, 5/8" X 10-3/4"	4	EACH
	ROD, GROUND, COPPER WELD 5/8" x 8'	103	EACH
PSC2050504	SCREW, RISER GUARD	60	EACH
AGNS-14LP-L350	PEDESTAL, SECONDARY, W/SEONDARY BARS	48	EACH
	STIRRUP, 266-1033 ACSR, 300-1192.5 AAC	6	EACH
	TAG, UG MARKING FOR PRIMARY CABLE	64	EACH
	TAG, UG MARKING FOR SERVICE CABLE	125	EACH
5641-1/0	TERMINATION KIT, UG PRIMARY JACKETED CABLE, 1/0 AL, 15KV	6	EACH
	U-GUARD, POLYETHYLENE, 4" X 10'	10	EACH
WITH FAULT INDICATOR	TRANSFORMER, PADMOUNT, 1-PHASE, 25KVA, 7200/12470Y, 120/240	11	EACH
WITH FAULT INDICATOR	TRANSFORMER, PADMOUNT, 1-PHASE, 37.5KVA, 7200/12470Y, 120/240	14	EACH
WITH FAULT INDICATOR	TRANSFORMER, PADMOUNT, 1-PHASE, 50KVA, 7200/12470Y, 120/240	7	EACH
	UG PRIMARY CABLE-15KV, 1/0 AWG AL CONDUCTOR, 220 MILS EPR INSULATION, FULL CONCENTRIC NEUTRAL	21000	FEET
STEPHENS	UG WIRE, 2 AWG AL TRIPLEX	250	FEET
WESLEYAN	UG WIRE, 350 MCM AL TRIPLEX	2500	FEET
SWEETBRIAR	UG WIRE, 4/0 AWG AL TRIPLEX	13500	FEET
	WIRE, INSULATED RISER #6 SOL, SOFT DRAWN, COPPER	90	FEET
	WASHER, SQUARE, 2-1/2" x 2-1/2" x 5/8"	18	EACH

Bids will be evaluated by either lowest total price or lowest price by line item, whichever proves to be more beneficial to the City of Monroe based on price and lead times. The City of Monroe reserves the right to reject any or all bids. We thank you in advance for your bid submission and welcome any questions you may have during the process.

Chad Gravette  
City of Monroe  
P.O. Box 1249  
Monroe, GA 30655  
(770) 266-5415



### Bid Summary

Stuart C Irby CO	\$168,316.60
Gresco	\$179,571.35
Wesco Distribution	\$129,788.15 Incomplete Bid
Tri-State	\$110,399.50 Incomplete Bid
Genuine Cable	\$18,965.00 Incomplete Bid
Anixter	No Bid



**To:** Public Safety Committee, City Council  
**From:** Logan Propes, City Administrator  
Chris Bailey, Central Services Manager  
**Department:** Public Safety, Police  
**Date:** 05/29/2018  
**Subject:** Approval – Police Department Design Selection

---

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

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

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

---

**Description:**

Approval is being sought for the acceptance of the Sizemore Group as the principal design build consultants for the Police Department at the Plaza Shopping Center. This approval is for the selection of the company only, and no finances are requested at this time. The proposed cost with the chosen alternate design build is approximately \$2.7 to \$3.0 million as a completed construction project.

Staff recommends the Approval for the acceptance of the Sizemore Group as the principal design build consultants for the Police Department at the Plaza Shopping Center. This approval is for the selection of the company only, and no finances are requested at this time. This purchase follows all procurement policy guidelines for Professional Services, but also sought multiple designs and presentations for the project.

**Background:**

It is the practice of the City of Monroe to continually focus providing the best facilities and services for all areas of the City of Monroe, and when capable providing for expansion and needed upgrades to existing facilities.

**Attachment(s):**

Sizemore Group Presentation – 21 pages



## City of Monroe



Law Enforcement | Municipal Courts Building  
April 12, 2018



## ABOUT THE FIRM

- Over 44 Years of Experience
- Our Mission: To fill every project with a spirit of community, to create sustainable environments that serve common good
- Services include Planning, Programming, Facilities Assessments, New Design, Renovation/adaptive reuse and Interior Design
- Ongoing Principal-level involvement in all our projects
- Specialize in projects that improve communities



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## OUR UNIQUE QUALIFICATIONS

- Decades of Experience in Police and Courts Facilities Planning & Design
- Focus on being good Stewards (Optimizing) the City's Resources
- Experience Retrofitting Commercial Properties
- Experience with Design /Build
- We Listen, are Highly Responsive

 LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING 

## GOALS: Form, Function, Economic, Time

- To meet Program and Facility needs
- To provide an Economic and Functional space to grow
- To provide for secure police parking and public parking
- To be an Energy Efficient Building
- Comprehensive Budget



 LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING 



## OUR TEAM



**Lily del C. Berrios, AIA, LEED AP BD+C – Principal-In-Charge**

- 39 Years of Award-winning Experience
- Smyrna Municipal Buildings Experience
- Depth of Experience in Renovations



**William J. de St. Aubin, AIA, LEED AP – Project Manager**

- 35 Years of Award-winning Experience
- Municipal Courts Expert
- Multiple Police and Courts Projects
- National Expertise in Mall Retrofits



**David Serna – Courts Planner & Architectural Intern**

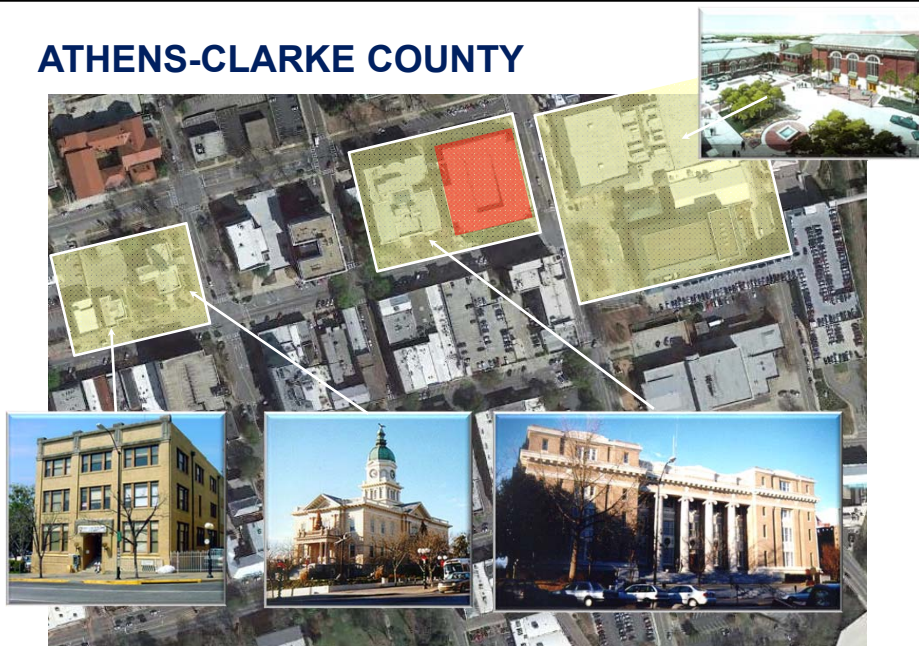
- 2 Years of Courts Experience
- Experience in Renovations



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## ATHENS-CLARKE COUNTY



5 Buildings (3 on historic Register) 26 Departments  
**SHARED PARKING STRATEGY**

LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING

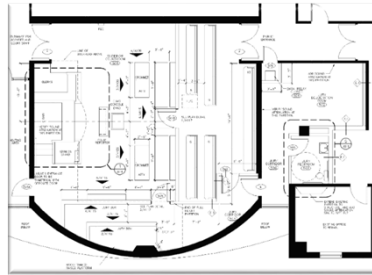


## ATHENS-CLARKE COUNTY

- Alternative Dispute Resolution Center. *Programming and Interior Design*
- City Hall. *Renovations*
- Juvenile Court. *Programming and Interior Design*
- Clerk of Superior Court. *Programming and Interior Design*
- Probate Court. *Programming and Interior Design*
- Sheriff's Department. *Programming and Interior Design*
- State Court. *Programming and Interior Design*
- **Strategic Space Allocation Program. I & II**  
*Planning Study and Building Assessment*



Satula Avenue Administration Building. *Programming, Interior Design and Renovation Services*



Municipal Court. *Programming and Interior Design*



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## HALL COUNTY



4 Buildings – Court & Admin

LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## HALL COUNTY



FLOOR PLAN FOURTH LEVEL



FLOOR PLAN THIRD LEVEL



FLOOR PLAN FIRST LEVEL



- Public Lower Level
- Chamber in Old Office space
- Open Floor Plan

**Kept Open Plan** and Majority of existing offices to keep costs down



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## HALL COUNTY



**Improved Safety**

Hall County Juvenile Courthouse Annex



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



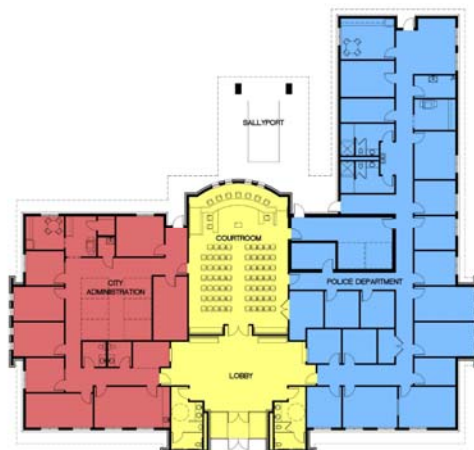
## STONE MOUNTAIN POLICE STATION/CITY HALL



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## STONE MOUNTAIN POLICE STATION/CITY HALL



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING





## DEKALB COUNTY



Juvenile Court – LEED

**Open-End Consultant for all public facilities** starting with  
Juvenile Courts Assessment and Programming for funding strategies



Bobby Burgess Public Safety



Magistrate Court



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## MARIETTA PUBLIC SAFETY BUILDING



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## GWINNETT PUBLIC SAFETY BUILDING



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



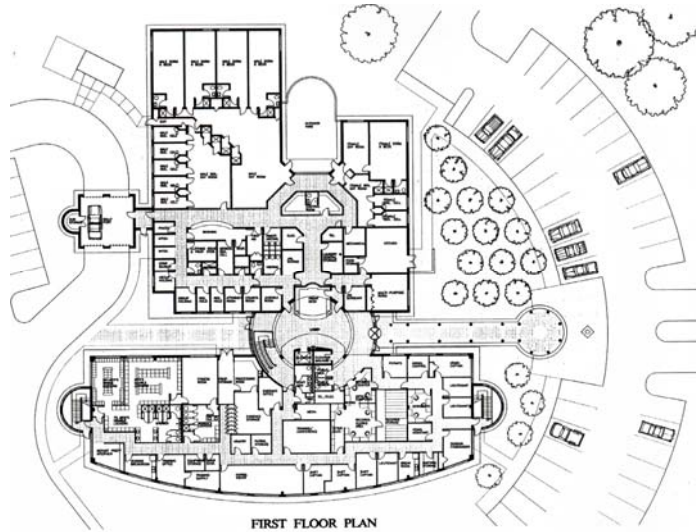
## SMYRNA PUBLIC SAFETY BUILDING



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## SMYRNA PUBLIC SAFETY BUILDING



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



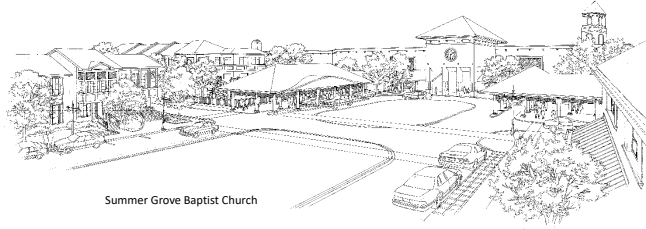
## RETROFITS OF COMMERCIAL



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## RETROFITS OF COMMERCIAL



Summer Grove Baptist Church



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## RETROFITS OF COMMERCIAL



Cobb County Senior Center & Government Offices Retrofit



Cobb County Government Center Retrofit



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING





## ENTRANCES



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING

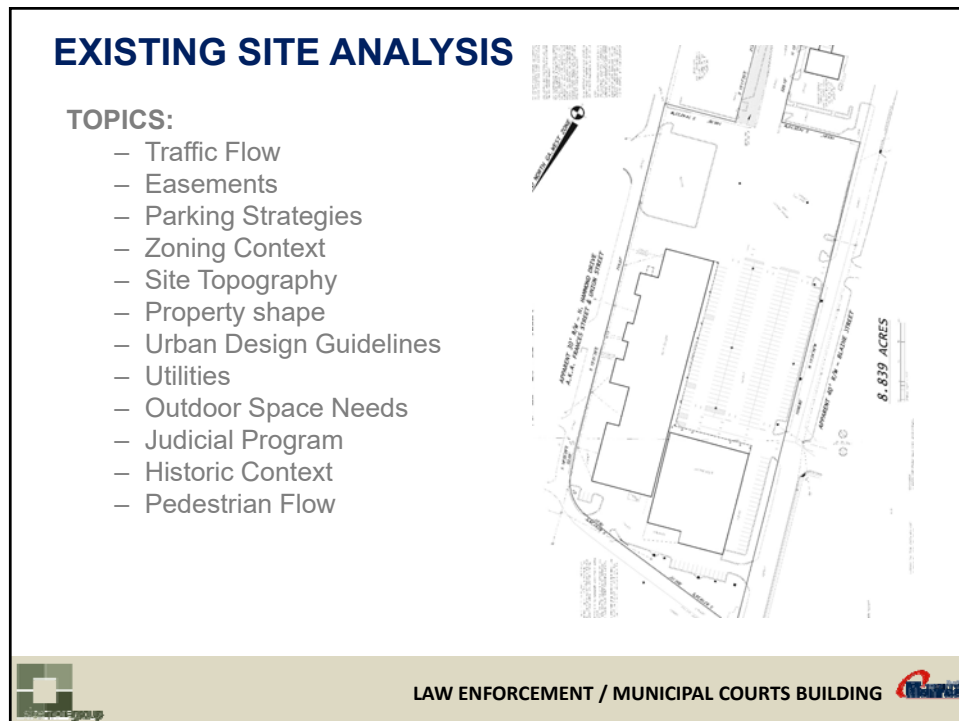
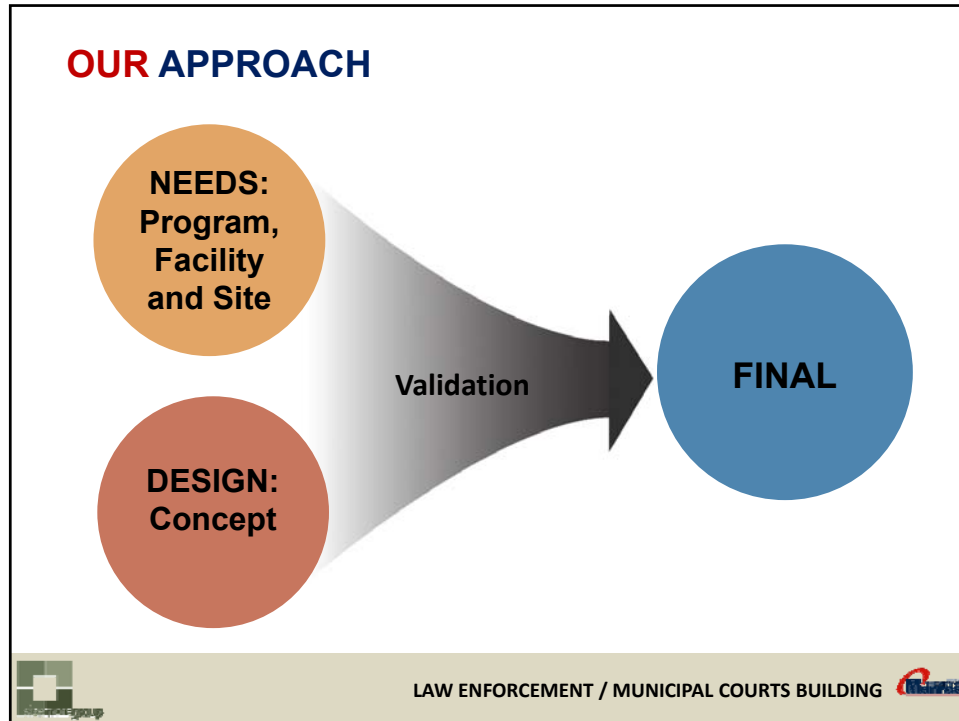


## CONTEXT



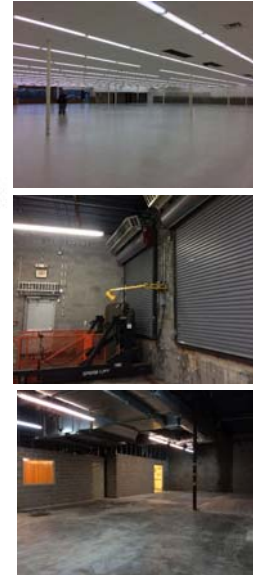
LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING





# EXISTING BUILDING ANALYSIS

- Age and condition of Building(s), Systems and Finishes
- Current utilization and flow
- Security Issues "Safety Conflicts"



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



# NEEDS

CITY OF MONROE New POLICE HEADQUARTERS and MUNICIPAL COURT

Police				
	Units	ASF / Unit	ASF	Comments
Amory	1	200	200	
Tactical Equipment Room	1	400	400	
Open Office - Criminal	12	80	960	
Open Office - Field	6	80	480	
Open Office - Bike	6	80	480	
Open Office -Uniform Division/ K-9			0	
Front Clerk	1	150	150	
Secure Evidence	1	200	200	
Interview Rooms	3	100	300	
Interview Monitoring Room	1	150	150	
IT Room	1	150	150	
Server Room	1	100	100	
Drug Processing Room	1	150	150	
Gym w/ Showers + Locker	1	500	500	
Laundry	1	100	100	
Crime Lab Testing	1	250	250	
Four Holding Cell	4	80	320	
Break Room	1	150	150	
Briefing/Training	25	30	750	
Drive In Garage/Sally Port			0	
Offices	20	125	2,500	
Conference Room	12	30	360	
Total ASF			8,650	
Total GSF	Ratio:	0.55	15,727	



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## NEEDS

### CITY of MONROE New POLICE HEADQUARTERS and MUNICIPAL COURT

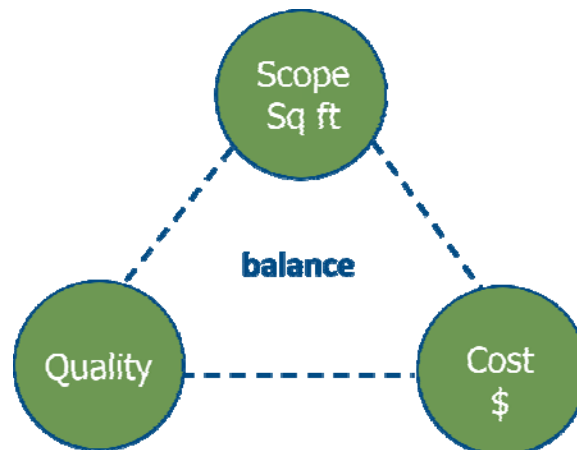
Court	Units	ASF / Unit	ASF	Comments
Court Room	350	10	3,500	
Probation Area Conference Room	20	30	600	Seats 30
Judge Chambers	1	200	200	
Solicitor Office	1	120	120	
Solicitor Pre Trial Area	1	200	200	
Clerk Office	1	120	120	
Clerk Storage	1	50	50	
Reception / Deputy Clerk Office - work area	4	64	256	Open stations 8 x 8
Reception area	0	200	0	Shared with Police
Front Clerk	0	100	0	Shared with Police
Total ASF			5,046	
Total GSF	Ratio:	0.6	8,410	
COMBINED POLICE + COURT TOTAL GSF			25,270	Exterior Sally Port
COMBINED POLICE + COURT TOTAL GSF			26,603	Interior Sally Port



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## BALANCED BUDGET FOR FUNDING



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



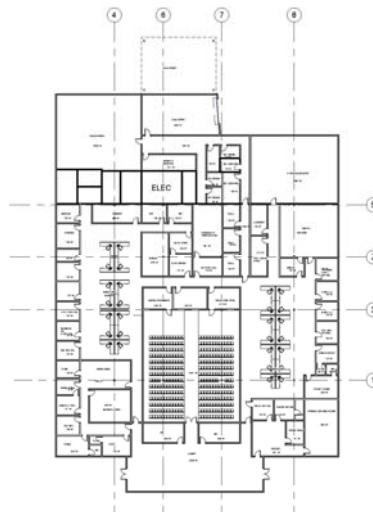
## CONCEPT 1 – SITE



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



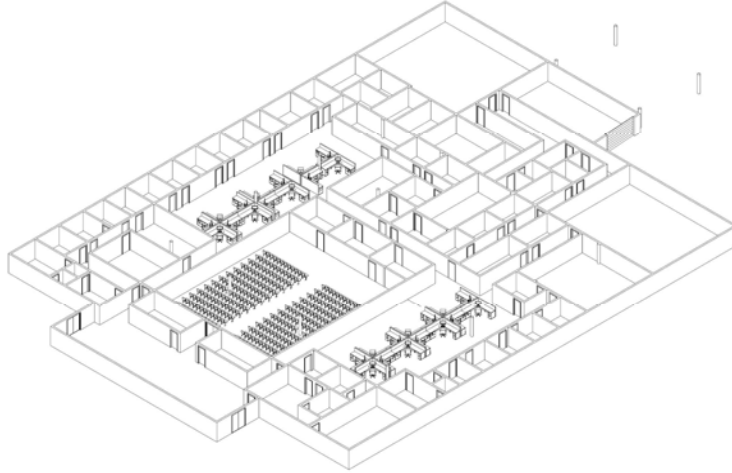
## CONCEPT 1 – BUILDING PLAN



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## CONCEPT 1 – IMAGE



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## CONCEPT 2 – SITE



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



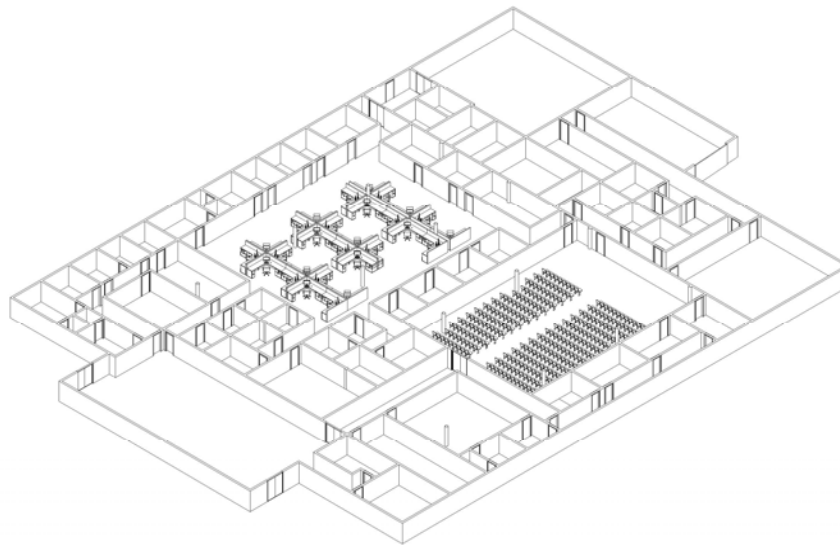
## CONCEPT 2 – BUILDING PLAN



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## CONCEPT 2 – IMAGE



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING





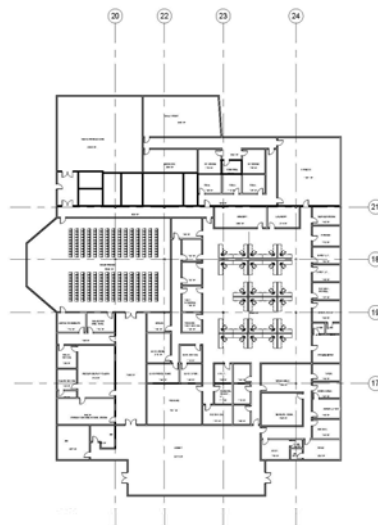
## CONCEPT 2 (alt) – SITE



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## CONCEPT 2 (alt) – BUILDING PLAN

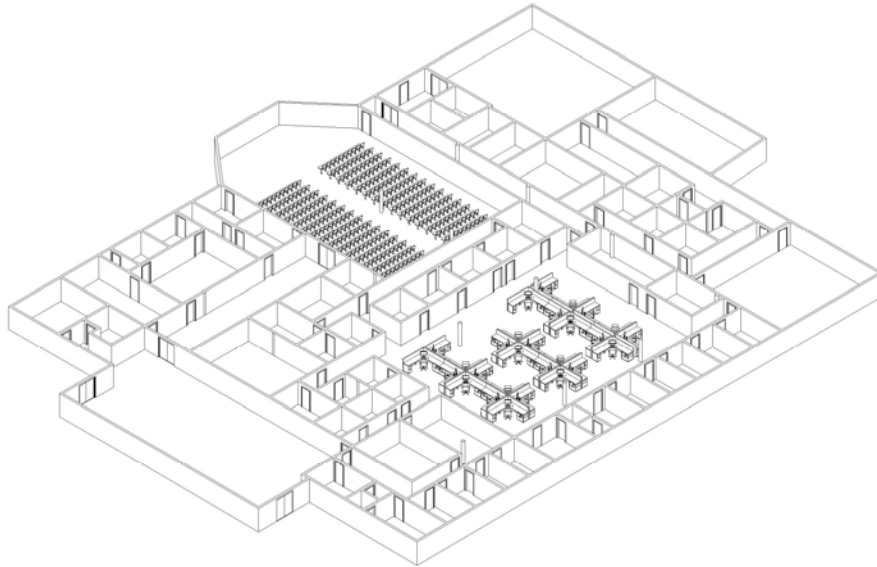


LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING





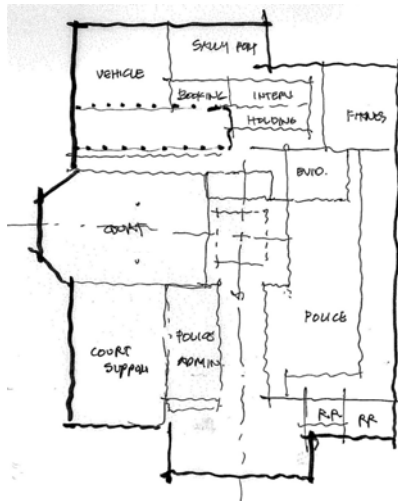
## CONCEPT 2 (alt) – IMAGE



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## CONCEPT 2 (alt) – SITE and BUILDING PLAN



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## CONCEPT 2 (alt) – IMAGE



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## OUR UNIQUE QUALIFICATIONS

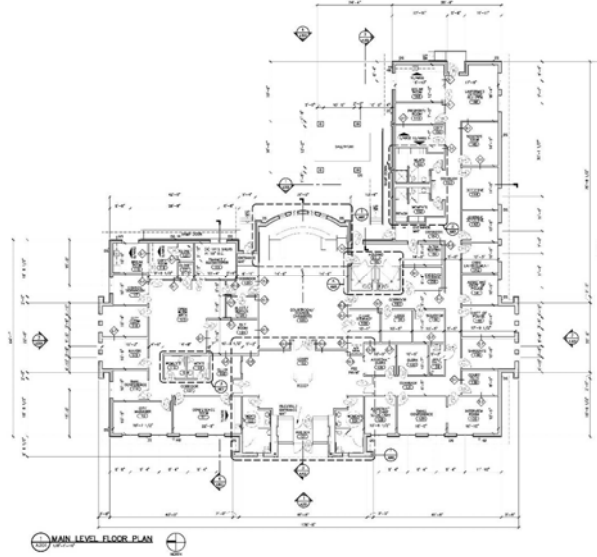
- Decades of Experience in Police and Courts Facilities Planning & Design
- Focus on being good Stewards (Optimizing) the City's Resources
- Experience Retrofitting Commercial Properties
- Experience with Design /Build
- We Listen, are Highly Responsive



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



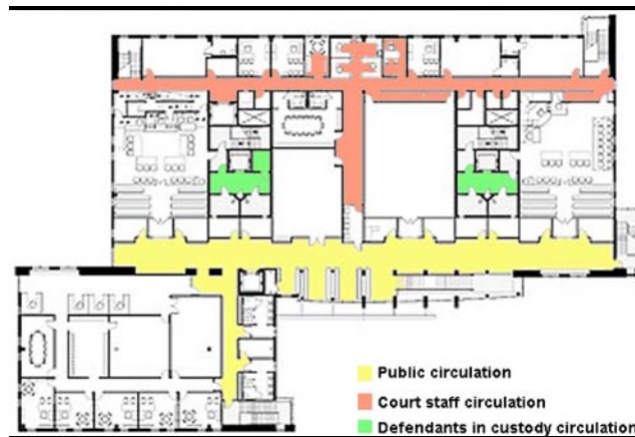
## STONE MOUNTAIN POLICE STATION/CITY HALL



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING



## JUDICIAL SAFETY DESIGN



LAW ENFORCEMENT / MUNICIPAL COURTS BUILDING







landscape  
structures



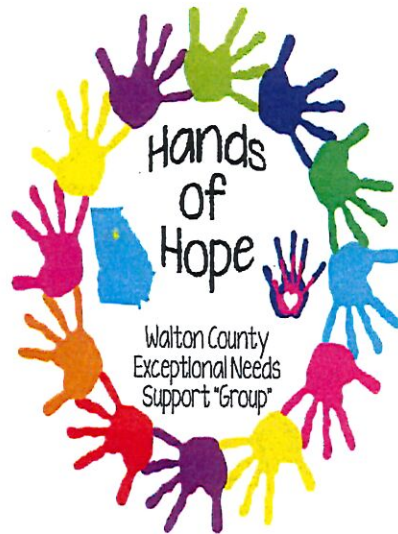
Better playgrounds.  
Better world.®  
playisi.com



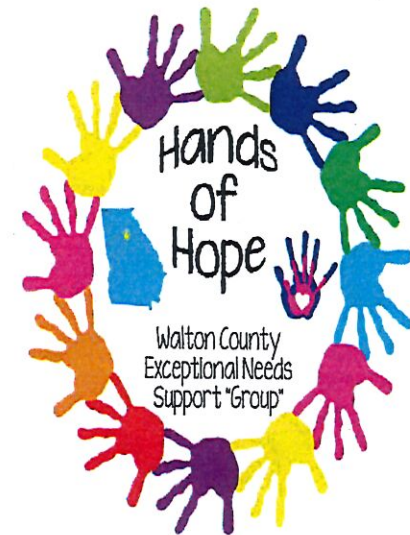
Proudly presented by:

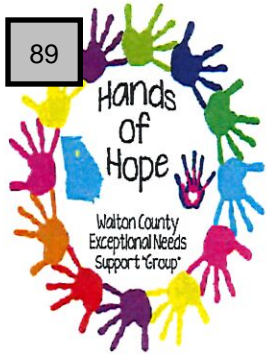


Playground  
Creations



# HANDS OF HOPE WALTON ALL INCLUSIVE PLAYGROUND PLAN





# WHY ARE WE HERE?



- ❖ Why is an all inclusive playground important?
- ❖ What is an all inclusive playground?
- ❖ Who can benefit from this playground?

ALL KIDS SHOULD PLAY TOGETHER,  
NO MATTER THEIR ABILITY!





# WHY IS INCLUSIVE PLAY IMPORTANT?

- ❖ For all developing children, play is learning.
- ❖ During play, children learn to solve problems and make decisions.
- ❖ Many studies show the benefits of physical activity:
  - ❖ healthier children
  - ❖ higher self esteem
  - ❖ better prepared to learn



**Playgrounds are an ideal environment for supporting healthy, overall development.**



# WHY IS INCLUSIVE PLAY IMPORTANT?

- ❖ Children with disabilities are at a higher risk of social isolation. When there is limited opportunity for children to play with their own peers, a child's ability to learn, develop necessary skills, and overall attitudes are restricted.
- ❖ Everyone can interact and have fun in an inclusive play space.





# WHAT IS AN INCLUSIVE PLAYGROUND?

- ❖ With inclusive playgrounds, the objective is to include everyone.
- ❖ An inclusive playground takes away barriers of exclusion, both physical and social.
- ❖ It provides a sensory-rich experience for everyone.





# WHAT IS AN INCLUSIVE PLAYGROUND?

- ❖ An inclusive playground should be **engaging**. It should provide many opportunities for children to explore, using all of their senses.
- ❖ It should encourage social play and social development.
- ❖ An inclusive playground should be **integrated**. A true inclusive playground is designed as a cohesive community where opportunities are integrated throughout the play space, not special equipment in a separate area.





# BENEFITS FOR YOU AND ME



## Inclusive play:

- ❖ A way of bridging the divide between mainstream and special needs children
- ❖ Both groups can benefit from these play methods and learn from mixing with those different from themselves.
- ❖ Children of all ages learn in all aspects of development through play: emotional, social, physical and mental.

An inclusive playground shows that everyone has value.  
It teaches children that everyone can be together.





# A STORY TO TELL: WHY HANDS OF HOPE WALTON WAS STARTED

Hands of Hope Walton began in January 2016.  
According to the CDC, your chances of knowing someone with a developmental delay are 1 in 7 children.

- ❖ Keenan was just another child that wanted to participate.
- ❖ Josiah is a blind child that wants to participate.
- ❖ Elsie is another child that wants to participate.
- ❖ Emma is a child who participates.
- ❖ McKenna is a child who participates.

WHAT DO THESE **NOT** KIDS HAVE IN COMMON? **INTEGRATED PLAY**

**ALL KIDS SHOULD PLAY TOGETHER –  
REGARDLESS OF THEIR ABILITY!**





# LET'S ALL PLAY.....TOGETHER

Everyone can interact and have fun in an inclusive play space.

Inclusive playgrounds:

- ❖ show that everyone has value
- ❖ teaches that everyone can play together
- ❖ promotes active play
- ❖ helps develop social abilities
- ❖ enhances communication skills and
- ❖ offers exercise which benefits motor skills.





# LET'S ALL PLAY.....TOGETHER

Inclusive playgrounds foster friendships by:

- ❖ offering a variety of activities and materials
- ❖ allowing more social opportunities, and
- ❖ allowing an opportunity for children to focus on communication and playing, rather than their own differences



When disabled children have access to inclusive playgrounds, children learn that all people have similarities and differences.



# LASTING IMPACT AND IMPRESSIONS



❖ **Everyone benefits from inclusion**

❖ Impact starts with our children. It's a disservice to all children, with or without disabilities, to not have an inclusive environment. Inclusive settings lay the foundation for children to learn essential skills of patience, open mindedness, empathy and acceptance, that will guide them to adulthood.

❖ **We grow by learning from each other.** Why is one child's difference acceptable? Every person matters!

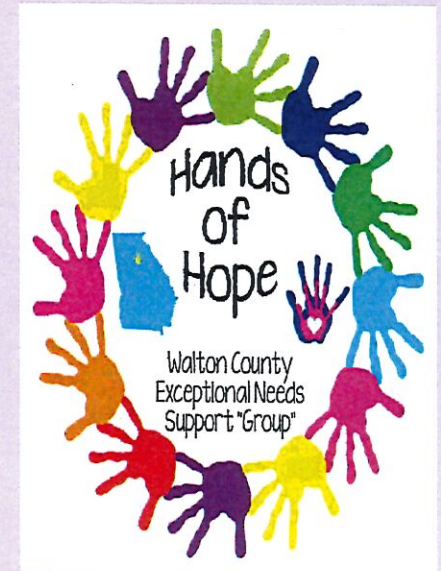


# SUMMARY

## Playgrounds should:

- ❖ be a way to foster a community
- ❖ allow us to come together
- ❖ allow us to move at our own pace
- ❖ let us to choose options where we feel safe, and
- ❖ be great for children of all ages and all abilities

**Our Hands of Hope playground design considers the needs of all children.**





**To:** City Council  
**From:** Patrick Kelley  
**Department:** Planning, Zoning, and Code  
**Date:** 05/25/2018  
**Subject:** Variance – 911 North Broad Street

---

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

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

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

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**Description:**

Recommendation is denial.

**Background:**

This property fronts on Highway 11/N Broad Street and consists of 5.95 acres. The request is to allow a material that is not approved in the Zoning Code for the Corridor Design Overlay District. The CDO was established to eliminate the proliferation of metal sided “Butler” Buildings. The CDO was established to improve the aesthetics of our gateway corridors in an effort to improve the perception and actual design characteristic within the City.

**Attachment(s):**

See Below



**March 22, 2018**

**Petition Number: 18-00133**  
**Applicant: Steven W Powers**  
**Location: 911 N Broad Street**  
**Existing Zoning: B2**  
**Acreage: 5.95 ac**  
**Proposed Use: Commercial**

**CODE ENFORCEMENT STAFF RECOMMENDATION**

☐ Approve  
☒ Deny  
☐ Approve with recommended conditions

1. The applicant, Steven W Powers, request a variance of Corridor Design Overlay District Sections 643A.2(1)(c)(vii) for building materials. The request is for 911 North Broad Street. The property consists of a total of 5.95 acres. The property has a total of approximately 204 ft of road frontage on North Broad Street. Code Department recommends denial.
2. Extra ordinary and exceptional conditions pertaining to the subject property because of size, shape, or topography if any: None
3. The literal application of this ordinance does not create an unnecessary hardship.
4. The variance would cause substantial detriment to public good or impair the purposes or intent of this Ordinance.
5. The variance does confer upon the property of the applicant a special privilege denied to other properties in the district.
6. The special circumstances surrounding the request for the variances are the result of acts by the applicant.
7. The variance is not a request to permit a use of land, buildings, or structures which is not permitted by right or by conditional use in the district.
8. The zoning proposal is not consistent with the construction and design standards and design criteria adopted by the City of Monroe.
9. The variance is not the minimum variance that will make possible an economically viable use of the land, building, or structure.

**Please Note:**

1. The CDO was established to eliminate the proliferation of metal sided "Butler" buildings.
2. The CDO was established to improve the aesthetics of our gateway corridors in an effort to improve the perception and actual design characteristics within the city.

# ZONING VARIANCE REQUEST

102



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

PERMITNUMBER	DATE ISSUED	VALUATION	FEE	ISSUED BY
18-00133	03/22/2018	\$ 0.00	\$ 200.00	adkinson

NAME + ADDRESS	LOCATION <b>911 N Broad St</b> <b>Monroe, GA 30655</b>	USEZONE <b>B2</b>	
		PIN <b>M0005-044-000</b>	FLOODZONE <b>Yes</b>
	CONTRACTOR <b>Steven Wayne Powers</b>	SUBDIVISION <b>CORRIDOR DESIGN OVERLAY DISTRICT</b>	
		LOT BLOCK <b>0</b>	
	<b>920 Holly Hill Rd</b> <b>Monroe GA 30655</b>	UTILITIES... Electric Sewer Gas	
	OWNER <b>Steven W Powers ()</b>	PROJECTID# <b>911NBroadSt-180213-1</b>	
	<b>PO BOX 363</b> <b>Monroe GA 30655</b>	EXPIRATIONDATE: <b>06/30/2018</b>	

## CHARACTERISTICS OF WORK

DESCRIPTION OF WORK	DIMENSIONS
<b>Request for a Variance - P&amp;Z Meeting</b> <b>5/15/18 @ 5:30 pm - Council Meeting 6/12/18</b> <b>@6:00 pm - 215 N Broad Street</b>	#STORIES
NATURE OF WORK	SQUAREFOOTAGE
<b>Other</b>	Sq. Ft.
CENSUS REPORT CODE	#UNITS
<b>880 - * Zoning Variance Request</b>	SINGLE FAMILY ONLY
	#BATHROOMS
	#BEDROOMS
	TOTAL ROOMS

## NOTICE

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

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

Signature of Contractor or Authorized Agent

*Debra Adkinson*

Approved By

Date

*4-4-18*

Date

## MANAGE YOUR PERMIT ONLINE

WEBADDRESS	PERMITNUMBER	PERMITPIN
<a href="http://BuildingDepartment.com/project">http://BuildingDepartment.com/project</a>	<b>18-00133</b>	<b>55962</b>

BP1-20040705-si



### Variance/Conditional Use Application

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

Meeting of: \_\_\_\_\_

*Your representative must be present at the meeting*

Street address 911 N. Broad St Council District 1 / 7 Map and Parcel # M-5-P44  
 Zoning B-2 Acreage 0.95 Proposed Use Crewwash / Auto Service Road Frontage 204 ft. / on \_\_\_\_\_  
 (street or streets)

Applicant  
 Name Steve Powers  
 Address 920 Holly Hill Rd  
 Phone # 678-878-1061

Owner  
 Name Same  
 Address \_\_\_\_\_  
 Phone # \_\_\_\_\_

Request Type: (check one) Variance ☒ Conditional Use ☐

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

Commercial Auto Service Building

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

Building will be behind existing Lube Shop and will be used for Auto Repair.

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

Requesting variance for building materials of CDO Sect 643A.2(1)(c)(vii)

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

60x100' Metal Building will be faced with brick and Stucco

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

Cost of construction of exterior

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

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

Documents to be submitted with request:


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

Application Fees:

☐ \$100 Single Family  
☐ \$300 Multi Family  
☐ \$200 Commercial

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

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

Signature  Date: 3-21-18

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

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Notary Public

Commission Expires: \_\_\_\_\_

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



VICINITY MAP  
N.T.S.

TYPE II PAVEMENT  
(FOR INTERIOR DRIVEWAYS ONLY)  
NO SCALE

NORTH BROAD ST.

100' R/W ~ NORTH BROAD ST.  
NO. 11  
GA. HWY.  
S 31°15'53"E

18.00'

IPS

20.0'

IPS

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IPS

20.0'

PRESTON M. BREEDLOVE  
TAX PARCEL C0920003  
ZONED: A1 295.61'

EX. LUBE

EX. BLDG.  
FFE: 917.20

EX. CAR  
WASH

PROP.  
EXPANSION  
FFE: 917.20

PROPOSED  
6,000 S.F. BLDG.  
FFE: 915.00

S 60°38'25"W

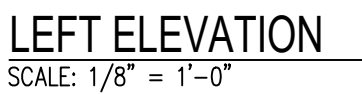
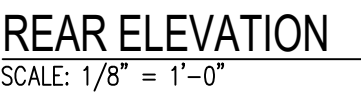
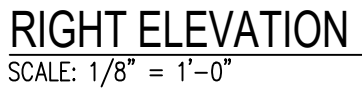
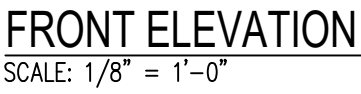
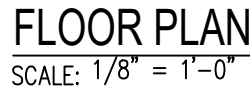
401.42'

S 60°37'30"W  
113.58'

P.O.B. SQUARE BAR  
S 61°04'42"W

305.39'

59°57"E



**& Associates Contractors, Inc.**

## GENERAL CONTRACTORS

1020 Garland Dr. - Suite 400

Phone: 770-725-9000

Fax: 770-725-8900

www.garland-associates.com

Commercial · Industrial · Design/Build

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[illegible]

	04-23-18	ISSUED FOR CONSTRUCTION
MK	DATE	SUBMITTAL/REVISION

FOR:  
WOW EXPRESS

911 HWY 11  
MONROE, GA 30655

SHEET TITLE

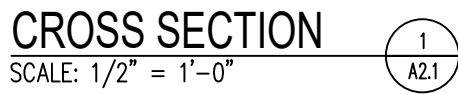
FLOORPLAN  
AND  
ELEVATIONS

PROJECT NUMBER

SHEET NUMBER

A1.1





SCALE:  $1/2" = 1'-0"$

# Garland

**& Associates Contractors, Inc.**

## GENERAL CONTRACTORS

1020 Garland Dr. - Suite 400

Fax: 770-725-8900

Fax:

www.garland-associates.com

Commercial · Industrial · Design/Build

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04-23-18	ISSUED FOR CONSTRUCTION
----------	-------------------------

MK	DATE	SUBMITTAL/REVISION
----	------	--------------------

NEW SHOP

FOR:  
WOW EXPRESS

911 HWY 11  
MONROE, GA 30655

SHEET TITLE

## CROSS SECTION

PROJECT NUMBER

FOR CONSTRUCTION

SHEET NUMBER

## A2.1

OF 3



Plat Doc: PLAT  
Recorded 08/22/2017 08:50AM

KATHY K. TROST  
Clerk Superior Court, WALTON County, Ga.  
Bk 00113 Pg 0079  
Participants: 6458806574

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS  
IN A DESIGNATED FLOOD HAZARD AREA,  
ACCORDING TO THE F.I.R.M. NO. 13297C0135E  
DATED 12/8/2016

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS  
PLAT, MAP OR PLAN FOR FILING:

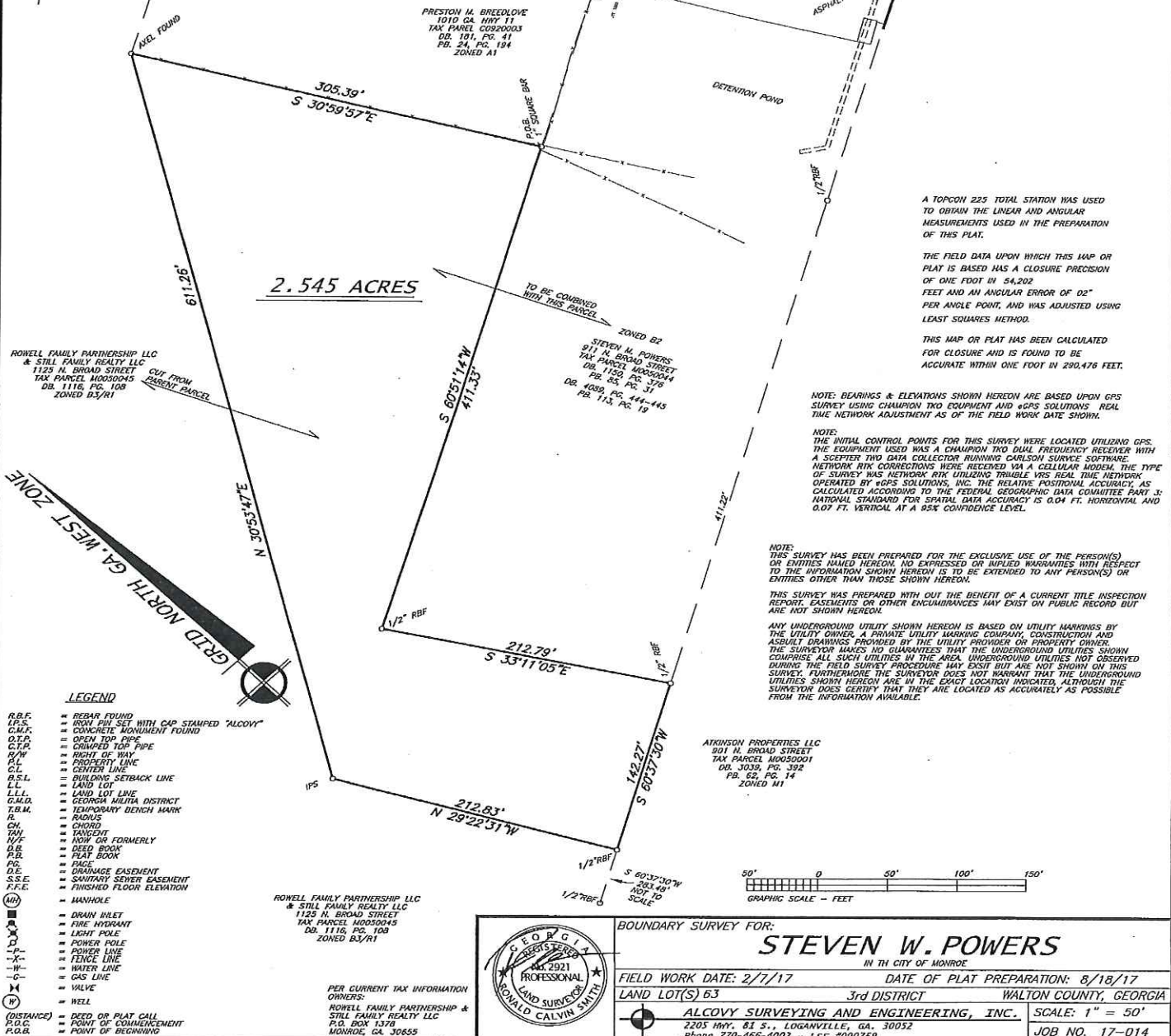
CITY OF MONROE CODE DEPARTMENT

THIS BLOCK RESERVED FOR  
THE CLERK SUPERIOR COURT

#### SURVEYOR CERTIFICATION

As required by subsection (d) of O.C.G.A. section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Ronald Edwin Smith, Jr., R.L.S. no. 2821





FILED AND RECORDED  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA

00 NOV 17 AM 9:52

Please return to:

WILLIAM R. CHILDERS, JR., P.C.  
139 East Highland Avenue  
Monroe, Georgia 30655

BOOK 1150 PAGE         
KATHY K. TROST, CLERK

WALTON COUNTY, GEORGIA

REAL ESTATE TRANSFER TAX

PAID \$ 108.40

DATE 11-17-00

*Kathy K. Trost*

CLERK OF SUPERIOR COURT

# WARRANTY DEED

STATE OF GEORGIA, COUNTY OF WALTON

THIS INDENTURE, made the 16th day of November in the year two thousand between

**STELLA HOLDER HARRISON, DORA HOLDER MITCHEM, GEORGE T. HOLDER, & LEONARD P. HOLDER (a/k/a LEONARD B. HOLDER)**

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

**STEVEN W. POWERS**

of the County of Walton, and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantors" and "Grantee" to include their respective heirs, executors, administrators, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of the sum of other valuable consideration and Ten and No/100 DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien convey and confirm unto the said Grantee

All that tract or parcel of land lying and being in Land Lot 63, 3<sup>rd</sup> District, Town G.M.D. 419, Walton County, Georgia, containing 1.404 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 November 14, 2000, and recorded in Plat Book 85, page 31, 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 on the Southwesterly right of way of Georgia Highway No. 11 (shown as being 80 feet in width) situated 1759.73 feet Southeasterly along such right of way from its intersection with the right of way of Double Springs Road; Running thence along said right of way South 31°10'07" East 208.56 feet to an iron pin; Running thence South 60°42'13" West 288.54 feet to an iron pin; Running thence North 33°01'45" West 210.96 feet to an iron pin; Running thence North 61°06'00" East 295.47 feet to the POINT OF BEGINNING. This is the same property conveyed by deed of assent out of the estate of Lillie Burgess Gibson to Stella Holder Harrison, Dora Holder Mitchem, George Holder, and Leonard B. Holder (a/k/a Leonard P. Holder), dated November 18, 1999, recorded in Deed Book 1035, pages 72-73, Walton County Records.

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

(CONTINUED)

*L.P.H.*  
*27 H*  
*28 29*

*D.H.M.*



AND THE SAID Grantors will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered  
in the presence of:

William P. Childers, Jr.  
Unofficial Witness

Carol Ann Lawrence  
Notary Public  
Notary Public, Walton County, Georgia  
My Commission Expires Jan. 1, 2001



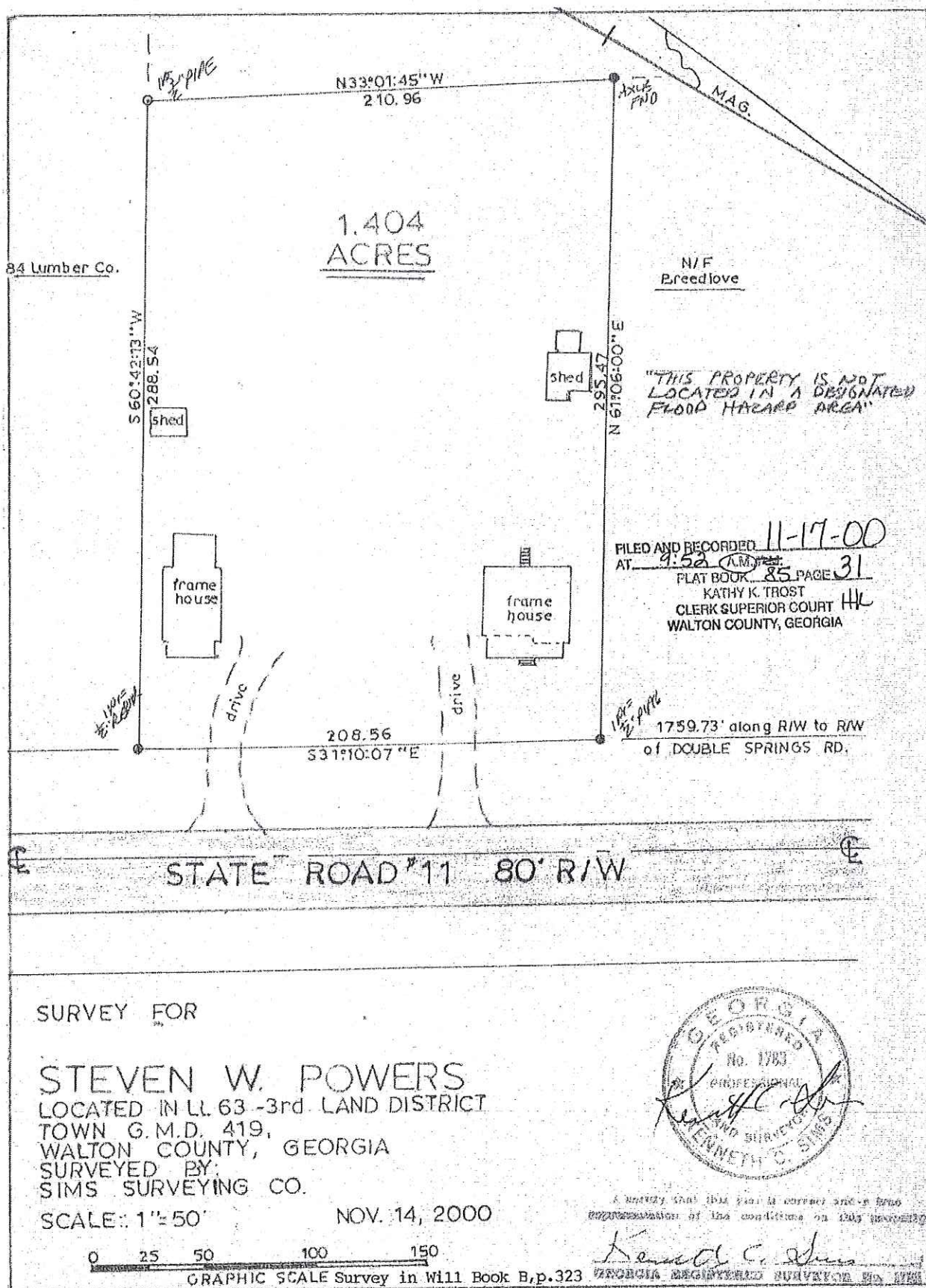
Stella L. Harrison (SEAL)  
STELLA HOLDER HARRISON

Dora Nellie Mitchem (SEAL)  
DORA HOLDER MITCHEM

George T. Holder (SEAL)  
GEORGE T. HOLDER

Leonard P. Holder (SEAL)  
LEONARD P. HOLDER,  
a/k/a LEONARD B. HOLDER





Plat Doc: PLAT  
Recorded 05/22/2017  
02:39PM

KATHY K. TROST  
Clerk Superior Court,  
WALTON County, Ga.  
Bk 00113 Pg 0019  
Participants:

THIS BLOCK RESERVED FOR  
THE CLERK SUPERIOR COURT

# LEGEND

- R.B.F. = REBAR FOUND  
C.P.S. = CONCRETE MONUMENT FOUND  
O.T.P. = OPEN TOP PIPE  
C.T.P. = CRUMPLED TOP PIPE  
R/W = RIGHT OF WAY  
C.L. = CENTER LINE  
B.S.L. = BUILDING SETBACK LINE  
L.L. = LAND LOT  
L.L.L. = LAND LOT LINE  
G.M.D. = GEORGIA MILE DISTRICT  
T.B.M. = TEMPORARY BENCH MARK  
R. = RADIUS  
CH. = CHORD  
TAN. = TANGENT  
V.O.F. = VIEW OR FORMERLY  
D.B. = DEED BOOK  
P.B. = PLAT BOOK  
P.G. = PAGE  
D.E. = DRAINAGE EASEMENT  
S.S.E. = SANITARY SEWER EASEMENT  
F.F.E. = FINISHED FLOOR ELEVATION  
MH = MANHOLE  
DI = DRAIN INLET  
FI = FIRE HYDRANT  
LP = LIGHT POLE  
PP = POWER POLE  
PL = POWER LINE  
FL = FENCE LINE  
WL = WATER LINE  
GL = GAS LINE  
V = VALVE  
W = WELL  
(DISTANCE) = DEED OR PLAT CALL  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING

**SURVEYOR CERTIFICATION**  
As required by subsection (d) of O.C.G.A. section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Ronald Calvin Smith, Co. R.L.S. no. 2921

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

NOTE: THE INITIAL CONTROL POINTS FOR THIS SURVEY WERE LOCATED UTILIZING GPS. THE EQUIPMENT USED WAS A CHAMPION TWO DUAL FREQUENCY RECEIVER WITH A SCIENTIFIC TWO DATA COLLECTOR RUNNING CARLSON SURVEY SOFTWARE. NETWORK RTK CORRECTIONS WERE RECEIVED VIA A CELLULAR MODEM. THE TYPE OF SURVEY WAS NETWORK RTK UTILIZING TRIMBLE VRS REAL TIME NETWORK OPERATED BY GPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

NOTE: THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITIES NAMED HEREON. NO EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSON(S) OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THIS SURVEY WAS PREPARED WITH OUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT ARE NOT SHOWN HEREON.

ANY UNDERGROUND UTILITY SHOWN HEREON IS BASED ON UTILITY MARKINGS BY THE UTILITY OWNER, A PRIVATE UTILITY MARKING COMPANY, CONSTRUCTION AND AS-BUILT DRAWINGS PROVIDED BY THE UTILITY PROVIDER OR PROPERTY OWNER. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. UNDERGROUND UTILITIES NOT OBSERVED DURING THE FIELD SURVEY PROCEDURE MAY EXIST BUT ARE NOT SHOWN ON THIS SURVEY. FURTHERMORE THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

GRID NORTH GA. WEST ZONE



PRESTON M. BREEDLOVE  
1010 GA. HWY 11  
TAX PARCEL C0220003  
DB. 181, PG. 41  
PB. 24, PG. 104  
ZONED A1

ROWELL FAMILY PARTNERSHIP LLC  
& STILL FAMILY REALTY LLC  
1125 N. BROAD STREET  
TAX PARCEL M0050044  
DB. 1116, PG. 108  
ZONED B3/R1

ROWELL FAMILY PARTNERSHIP LLC  
& STILL FAMILY REALTY LLC  
1125 N. BROAD STREET  
TAX PARCEL M0050044  
DB. 1116, PG. 108  
ZONED B3/R1

NOT TO SCALE  
400.75  
S 60°37'30"W

A TOPCON 225 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 54,000 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 200,476 FEET.

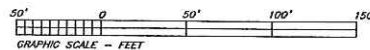
PER CURRENT TAX INFORMATION OWNERS:  
ATKINSON PROPERTIES LLC  
3293 HWY 78 WEST  
SNELLVILLE, GA. 30078  
ROWELL FAMILY PARTNERSHIP &  
STILL FAMILY REALTY LLC  
P.O. BOX 1378  
MOORE, GA. 30655

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA. ACCORDING TO THE F.L.R.M. NO. 13297001368 DATED 12/8/2016

APPROVED FOR RECORDING

5-22-17

THE PURPOSE OF THIS PLAT IS TO COMBINE TRACTS 1 & 2 WITH EXISTING TAX PARCEL M0050044.



BOUNDARY SURVEY FOR:

**STEVEN W. POWERS**

IN THE CITY OF MONROE

FIELD WORK DATE: 2/7/17

DATE OF PLAT PREPARATION: 5/18/17

LAND LOT(S) 63

3rd DISTRICT

WALTON COUNTY, GEORGIA

ALCOVE SURVEYING AND ENGINEERING, INC.

SCALE: 1" = 50'

2205 HWY. 81 S., LOGANVILLE, GA. 30052  
Phone 770-466-4002 - LSF #000759

JOB NO. 17-014

REVISION NO. 1 - 5/22/17 - REVISED TRACT 2 LINES AND AREA.



# 2017 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

114

WALTON CO. TAX COMM.  
303 S. HAMMOND DRIVE  
SUITE 100  
MONROE, GA. 30655

BILL NUMB. 2017 28975  
ACCT NUMB. 579500 010  
TAXPAYER POWERS STEVEN W  
MAP NUMBER M 5 44  
LEGAL DESC COMM/1.40AC  
LOCATION 911 N BROAD STREET  
CURRENT YEAR TAXES NO TAX DUE

If paying by check or money order,  
please include your tax bill number.

PAYMENT DUE NO TAX DUE  
ON OR BEFORE NOVEMBER 15, 2017

POWERS STEVEN W  
1005 S BROAD ST  
MONROE GA 30655

28975PT

WALTON CO. TAX COMM.  
303 S. HAMMOND DRIVE  
SUITE 100  
MONROE, GA. 30655

2017  
CO. PT.  
28975

Please return this portion of your bill with your payment

## 2017 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR	BILL NUM	ACCOUNT NUMBER	DI	LOCATION/DESCRIPTION		MAP/PARCEL		FAIR MARKET VALUE
2017	028975	579500 010	1	COMM/1.40AC		M 5	44	339,900
TAXING ENTITY		ASSESSMENT		EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY		135960			135960	.0109050	323.86	1,482.64
SCHOOL		135960			135960	.0187000		2,542.45
SCH BOND		135960			135960	.0029000		394.28
CITY TAX		135960			135960	.0054180	540.44	736.63
CITY BOND		135960			135960	.0020030		272.33
						TOTAL SCHOOL TAXES		2,936.73
						TOTAL COUNTY T		1,482.64
						TOTAL CITY T		1,008.96

The gradual reduction and elimination of the STATE  
MILLAGE RATE is the result of property tax relief  
passed by the Governor, the Georgia State Senate,  
and the House of Representatives.

THIS YEAR TAX NO TAX DUE

POWERS STEVEN W  
1005 S BROAD ST  
MONROE GA 30655

PAYMENT MUST BE MADE ON OR BEFORE  
NOVEMBER 15, 2017  
YOUR CANCELLED CHECK IS YOUR RECEIPT

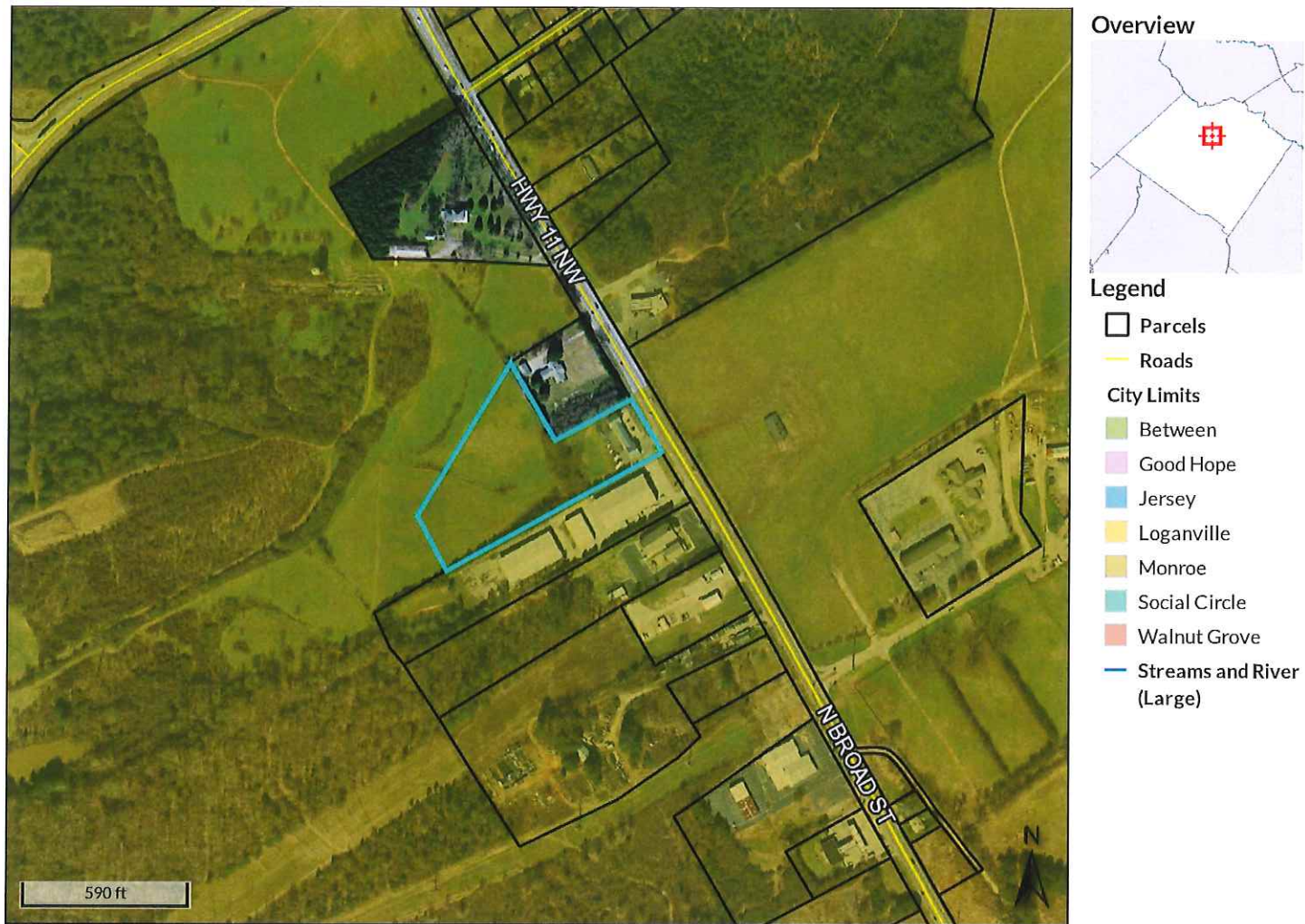
**TOTAL TAX DUE** NO TAX DUE  
CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY  
WALTON CO. TAX COMM.  
303 S. HAMMOND DRIVE  
SUITE 100  
MONROE, GA. 30655

### -----PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL-----

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2018 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 266 1736. If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value not later than 4/01/2018 in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at 303 S. HAMMOND DRIVE and/or (770) 266 1736.

**LOCAL OPTION SALES TAX CREDIT:**  
The General Assembly reenacted the Local Option Sales Tax Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received. The law now requires the following additional information to be provided to each taxpayer:

**LOCAL TAX LEVY:**  
Mill rate required to produce local budget 22.680  
Reduction in mill rate due to rollback to taxpayers 6.357  
of sales tax proceeds this previous year 16.323  
Actual mill rate set by local officials



Parcel ID	M0050044	Owner	POWERS STEVEN W	Last 2 Sales			
Class Code	Commercial		1005 S BROAD ST	Date	Price	Reason	Qual
Taxing District	Monroe		MONROE GA 30655	11/16/2000	\$108400	FM	Q
	Monroe	Physical Address	911 N BROAD STREET	n/a	0	n/a	n/a
Acres	5.95	Assessed Value	Value \$339900				

(Note: Not to be used on legal documents)

Date created: 3/22/2018  
Last Data Uploaded: 3/22/2018 8:20:10 AM

**NOTICE TO THE PUBLIC  
CITY OF MONROE**

**The City of Monroe has received a request for a variance of section 643A.2(1)(c)(vii) of the Zoning Ordinance for 911 N Broad Street. A public hearing will be held on May 15, 2018 before the Planning & Zoning Commission, at 5:30 P. M.**

**The City of Monroe has received a request for a variance of section 643A.2 (1)(c)(vii) of the Zoning Ordinance for 911 N Broad Street. A public hearing will be held on June 12, 2018 before the Mayor and Council, at 6:00 pm.**

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

**Please run on the  
following date:**

**April 29, 2018**





**To:** City Council, Planning and Code Committee  
**From:** Logan Propes, City Administrator  
**Department:** Administration  
**Date:** 05/30/2018  
**Subject:** 2018 Community Work Program Update & Resolution

---

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

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

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

---

**Description:**

Staff recommends the APPROVAL of the 2018 update to the community work plan and its associated resolution.

**Background:**

As part of obtaining funding for additional CDBG and EIP grants, the City needs to update, via minor amendments, its Community Work Plan (CWP), formerly known as the Short-Term Work Program, within the Comprehensive Plan Document. The purpose is to accurately show progress as it is being made on certain projects, outline other future projects and to better define the activities for economic development scope of work.

A public hearing is required to be held, in this case on June 12, 2018 as part of the Regular Council Meeting.

**Attachment(s):**

Proposed amendments to the City of Monroe Community Work Program Resolution

**PROPOSED AMENDMENT TO THE  
CITY OF MONROE SHORT TERM WORK PROGRAM 2017-2021**

**Adopted: \_\_\_\_\_**

**Proposed City of Monroe Minor Amendment to the Short-Term Work Program to be added to Community Facilities & Services on page 15:**

Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
South Madison Avenue Target Area sewer improvements	2018-2019	Utilities	\$1,000,000	State, Local, CDBG

**Proposed City of Monroe Minor Amendment to the Short-Term Work Program to be added to Economic Development on page 14:**

Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
Address infrastructure improvements (water, sewer, road, etc.) to support new and existing industries.	2018-2021	Utilities, streets and transportation, economic development	\$1,000,000	State and Local

# City of Monroe Comprehensive Plan

2017 Update

*Developed by the Planning & Government Services Division of the Northeast Georgia Regional Commission*



Acknowledgements

Walton County Unified Comprehensive Plan Steering Committee  
Kevin Little, Chairman, Walton County  
Mike Martin, Planning Director, Walton County  
Charna Parker, Assistant Planning Director, Walton County  
Ashley Blackstone, Mayor, Between  
Jimmy Guthrie, Mayor, Good Hope  
Randy Carithers, Mayor, Jersey  
Dan Curry, Mayor, Loganville  
Robbie Schwartz, Project Specialist, Loganville  
Greg Thompson, Mayor, Monroe  
Pat Kelley, Planning Director, Monroe  
Hal Dally, Mayor, Social Circle  
Adele Schirmer, Manager, Social Circle  
Lamar Lee, Mayor, Walnut Grove  
Shane Short, Executive Director, Development Authority of Walton  
County  
Mike Owens, President, Axis Risk Consulting  
Eddie Sheppard, resident  
William Malcolm, resident  
Chip Dempsey, resident

Northeast Georgia Regional Commission  
James Dove, Executive Director  
Burke Walker, Director of Planning & Government Services  
John Devine, AICP, Senior Planner (Project Lead)  
Eva Kennedy, Project Specialist

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# Chapter 1

## Introduction & Overview

### Purpose

This comprehensive plan serves as a decision-making guide for local government officials and community leaders. Based on input from the public and a steering committee, the plan identifies needs and opportunities, goals and policies, land use practices, and an implementation framework for key elements.

### Process

The comprehensive plan process follows the rules of the Georgia Department of Community Affairs (DCA), Minimum Standards and Procedures for Local Comprehensive Planning, effective 3/1/2014.

### Public Involvement

#### Public Input & Steering Committee

The planning process began with a public hearing and was followed by a community input session during which the public and a local steering committee were invited to discuss local trends and aspirations. Following the initial public meetings, several work sessions were held with a steering committee, with citizen, staff, and elected official membership. An online questionnaire provided additional feedback opportunities, as did the availability of steering committee members to take questions and comments throughout the process (as presented at the first public hearing). A final public hearing was held before submittal of the plan to DCA for review.

#### NEGRC's Role

The Northeast Georgia Regional Commission's Planning & Government Services Division oversaw the development of this plan, including facilitating public and steering committee meetings.

# Chapter 2

## Needs & Opportunities

The following list of needs and opportunities results from a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis conducted at the first input meeting, with both steering committee and public present, as well as professional analysis of relevant data and results of the online questionnaire.

*\*Italicized entries indicate high priorities*

### Population

#### Needs

- Monroe's poverty rate has increased substantially and remains significantly higher than both Walton County's and Georgia's; anti-poverty programs should be considered

#### Opportunities

- *Leadership identified the opportunity to create a volunteer corps for the benefit of the city*
- *The Georgia State Patrol's Post 46 is headquartered in Monroe, and presents an opportunity for enforcement and education in cooperation with county and municipal forces*
- Athens Technical College's Monroe campus creates vast educational attainment opportunities for residents throughout Walton County, while proximity to other major institutions in Athens and Atlanta also contributes

## Economic Development

### Needs

- *Monroe retains only 15.7% of its workforce for employment within the city limits, and 87.9% of the jobs in the community are filled by commuters; this shows a need for employment opportunities that are consistent with Monroe's vision and goals*
- *Stakeholders identified limited earning potential with existing employers as a weakness in the SWOT analysis and pointed to a need for a more diversified tax base, particularly regarding industrial development*

### Opportunities

- *Input from stakeholders lists the downtown area as a critical component of Monroe's vision, while the DDA and Main Street program were identified as strengths; targeted planning and public investment can be used to trigger increased private-sector interest*
- *Monroe's Project Road Share, which encourages bicyclists to ride in and around the area, has created great outside interest in the community and should be seen as an opportunity to increase notoriety and economic activity*
- *Continued development of the Stanton Springs area is a major economic opportunity, not only for Walton County and its municipalities, but for Northeast Georgia and beyond; care should be taken to ensure that new projects there and elsewhere in the community meet high development standards*
- *A unified vision based upon the stated goals in this plan and its predecessor of encouraging growth that references and respects the community's natural and cultural resources*

could be a catalyst for quality economic development and a high standard of living

## Housing

### Needs

- *Monroe's rate of owner-occupied housing is significantly lower than both Walton County's and the state average, while its share of renter-occupied and vacant units is far higher; this points to a need for programming and partnerships to improve the state of housing in the city*
- *Stakeholder input noted tract (or, "cookie cutter") housing development as a threat within Walton County; design guidelines and other measures to increase variety of and quality in aesthetics may be needed*

### Opportunities

- *Monroe's stakeholders indicated that "good planning" is a strength of the city's and see planned development as an opportunity; housing may represent an area in which the potential for improvement exists, as they also cited dilapidated housing, the high rental rate, and substandard housing as weaknesses*
- *After significant nationwide decline, stakeholders cite a strong housing market in Walton County and point to ample land and infrastructure capacity for planned development, especially in the higher end of the price range; Monroe would like to ensure that any development is of a high caliber*

## Natural & Cultural Resources

### Needs

- *Development and environmental regulations can help alleviate the potential for stakeholder-identified threats of sprawl and industrial accidents damaging Monroe's natural resources*
- "Rural charm" was listed by stakeholders as a strength of Walton County's; preserving the community's character and resources should be a priority

### Opportunities

- Open space and greenspace preservation can improve water quality, protect sensitive habitat, create recreational opportunities, and attract visitors; the community could work with land trusts to acquire and conserve land and water resources
- *Increasing tree canopy coverage within the community can help improve air quality*

## Community Facilities & Services

### Needs

- Leadership, police, recreation staff, social service agencies, and others should work together to identify causes of and reduce crime

### Opportunities

- *Good finances, stability of staff and elected leadership, and police and fire service were identified as strengths; Monroe should capitalize on this significant opportunity to put in place lasting improvements, policies, and programs that will serve the city long-term*
- *Stakeholders cite Monroe's recreational resources and activities, including parks, an art guild, a museum, and a golf course, as strengths; promoting these could have health benefits and contribute greatly to the community's vision for attracting activity- and recreation-based businesses*
- Public water is seen by stakeholders as a strength within Walton County, and Monroe-specific input also showed community projects and utilities as positives; the city sees this as an opportunity to build on these attributes while providing conservation and recreation benefits



## Intergovernmental Coordination

### Needs

- As individuals and families continue to express an interest in recreation for all ages, service agreements between municipal and county governments may help address this need

### Opportunities

- Coordinated planning efforts between Walton County and its municipalities, as took place during the development of this document, provide a platform for informed decision making and effective investment

## Transportation

### Needs

- *An existing transportation network that includes stakeholder-identified strengths such as a countywide airport and a network of major thoroughfares could be improved and made more comprehensive by achieving Monroe's goals of walkability and bikeability within the city; a complete streets plan would be appropriate and could help address the issue of traffic congestion*
- *Several state and US highways traverse Monroe and Walton County, and stakeholder input identified a need for increased local impact on decisions regarding these roads*

### Opportunities

- *Communities across the country are building trails for walking and bicycling as a means to improve health, transportation choices, recreation, social interaction, and economic development; local leadership sees trail development as a worthwhile opportunity*
- *A well-maintained system of local and county roads was listed as a stakeholder-identified strength; keeping the roads in good condition by performing preventive maintenance represents an opportunity to avoid heavy repair and reconstruction costs in the future*

# Chapter 3

## Vision Statement

*Monroe envisions a thriving community with a vibrant downtown at its center and revitalized neighborhoods connected to a variety of businesses via a network of greenspace and safe places for walking and bicycling.*

## Goals & Policies

1. Develop a comprehensive system of paths and trails for safe, healthy walking and bicycling, gathering, and community-building
2. Preserve natural and cultural resources by concentrating development in and around established areas
3. Meet resident needs and attract newcomers and tourists by providing quality housing, recreation, education, shopping, employment, and transportation choices
4. Encourage recreation-based activity and commerce
5. Preserve and beautify the downtown area to spur private investment and business development
6. Increase sense of community and encourage healthy living by developing parks, playgrounds, passive and organized recreation opportunities, safe spaces for walking and bicycling, greenspace, and accessibility for all abilities and ages
7. Engage the citizenry in local government knowledge sharing and decision making, and invest in volunteerism for the community's betterment
8. Work with other local governments inside and outside of Walton County to achieve the vision of this plan
9. Target public investment to guide private development to the locations and in the manner favored by the community

# Chapter 4

## Land Use

These future land use (FLU) categories correspond to the map that follows. While zoning and development regulations vary, FLU represents a standardized approach to envisioning and planning for desired scenarios. As such, it is natural that certain areas may appear to be inconsistent between the FLU and zoning maps because FLU presents a blueprint for what is to come.

### Residential

Predominantly single-family homes. Certain civic and recreational uses are typically allowed.

### Commercial

Retail, office space, and highway-commercial land uses, though small-scale neighborhood shops or offices may be desirable in certain places. Often restricted to nodes and arterial/major collector roads.

### Industrial

Manufacture and storage of goods and services. If permitted within the community, facilities such as factories and warehouses would typically be found here.

### Public/Institutional

Federal, state, local, and institutional land uses. Uses such as government offices, public safety posts, libraries, schools, religious institutions, cemeteries, and hospitals, are representative.

### Transportation/Communication/Utilities

Infrastructure such as water treatment, sewage treatment, communications towers, utility providers, airports, power plants, and transportation.

### Parks/Recreation/Conservation

Dedicated to preserving the natural environment, protecting historical and cultural resources, and providing space for passive recreational opportunities.

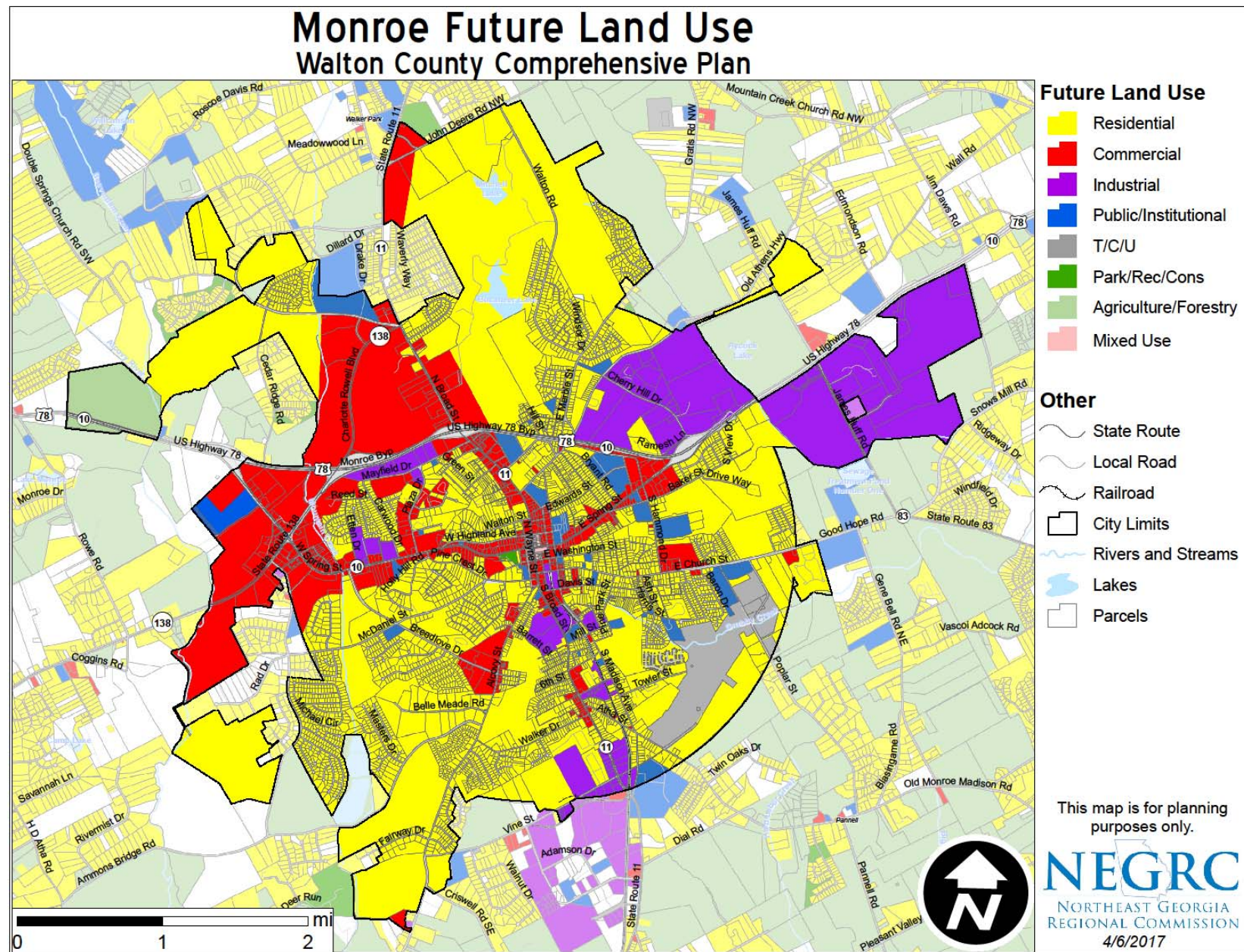
### Agriculture/Forestry

Farms and timberland. Residential development should maintain a rural character with single-family detached homes on large lots.

### Mixed Use

Developments with an integrated mix of single- and/or multi-family housing, commercial, office, and/or public/institutional uses to promote a work/live/play environment.







# Chapter 5

## Transportation

Since Monroe is located within the Metropolitan Planning Organization (MPO) boundary of the Atlanta Regional Commission (ARC), the State of Georgia requires its comprehensive plan to include this transportation element. MPOs are federally-mandated organizations that provide regional context to transportation planning in urbanized areas. This section and the ARC's Regional Transportation Plan (RTP) should be used together when considering local transportation decisions.

### Local and Regional Transportation Considerations

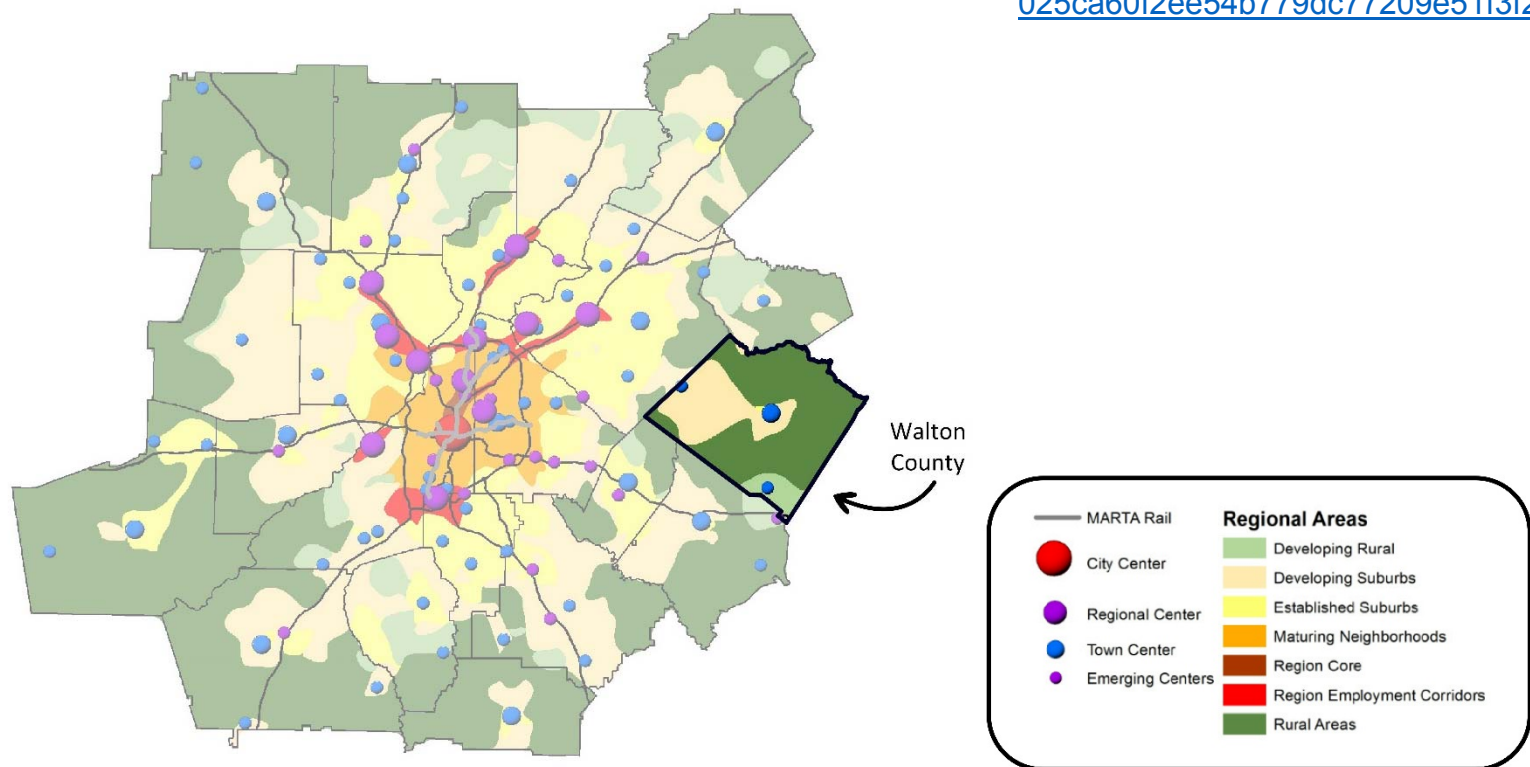
Transportation discussions are found throughout this comprehensive plan. Additionally, the community has identified the following *Objectives and Policies* from the ARC's RTP (2016, p47) as desirable in Monroe:

- 1.1 Prioritize data-supported maintenance projects over expansion projects.
- 1.2 Promote system reliability and resiliency.

- 2.3 Promote bicycle transportation by developing safe and connected route options and facilities.
- 2.4 Promote pedestrian-friendly policies and designs.
- 2.5 Enhance and expand Transportation Demand Management (TDM) programs.
- 3.1 Prioritize solutions that improve multimodal connectivity.
- 3.3 Road expansion projects in rural areas should support economic competitiveness by improving multi-modal connectivity between centers.
- 3.4 Implement a complete streets approach on roadway projects that is sensitive to the existing community.
- 4.1 Promote and enhance safety across all planning and implementation efforts, including support for the state strategic highway safety plan.
- 4.2 Coordinate security and emergency preparedness programs across transportation modes and jurisdictions.
- 5.1 Maintain and expand transportation options that serve the region's most vulnerable populations.
- 5.4 Increase access to areas with essential services, including healthcare, education, recreation, entertainment, and commercial retail.
- 6.1 Provide safe and reliable access to freight land uses and major intermodal freight facilities.
- 6.3 Preserve industrial land uses in proximity to existing freight corridors.
- 7.1 Pursue the application and use of advanced technologies.

## Growth and Development

Monroe's Future Land Use vision, which is detailed in Chapter 4 and around which additional discussion takes place throughout this plan, prioritizes downtown development, neighborhood-based residential life, and connected greenspace. The ARC RTP's Unified Growth Policy Map, which describes Monroe as a Town Center, is relatively consistent with the community's desired growth patterns. Despite this basic level of agreement, the local government and the ARC should refer to the growth vision and future land use found in this comprehensive plan rather than the RTP's UGPM.



## Monroe and the ARC MPO

Monroe does not participate directly in the Atlanta MPO. It is represented through the Walton County government on the Transportation & Air Quality Committee and Transportation Coordinating Committee, and as part of the ARC's Municipal District 6, which includes other cities within Walton, Barrow, and Gwinnett counties. The ARC RTP includes a North Broad Street Pedestrian and Bicycle Improvements project within the city limits and a new alignment project for the Monroe East Connector road immediately to the east and south of the city limits

(<http://garc.maps.arcgis.com/apps/webappviewer/index.html?id=025ca60f2ee54b779dc77209e51f3f25/>).

# Chapter 6

## Community Work Program

The Short-Term Work Program (2017-2021), updated every five years, provides a list of specific activities that the community plans to address as immediate priorities. A Report of Plan Accomplishments, which provides status commentary on the previous work plan (2012-2016), follows.

## Short-Term Work Program, 2017-2021

(\*entries with an asterisk represent carryover items from the previous STWP)

#	Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
<b>POPULATION</b>					
1	Designate staff member or elected official to serve as public engagement officer to create a volunteer corps and foster participation in local government activities (meeting notices, social media, etc.)	2017	City council	\$35,000	Local
2	Create a poverty-related committee or task force with the mission of reducing and alleviating the effects of poverty, with membership from government, education, employers, social service, housing, health, etc.	2017-2021	P&Z, economic development, GICH team	None – volunteer	NA
3	Prepare for emergencies by establishing a volunteer response unit and participating in countywide disaster mitigation planning	2017-2021	Fire, police, P&Z, code, utilities	\$50,000	Local
<b>ECONOMIC DEVELOPMENT</b>					
4	*Update and revitalize downtown buildings, landscape, and parking	2017-2018	DDA, Main St., streets and transportation	Staff time	Local
5	Work with local merchants groups to create a “Buy Local” program	2017-2018	Economic development and public relations liaison	Staff time	Local
6	Develop branding and marketing plan to promote city, especially regarding its recreational resources	2017-2019	Economic development and public relations liaison	Staff time	Local
7	*Develop incentive programs for investment in new development	2017	Economic development, utilities, finance	Staff time	Local
8	Conduct a basic, qualitative analysis and needs assessment of housing, employment, recreation, etc. to identify ways to attract new residents who already work in Monroe	2017-2018	P&Z, economic development, GICH team, streets and transportation	Minimal	Local



#	Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
<b>LAND USE, HOUSING, AND DEVELOPMENT</b>					
9	Identify suitable locations for commercial development that is consistent with the community's vision	2017-2021	P&Z, economic development	Staff time	Local
10	Review and, if appropriate, update zoning and development code to ensure that new development is compatible with the community's vision	2017-2019	Development, P&Z, code	Staff time	Local
11	Inventory housing stock and develop plan to eradicate blight	2017-2021	P&Z, economic development, GICH team	None – volunteer	NA
12	*Develop a plan and initiatives for affordable housing	2017-2019	GICH team, P&Z	Staff time	Local
13	Create greenway along creek in Avondale Mills area	2017-2020	Property owner/ developer	\$2 million- \$5 million	Private
<b>NATURAL AND CULTURAL RESOURCES</b>					
14	Establish a tree-planting program	2018	Tree board	None – volunteer	NA
<b>COMMUNITY FACILITIES &amp; SERVICES</b>					
15	SR 138 sewer extension/infrastructure improvement	2017	Utilities	\$1.2 million	Local
16	5th and 6th St. water, stormwater, curb, and gutter infrastructure	2017-2018	Utilities	\$500,000	State, local, CDBG
17	Gas line relocation for SR 78 bridge	2017	Utilities	\$400,000	Local
<b>TRANSPORTATION</b>					
18	Develop a local complete streets and trails plan with a pronounced focus on reducing automobile vehicle-miles traveled	2018-2020	Streets and transportation	\$50,000	Local
19	Develop an informal plan to improve local impact on decisions regarding state and federal highways	2017-2018	City leadership, County, ARC MPO, GDOT	Minimal	City, ARC, GDOT
20	Implement sidewalk master plan	2017-2020	Streets and transportation	\$5.9 million	SPLOST, CDBG
21	Airport: Repair and upgrade aprons and runways, construct eastside terminal area, remove obstructions, install a jet A fuel tank, construct eight-unit T-hangar and four corporate hangars	2018-2022	Airport committee, P&Z, streets and transportation, finance	\$6.1 million	Federal, state, local
22	Resurface 12 centerline miles throughout the city	2017-2021	Streets and transportation	\$975,000	SPLOST
23	New sidewalk construction throughout the city	2017-2021	Streets and transportation	\$475,000	SPLOST
24	Spring St. sidewalk project	2017-2018	Streets and transportation	\$2 million	SPLOST, local

#	Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
25	N Broad St. LCI streetscape project	2017-2018	Streets and transportation, P&Z, finance, utilities	\$2.5 million	Federal, state, local
26	SR 83 truck connector	2020	GDOT	TBD	Local (\$400,000), state TBD
27	Prioritize transportation needs for inclusion in future community and regional plans (ex.: SPLOST and T-SPLOST)	2017-2018	City council, administrator, P&Z, streets and transportation	None	NA

## Report of Plan Accomplishments, 2012-2016

ACTIVITY	STATUS	NOTES
Update and revitalize downtown buildings, landscape and parking	Underway	2018 completion
Aggressively market available development sites identified in the Livable Communities Initiative (LCI) Plan	Abandoned	The private sector has been identified as a more appropriate implementer
Develop incentive programs for new investment	Underway	2017 completion
Follow the future land use map when locating new development	Underway	(Ongoing; will not be carried over into subsequent STWP)
Develop affordable housing initiatives	Underway	2018 completion
Promote mixed-use land use and downtown housing	Underway	(Ongoing; will not be carried over into subsequent STWP)
Promote and encourage use of state and federal tax-incentive programs for rehabilitation of historic properties	Postponed	(Ongoing; will not be carried over into subsequent STWP)
Create greenway along creek in Avondale Mills area	Underway	2020 completion
Install landscaping buffer in front of City of Monroe Utilities warehouse area	Underway	2018 completion
Improve and expand water and wastewater systems as needed to ensure the effectiveness of distribution systems and their ability to accomplish growth	Underway	(Ongoing; will not be carried over into subsequent STWP)
Improve utility and transportation infrastructure to meet community needs	Underway	(Ongoing; will not be carried over into subsequent STWP)
Continue to improve signalization and signage in congested areas of the city	Underway	2020 completion
Improve and repair transportation infrastructure according to community needs	Underway	(Ongoing; will not be carried over into subsequent STWP)
Implement sidewalk master plan	Underway	2018 completion
Conduct study of Broad Street/Alcovy Street and Broad Street/Mears Street intersections	Completed	
Replace/revitalize light fixtures on Broad Street	Completed	

ACTIVITY	STATUS	NOTES
Incorporate comprehensive plan into planning review	Underway	(Ongoing; will not be carried over into subsequent STWP)
Update of local comprehensive plan with LCI recommendations	Completed	
Prepare amendments to zoning code	Completed	



# Appendix

## Appendix: Participation Records



P.O. Box 1249 • Monroe, Georgia 30655

(770) 207-4674

Attn: Business License Division

## OCCUPATION TAX APPLICATION

BUSINESS NAME FUZIONS TELEPHONE (770) 207-0887  
 ADDRESS 806 N BROAD ST, MONROE, GA-30656 TYPE OF BUSINESS Restaurants & Bar  
 MAILING ADDRESS 542 KENION FOREST WAY, LILBURN, GA-30047  
 EMAIL ADDRESS nagaroor@gmail.com  
 OWNER'S NAME REJIMON MATHEW TELEPHONE (702) 927-4726  
 EMERGENCY CONTACT PERSON: REJIMON MATHEW  
 TELEPHONE (702) 927-4726  
 PROPERTY OWNER'S NAME: Pray-B. Inc  
 TELEPHONE (678) 296-1334

\*\*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: Ren

Date 03/19/2018

## 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

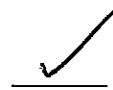
### ALCOHOLIC BEVERAGE LICENSE FEES

#### 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 - private Clubs only

\$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-BWERIES

\$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  
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.

1. Full Name of Business FUZIONI MONROE LLC

Under what name is the Business to operate? FUZIONI

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

Corporation

2. Address: a) Physical: 806 N BROAD ST, MONROE, GA - 30056

b) Mailing: 542 KENION FOREST WAY, LILBURN, GA - 30047

3. Phone 770-207-0887 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 20240572582 Georgia Sales Tax Number 3241608-00

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 REJIMON MATHEWSocial Security Number 680-42-1352Full Name of Spouse, if Married JILL PHILIPAre you a Citizen of the United States or Alien Lawful Permanent Resident? yesBirthplace CHERUVALLY, INDIACurrent Address 542 KENION FOREST WAY City LILBURN St GA Zip 30047Home Telephone 702-927-4726Number of Years at present address 4 years

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

N/A

Number of years at previous address \_\_\_\_\_

Driver's License Number & State OS 7109303, GA8. If new business, date business will begin in Monroe As soon as the license is given

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

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

Previous applicant & D/B/A FRMV D/B/A - Fuzion9. 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 REJIMON MATHEW542 Kenion Forest Way Lilburn, GA - 30047702-927-4726.



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.

FUZION MONROE LLC, 542 Kenion Forest Way  
Lilburn, GA - 30047 - 11/22/2016

REGIMON MATHEW

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

NO

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

N/A

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) \_\_\_\_\_

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. JOJO VARGHESE

Name

3475 Preservation Circle

Address

Lilburn

GA

30042

678 576-3770

City

State

Zip

Telephone

2. JOHN CHERIAN

Name

133 MACOBY RUN ST

Address

LAS VEGAS

NV

89148

702-238-5868

City

State

Zip

Telephone

3. MAZHAR HEMANI

Name

1144 NASH SPRINGS CIR

Address

LILBURN

GA

30042

678-938-8002

City

State

Zip

Telephone

This the 21 day of March 2018.

[Signature] (Signature Applicant)

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

REGIMON MATHEW (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: [Signature]

Notary Public: Deleves Chambers

Executed: 7-01-2018



**To:** City Council  
**From:** Patrick Kelley  
**Department:** Planning, Zoning, and Code  
**Date:** 05/25/2018  
**Subject:** Variance – 911 North Broad Street

---

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

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

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

---

**Description:**

Recommendation is denial.

**Background:**

This property fronts on Highway 11/N Broad Street and consists of 5.95 acres. The request is to allow a material that is not approved in the Zoning Code for the Corridor Design Overlay District. The CDO was established to eliminate the proliferation of metal sided “Butler” Buildings. The CDO was established to improve the aesthetics of our gateway corridors in an effort to improve the perception and actual design characteristic within the City.

**Attachment(s):**

See Below

**March 22, 2018**

**Petition Number: 18-00133**  
**Applicant: Steven W Powers**  
**Location: 911 N Broad Street**  
**Existing Zoning: B2**  
**Acreage: 5.95 ac**  
**Proposed Use: Commercial**

**CODE ENFORCEMENT STAFF RECOMMENDATION**

☐ Approve  
☒ Deny  
☐ Approve with recommended conditions

1. The applicant, Steven W Powers, request a variance of Corridor Design Overlay District Sections 643A.2(1)(c)(vii) for building materials. The request is for 911 North Broad Street. The property consists of a total of 5.95 acres. The property has a total of approximately 204 ft of road frontage on North Broad Street. Code Department recommends denial.
2. Extra ordinary and exceptional conditions pertaining to the subject property because of size, shape, or topography if any: None
3. The literal application of this ordinance does not create an unnecessary hardship.
4. The variance would cause substantial detriment to public good or impair the purposes or intent of this Ordinance.
5. The variance does confer upon the property of the applicant a special privilege denied to other properties in the district.
6. The special circumstances surrounding the request for the variances are the result of acts by the applicant.
7. The variance is not a request to permit a use of land, buildings, or structures which is not permitted by right or by conditional use in the district.
8. The zoning proposal is not consistent with the construction and design standards and design criteria adopted by the City of Monroe.
9. The variance is not the minimum variance that will make possible an economically viable use of the land, building, or structure.

**Please Note:**

1. The CDO was established to eliminate the proliferation of metal sided "Butler" buildings.
2. The CDO was established to improve the aesthetics of our gateway corridors in an effort to improve the perception and actual design characteristics within the city.



# ZONING VARIANCE REQUEST

147



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

PERMITNUMBER	DATE ISSUED	VALUATION	FEE	ISSUED BY
18-00133	03/22/2018	\$ 0.00	\$ 200.00	adkinson

NAME + ADDRESS	LOCATION	911 N Broad St Monroe, GA 30655	USEZONE	B2	FLOODZONE	Yes
			PIN	M0005-044-000		
	CONTRACTOR	Steven Wayne Powers	SUBDIVISION	CORRIDOR DESIGN OVERLAY DISTRICT		
			LOT			
			BLOCK	0		
			UTILITIES...			
			Electric			
			Sewer			
			Gas			
	OWNER	Steven W Powers ()	PROJECTID#	911NBroadSt-180213-1		
		EXPIRATIONDATE:	06/30/2018			
	920 Holly Hill Rd Monroe GA 30655					
	PO BOX 363 Monroe GA 30655					

## CHARACTERISTICS OF WORK

DESCRIPTION OF WORK	DIMENSIONS
Request for a Variance - P&Z Meeting 5/15/18 @ 5:30 pm - Council Meeting 6/12/18 @6:00 pm - 215 N Broad Street	#STORIES
	SQUAREFOOTAGE
	Sq. Ft.
	#UNITS
NATURE OF WORK	SINGLE FAMILY ONLY
Other	#BATHROOMS
CENSUS REPORT CODE	#BEDROOMS
880 - * Zoning Variance Request	TOTAL ROOMS

## NOTICE

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

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

Signature of Contractor or Authorized Agent

*Debra Adkinson*

Approved By

Date

4-4-18

Date

## MANAGE YOUR PERMIT ONLINE

WEBADDRESS	PERMITNUMBER	PERMITPIN
<a href="http://BuildingDepartment.com/project">http://BuildingDepartment.com/project</a>	18-00133	55962

BP1-20040705-si



### Variance/Conditional Use Application

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

Meeting of: \_\_\_\_\_

*Your representative must be present at the meeting*

Street address 911 N. Broad St Council District 1 / 7 Map and Parcel # M-5-P44  
 Zoning B-2 Acreage 0.95 Proposed Use Carewash / Auto Service Road Frontage 204 ft. / on  
 \_\_\_\_\_ (street or streets)

Applicant  
 Name Steve Powers  
 Address 920 Holly Hill Rd  
 Phone # 678-878-1061

Owner  
 Name Same  
 Address \_\_\_\_\_  
 Phone # \_\_\_\_\_

Request Type: (check one) Variance ☒ Conditional Use ☐

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

Commercial Auto Service Building

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

Building will be behind existing Lube Shop and will be used for Auto Repair.

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

Requesting variance for building materials of CDO Sect 643A.2(1)(c)(vii)

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

60x100' Metal Building will be faced with brick and Stucco

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

Cost of construction of exterior

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

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

Documents to be submitted with request:


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

Application Fees:

☐ \$100 Single Family  
☐ \$300 Multi Family  
☐ \$200 Commercial

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

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

Signature  Date: 3-21-18

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

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Notary Public

Commission Expires: \_\_\_\_\_

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





**BROAD ST.**

100' R/W ~ NORTH BROAD  
GA. HWY. NO. 11 S 31°15'53"E  
1200'

18.00

PRESTON M. BREEDLOVE  
TAX PARCEL C0920003  
ZONED: A1 295.61'

P.O.B. SQUARE BAR  
S 61.04'42"W  
9106

305.39'

50'57"E

מבוא

EX. BLDG.  
FF: 917.20

EX-CAR  
WASH

PROP.  
EXPANSION  
FEE 917.20

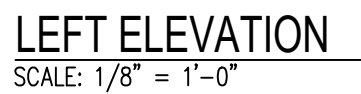
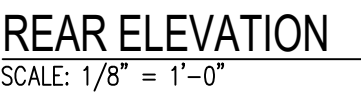
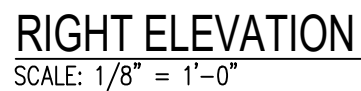
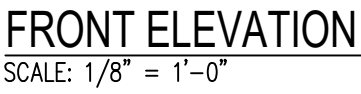
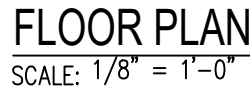
PROPOSED  
000 S.F. BLDG.  
EFF: 915.00

560.38,25 W

401.42

$$\begin{array}{r} 5.60.37.30 \\ \underline{113.58} \end{array}$$

sd!



# Garland

**& Associates Contractors, Inc.**

## GENERAL CONTRACTORS

1020 Garland Dr. - Suite 400

Phone: 770-725-9000

Fax: 770-725-8900

boyall, GA 30022  
www.garland-associates.com

Commercial · Industrial · Design/Build

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[illegible]

	04-23-18	ISSUED FOR CONSTRUCTION
MK	DATE	SUBMITTAL/REVISION

NEW SHOP

FOR:  
WOW EXPRESS

911 HWY 11  
MONROE, GA 30655

SHEET TITLE

FLOORPLAN  
AND  
ELEVATIONS

PROJECT NUMBER

FOR CONSTRUCTION

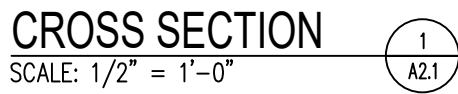
SHEET NUMBER

## A1.1

OF 3







SCALE:  $1/2" = 1'-0"$

# Garland

**& Associates Contractors, Inc.**

## GENERAL CONTRACTORS

1020 Garland Dr. - Suite 400

Fax: 770-725-8900

Fax:

www.garland-associates.com

Commercial · Industrial · Design/Build

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04-23-18	ISSUED FOR CONSTRUCTION
----------	-------------------------

MK	DATE	SUBMITTAL/REVISION
----	------	--------------------

NEW SHOP

FOR:  
WOW EXPRESS

911 HWY 11  
MONROE, GA 30655

SHEET TITLE

## CROSS SECTION

PROJECT NUMBER

FOR CONSTRUCTION

SHEET NUMBER

## A2.1

OF 3

Plat Doc: PLAT  
Recorded 08/22/2017 08:50AM

KATHY K. TROST  
Clerk Superior Court, WALTON County, Ga.  
Bk 00113 Pg 0079  
Participants: 6458806574

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS  
IN A DESIGNATED FLOOD HAZARD AREA,  
ACCORDING TO THE F.I.R.M. NO. 13297C0135E  
DATED 12/8/2016

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS  
PLAT, MAP OR PLAN FOR FILING:

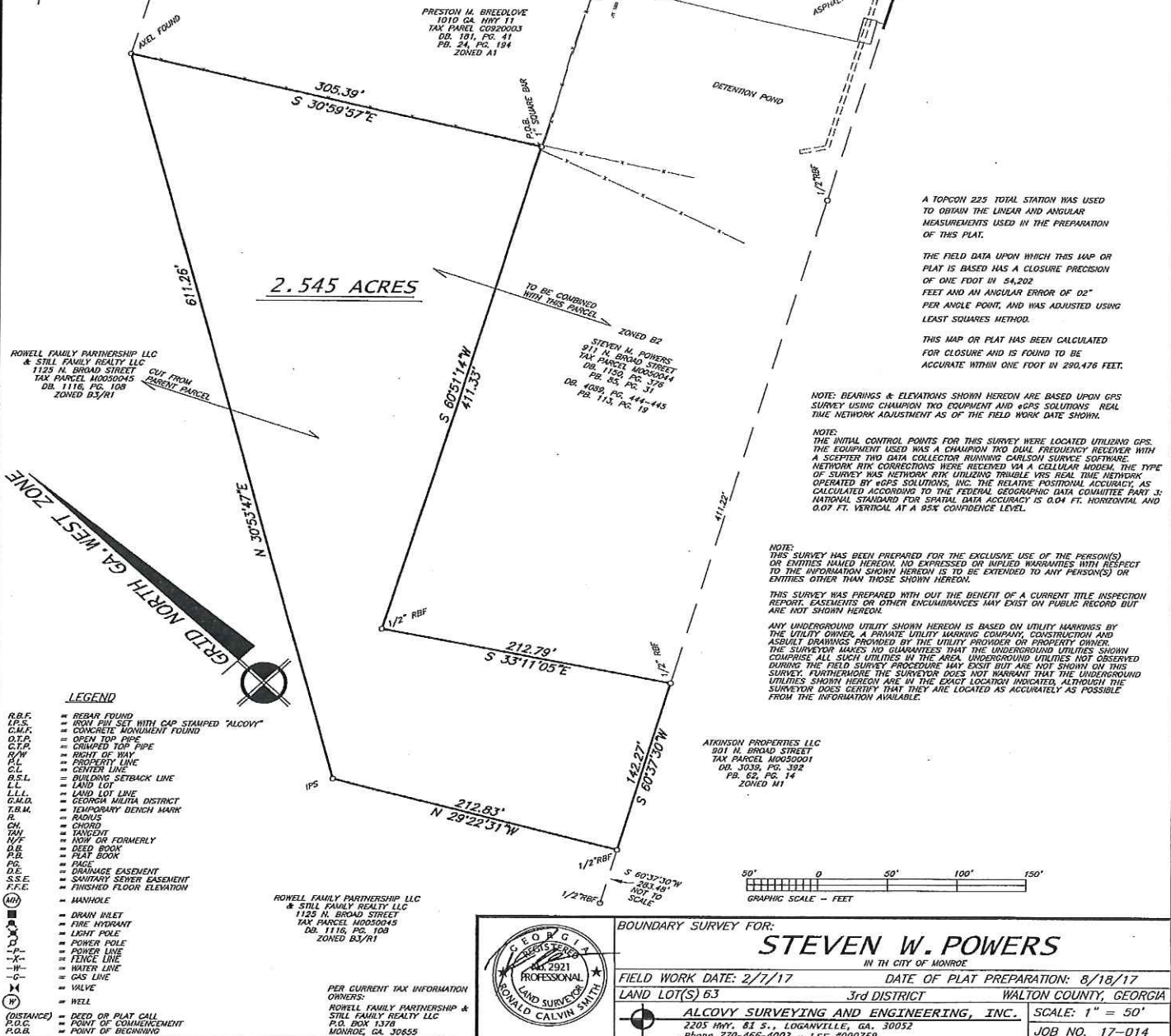
CITY OF MONROE CODE DEPARTMENT

THIS BLOCK RESERVED FOR  
THE CLERK SUPERIOR COURT

#### SURVEYOR CERTIFICATION

As required by subsection (d) of O.C.G.A. section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Ronald Calvin Smith, Jr., R.L.S. no. 2921





FILED AND RECORDED  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA

00 NOV 17 AM 9:52

Please return to:

WILLIAM R. CHILDERS, JR., P.C.  
139 East Highland Avenue  
Monroe, Georgia 30655

BOOK 1150 PAGE         
KATHY K. TROST, CLERK

WALTON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$ 108.40  
DATE 11-17-00

### WARRANTY DEED

STATE OF GEORGIA, COUNTY OF WALTON

*Kathy K. Trost*  
CLERK OF SUPERIOR COURT

THIS INDENTURE, made the 16th day of November in the year two thousand between

**STELLA HOLDER HARRISON, DORA HOLDER MITCHEM, GEORGE T. HOLDER, & LEONARD P. HOLDER (a/k/a LEONARD B. HOLDER)**

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

**STEVEN W. POWERS**

of the County of Walton, and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantors" and "Grantee" to include their respective heirs, executors, administrators, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of the sum of other valuable consideration and Ten and No/100 DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien convey and confirm unto the said Grantee

All that tract or parcel of land lying and being in Land Lot 63, 3<sup>rd</sup> District, Town G.M.D. 419, Walton County, Georgia, containing 1.404 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 November 14, 2000, and recorded in Plat Book 85, page 31, 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 on the Southwesterly right of way of Georgia Highway No. 11 (shown as being 80 feet in width) situated 1759.73 feet Southeasterly along such right of way from its intersection with the right of way of Double Springs Road; Running thence along said right of way South 31°10'07" East 208.56 feet to an iron pin; Running thence South 60°42'13" West 288.54 feet to an iron pin; Running thence North 33°01'45" West 210.96 feet to an iron pin; Running thence North 61°06'00" East 295.47 feet to the POINT OF BEGINNING. This is the same property conveyed by deed of assent out of the estate of Lillie Burgess Gibson to Stella Holder Harrison, Dora Holder Mitchem, George Holder, and Leonard B. Holder (a/k/a Leonard P. Holder), dated November 18, 1999, recorded in Deed Book 1035, pages 72-73, Walton County Records.

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

(CONTINUED)

*L.P.H.*  
*27 H*  
*28 29*

*D.H.M.*



AND THE SAID Grantors will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered  
in the presence of:

William P. Childers, Jr.  
Unofficial Witness

Carol Ann Lawrence  
Notary Public  
Notary Public, Walton County, Georgia  
My Commission Expires Jan. 1, 2001



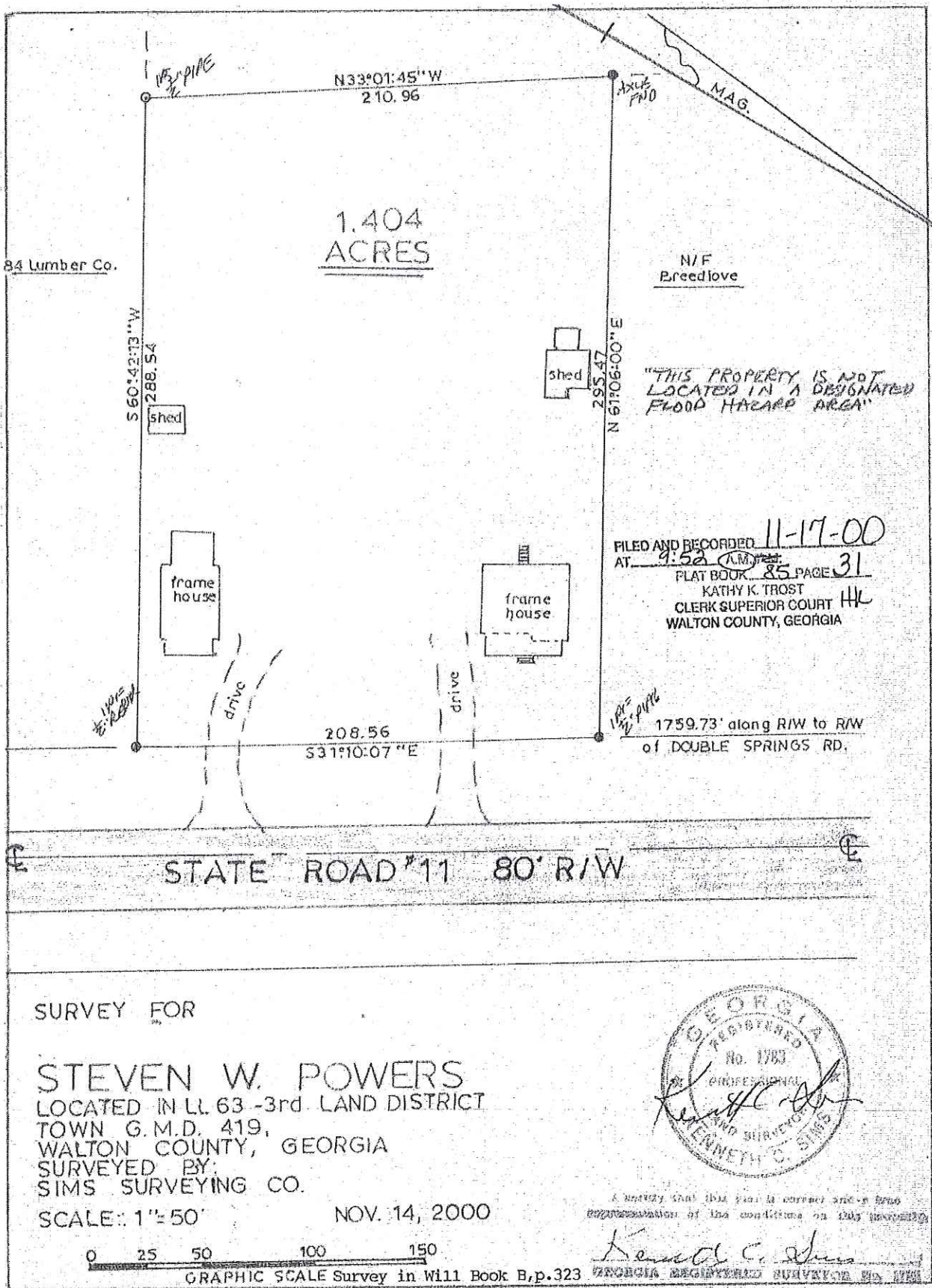
Stella L. Harrison (SEAL)  
STELLA HOLDER HARRISON

Dora Nellie Mitchem (SEAL)  
DORA HOLDER MITCHEM

George T. Holder (SEAL)  
GEORGE T. HOLDER

Leonard P. Holder (SEAL)  
LEONARD P. HOLDER,  
a/k/a LEONARD B. HOLDER





Plat Doc: PLAT  
Recorded 05/22/2017  
02:39PM

KATHY K. TROST  
Clerk Superior Court,  
WALTON County, Ga.  
Bk 00113 Pg 0019  
Participants:

THIS BLOCK RESERVED FOR  
THE CLERK SUPERIOR COURT

#### LEGEND

- R.B.F. = REBAR FOUND  
I.P.S. = IRON PIN SET WITH CAP STAMPED "ALCOVY"  
C.M.F. = CONCRETE MONUMENT FOUND  
O.T.P. = OPEN TOP PIPE  
C.T.P. = CRIMPED TOP PIPE  
R/W = RIGHT OF WAY  
P.L. = PROPERTY LINE  
C.L. = CENTER LINE  
B.S.L. = BUILDING SETBACK LINE  
L.L. = LAND LOT  
L.L.L. = LAND LOT LINE  
G.M.D. = GEORGIA MILITARY DISTRICT  
T.B.M. = TEMPORARY BENCH MARK  
R. = RADIUS  
CH. = CHORD  
TAN. = TANGENT  
V.O.F. = VIEW OR FORMERLY  
D.B. = DEED BOOK  
P.B. = PLAT BOOK  
P.G. = PAGE  
D.E. = DRAINAGE EASEMENT  
S.S.E. = SANITARY SEWER EASEMENT  
F.F.E. = FINISHED FLOOR ELEVATION  
MH = MANHOLE  
DI = DRAIN INLET  
FI = FIRE HYDRANT  
LP = LIGHT POLE  
PP = POWER POLE  
PL = POWER LINE  
FL = FENCE LINE  
WL = WATER LINE  
GL = GAS LINE  
V = VALVE  
W = WELL  
(DISTANCE) = DEED OR PLAT CALL  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING

**SURVEYOR CERTIFICATION**  
As required by subsection (d) of O.C.G.A. section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Ronald Calvin Smith, Co. R.L.S. no. 2921

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

NOTE: THE INITIAL CONTROL POINTS FOR THIS SURVEY WERE LOCATED UTILIZING GPS. THE EQUIPMENT USED WAS A CHAMPION TWO DUAL FREQUENCY RECEIVER WITH A SCIENTIFIC TWO DATA COLLECTOR RUNNING CARLSON SURVEY SOFTWARE. NETWORK RTK CORRECTIONS WERE RECEIVED VIA A CELLULAR MODEM. THE TYPE OF SURVEY WAS NETWORK RTK UTILIZING TRIMBLE VRS REAL TIME NETWORK OPERATED BY GPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

NOTE: THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITIES NAMED HEREON. NO EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSON(S) OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THIS SURVEY WAS PREPARED WITH OUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT ARE NOT SHOWN HEREON.

ANY UNDERGROUND UTILITY SHOWN HEREON IS BASED ON UTILITY MARKINGS BY THE UTILITY OWNER, A PRIVATE UTILITY MARKING COMPANY, CONSTRUCTION AND ASBUILT DRAWINGS PROVIDED BY THE UTILITY PROVIDER OR PROPERTY OWNER. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. UNDERGROUND UTILITIES NOT OBSERVED DURING THE FIELD SURVEY PROCEDURE MAY EXIST BUT ARE NOT SHOWN ON THIS SURVEY. FURTHERMORE THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

GRID NORTH GA. WEST ZONE



PRESTON M. BREEDLOVE  
1010 GA. HWY 11  
TAX PARCEL C0220003  
DB. 181, PG. 41  
PB. 24, PG. 104  
ZONED A1

ROWELL FAMILY PARTNERSHIP LLC  
& STILL FAMILY REALTY LLC  
1125 N. BROAD STREET  
TAX PARCEL M0050045  
DB. 1116, PG. 108  
ZONED B3/R1

ROWELL FAMILY PARTNERSHIP LLC  
& STILL FAMILY REALTY LLC  
1125 N. BROAD STREET  
TAX PARCEL M0050045  
DB. 1116, PG. 108  
ZONED B3/R1

NOT TO SCALE  
400.75  
S 60°37'30"W

A TOPCON 225 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 54,000 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 200,476 FEET.

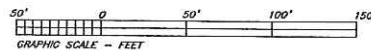
PER CURRENT TAX INFORMATION OWNERS:  
ATKINSON PROPERTIES LLC  
3293 HWY 78 WEST  
SNELLVILLE, GA. 30078  
ROWELL FAMILY PARTNERSHIP &  
STILL FAMILY REALTY LLC  
P.O. BOX 1378  
MOORE, GA. 30655

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA. ACCORDING TO THE F.L.R.M. NO. 13297001368 DATED 12/8/2016

APPROVED FOR RECORDING

5-22-17

THE PURPOSE OF THIS PLAT IS TO COMBINE TRACTS 1 & 2 WITH EXISTING TAX PARCEL M0050044.



BOUNDARY SURVEY FOR:

**STEVEN W. POWERS**

IN THE CITY OF MONROE

FIELD WORK DATE: 2/7/17

DATE OF PLAT PREPARATION: 5/18/17

LAND LOT(S) 63

3rd DISTRICT

WALTON COUNTY, GEORGIA

ALCOVY SURVEYING AND ENGINEERING, INC.

SCALE: 1" = 50'

2205 HWY. 81 S., LOGANVILLE, GA. 30052  
Phone 770-466-4002 - LSF #000759

JOB NO. 17-014

REVISION NO. 1 - 5/22/17 - REVISED TRACT 2 LINES AND AREA.



# 2017 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

159

WALTON CO. TAX COMM.  
303 S. HAMMOND DRIVE  
SUITE 100  
MONROE, GA. 30655

BILL NUMB. 2017 28975  
ACCT NUMB. 579500 010  
TAXPAYER POWERS STEVEN W  
MAP NUMBER M 5 44  
LEGAL DESC COMM/1.40AC  
LOCATION 911 N BROAD STREET  
CURRENT YEAR TAXES NO TAX DUE

If paying by check or money order,  
please include your tax bill number.

PAYMENT DUE NO TAX DUE  
ON OR BEFORE NOVEMBER 15, 2017

POWERS STEVEN W  
1005 S BROAD ST  
MONROE GA 30655

28975PT

WALTON CO. TAX COMM.  
303 S. HAMMOND DRIVE  
SUITE 100  
MONROE, GA. 30655

2017  
CO. PT.  
28975

Please return this portion of your bill with your payment

## 2017 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR	BILL NUM	ACCOUNT NUMBER	DI	LOCATION/DESCRIPTION		MAP/PARCEL		FAIR MARKET VALUE
2017	028975	579500 010	1	COMM/1.40AC		M 5	44	339,900
TAXING ENTITY		ASSESSMENT		EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY		135960			135960	.0109050	323.86	1,482.64
SCHOOL		135960			135960	.0187000		2,542.45
SCH BOND		135960			135960	.0029000		394.28
CITY TAX		135960			135960	.0054180	540.44	736.63
CITY BOND		135960			135960	.0020030		272.33
						TOTAL SCHOOL TAXES		2,936.73
						TOTAL COUNTY T		1,482.64
						TOTAL CITY T		1,008.96

The gradual reduction and elimination of the STATE  
MILLAGE RATE is the result of property tax relief  
passed by the Governor, the Georgia State Senate,  
and the House of Representatives.

THIS YEAR TAX NO TAX DUE

POWERS STEVEN W  
1005 S BROAD ST  
MONROE GA 30655

PAYMENT MUST BE MADE ON OR BEFORE  
NOVEMBER 15, 2017  
YOUR CANCELLED CHECK IS YOUR RECEIPT

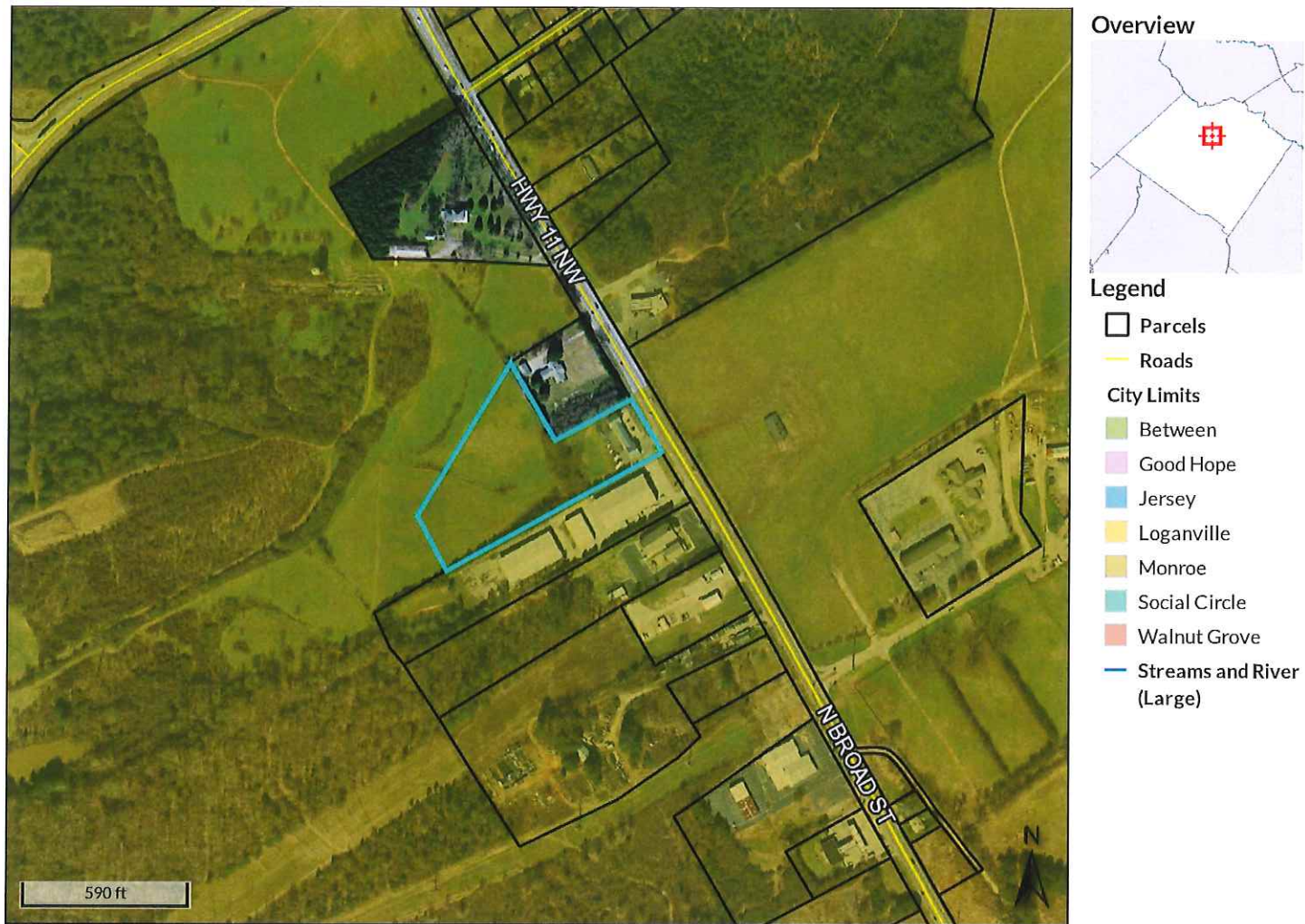
**TOTAL TAX DUE** NO TAX DUE  
CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY  
WALTON CO. TAX COMM.  
303 S. HAMMOND DRIVE  
SUITE 100  
MONROE, GA. 30655

### -----PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL-----

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2018 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 266 1736. If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value not later than 4/01/2018 in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at 303 S. HAMMOND DRIVE and/or (770) 266 1736.

**LOCAL OPTION SALES TAX CREDIT:**  
The General Assembly reenacted the Local Option Sales Tax Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received. The law now requires the following additional information to be provided to each taxpayer:

LOCAL TAX LEVY:	
Mill rate required to produce local budget	22.680
Reduction in mill rate due to rollback to taxpayers	
of sales tax proceeds this previous year	6.357
Actual mill rate set by local officials	16.323



Parcel ID	M0050044	Owner	POWERS STEVEN W	Last 2 Sales			
Class Code	Commercial		1005 S BROAD ST	Date	Price	Reason	Qual
Taxing District	Monroe		MONROE GA 30655	11/16/2000	\$108400	FM	Q
	Monroe	Physical Address	911 N BROAD STREET	n/a	0	n/a	n/a
Acres	5.95	Assessed Value	Value \$339900				

(Note: Not to be used on legal documents)

Date created: 3/22/2018  
 Last Data Uploaded: 3/22/2018 8:20:10 AM

**NOTICE TO THE PUBLIC  
CITY OF MONROE**

**The City of Monroe has received a request for a variance of section 643A.2(1)(c)(vii) of the Zoning Ordinance for 911 N Broad Street. A public hearing will be held on May 15, 2018 before the Planning & Zoning Commission, at 5:30 P. M.**

**The City of Monroe has received a request for a variance of section 643A.2 (1)(c)(vii) of the Zoning Ordinance for 911 N Broad Street. A public hearing will be held on June 12, 2018 before the Mayor and Council, at 6:00 pm.**

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

**Please run on the  
following date:**

**April 29, 2018**



## 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	_____
MICRO-BREWERIES	\$1000.00	_____
BEER/WINE AMENITIES LICENSE	\$100.00	_____
BREWPUB	\$1000.00	_____

DISTILLED SPIRITS	\$3000.00	_____
NON PROFIT PRIVATE CLUB	\$600.00	_____
SUNDAY SALES	\$150.00	_____
MICRO-DISTILLERIES	\$3000.00	_____

BREWPUB	\$750.00	_____
---------	----------	-------

SPECIAL EVENT VENUES	\$300.00	<u>  X  </u>
----------------------	----------	--------------

#### PACKAGE:

#### LICENSE FEE:

BEER/WINE	\$2000.00	_____
HOTEL/MOTEL IN ROOM SERVICE	\$250.00	<u>  X  </u>
BREWERIES OR MICRO-BREWERIES	\$1000.00	_____
GROWLERS	\$2000.00	_____

**MANUFACTURER****LICENSE FEE:**

DISTILLERIES OR MICRO-DISTILLERIES

\$1500.00

BREWERY OR MICRO-BREWERIES

\$1000.00

**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

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.

1. Full Name of Business MG Alignment, LLC

Under what name is the Business to operate? Sparrow Hill Inn

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

Partnership, domestic

2. Address: a) Physical: 410 E Church Street, Monroe, Ga 30655

b) Mailing: 1264 Buloxi Court Grayson, Ga 30017

3. Phone 470-865-6800 Beginning Date of Business in City of Monroe July

4.      New Business N/A 2014 Existing business purchase

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

5. Federal Tax ID Number 46-2903761 Georgia Sales Tax Number 308-239663

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 X

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

7. Full name of Applicant Myron Thomas Mayfield

Social Security Number \_\_\_\_\_ Please use driver's license number instead; copy of passport available if needed

Full Name of Spouse, if Married Kimberly H. Mayfield

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

Birthplace Denver, Colorado

Current Address 1264 Buloxi Court City Grayson St Ga Zip 30017

Home Telephone 404-444-3356

Number of Years at present address 15

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

N/A

Number of years at previous address NA

Driver's License Number & State GA 055963581

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, closing statement, and check.

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 Joy Gilliam

4374 Aberdeen Road, Lilburn Ga 30047

Real Estate Agent - Coldwell Banker

770-310-9620

10. Has the person, firm, limited liability company, corporation, applicant, owner/owners, partner, shareholder, manager or officer been arrested, convicted or entered a plea of nolo contendere within ten (10) years immediately prior to the filing of this application for any felony or misdemeanor of any state or of the United States, or any municipal ordinance involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexually related crime. If yes, describe in detail and give dates.

No

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

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

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

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

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. Myron T. Mayfield 24% Owner, Home: 1264 Buloxi Court, Grayson Ga 30017 404-444-3356, Business: 1100 Peachtree Street, Atlanta, Ga 30309 404-479-4108  
Kimberly H. Mayfield 26% Owner, Home: 1264 Buloxi Court, Grayson, Ga 30017 404-444-3356 Business: 410 E. Church Street, Monroe, Ga 30655 470-865-6800  
Thad E. Gilliam 24% Owner, Home: 4374 Aberdeen Road, Lilburn, Ga 30047 404-642-4998 Business: 912 Killian Hill Rd SW, Lilburn, Ga 30047 770-457-0065  
Joy D. Gilliam 26% Owner, Home: 4374 Aberdeen Road, Lilburn, Ga 30047 770-310-9620 Business: 11028 Medlock Bridge Rd, Ste 70, Johns Creek, Ga 30097 770-310-9620
17. If partnership or individual, state names of any persons or firm owning any interest or receiving any funds from the corporation. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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) 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?

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. Joy Gilliam  
 Name  
4374 Aberdeen Road  
 Address  
Lilburn Ga 30047 770-310-9620  
 City State Zip Telephone

2. Thad Gilliam  
 Name  
4374 Abderdeen Road  
 Address  
Lilburn Ga 30047 404-642-4998  
 City State Zip Telephone

3. Bethany Mozley  
 Name  
1284 Kristen Lane  
 Address  
Loganville Ga 30052 770-310-9619  
 City State Zip Telephone

This the 9<sup>th</sup> day of MAY 2018.

[Signature] (Signature Applicant)

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

TOM MAYFIELD (Print Name)

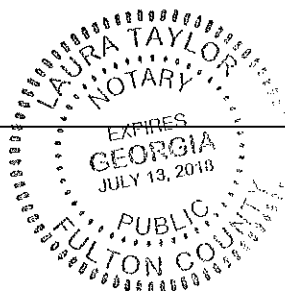
Or: \_\_\_\_\_ (Signature of Corporate Officer)

\_\_\_\_\_  
 (Printed Name and Title of Corporate Officer)

Signed, sealed and delivered in the presence of: Lana Taylor

Notary Public:

Executed: \_\_\_\_\_



**AN ORDINANCE OF THE CITY OF MONROE TO ADOPT CERTAIN SPEED ZONE LIMITS FOR THE ROADS OF THE CITY OF MONROE; TO PROVIDE FOR CERTAIN SCHOOL ZONE HOUR RESTRICTIONS TO SPEED LIMITS; TO AUTHORIZE THE USE OF SPEED DETECTION DEVICES WITHIN THE CITY LIMITS OF THE CITY OF MONROE; TO PROVIDE PROCEDURES FOR IMPLEMENTATION AND ENFORCEMENT; AND FOR OTHER PURPOSES**

The Mayor and Council of the City of Monroe, Georgia, hereby ordain as follows:

**Article I**

**Section 1.** Pursuant to OCGA 40-6-183, the City of Monroe hereby establishes the following speed zones on the roads and streets located within the City Limits of the City of Monroe all as more fully detailed and outlined in Exhibit A, attached hereto.

**Section 2.** Said speed zones and speed limits, including the restrictions relating to school zones, are hereby established based on an engineering and traffic investigation as prescribed by OCGA 40-6-183.

**Article II**

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

**Article III**

This Ordinance shall take effect upon adoption and execution by the Mayor and Council.

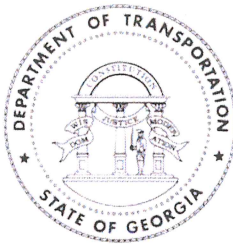
**FIRST READING.** This 8<sup>th</sup> day of May, 2018.

**SECOND READING AND ADOPTED** on this \_\_\_\_\_ day of June, 2018.

**CITY OF MONROE, GEORGIA**

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

Attest: \_\_\_\_\_  
Debbie Kirk, City Clerk



DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308

April 16, 2018

City of Monroe  
Attn: Mayor John Howard  
P. O. Box 1249  
Monroe, Ga. 30655

SUBJECT: Speed Zone Ordinance  
City of Monroe, Walton County

Georgia Department of Transportation has completed the update for the City of Monroe Speed Zone Ordinance. The revision is for a correction on Alcovy Street (Off-System) for the ending point being "200' North of Oak Ridge".

Two copies of the updated ordinance is enclosed for your review and approval. Once approved, please forward one signed notarized copy of the ordinance to the Gainesville office listed below for further processing. This copy will be maintained for our files and will be forwarded to the Department of Public Safety for their review and approval.

It is the City's responsibility to sign all off-system roadways. Speed limit signs and speed checked by detection device signs have to be in place for thirty (30) days prior to radar use. The attached ordinance will go into effect upon approval from the Department of Public Safety. However, the City **cannot** use any speed detection device until the signing requirements are met.

We appreciate your patience and cooperation in this matter. Should you have questions or require assistance, please contact Shane Giles at (770) 533-8491.

Sincerely,

*Sue Anne Decker* SD

Sue Anne H. Decker, P.E.  
District Traffic Engineer

SHD: SCG  
Attachments

The City of Monroe is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS**  
for  
**CITY OF MONROE**  
**ON-SYSTEM**

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 10	<b>MONROE</b>	1373' east of Smith Road (West Monroe City Limits)	08.80	370' east of Cherry Hill Road (East Monroe City Limits)	13.59	04.79	55
SR 10 Business	<b>MONROE</b>	State Route 10	00.00	2077' west of State Route 138	00.44	00.44	45
SR 10 Business	<b>MONROE</b>	2077' west of State Route 138	00.44	100' east of Jackson Street	02.56	02.12	35
SR 10 Business *** <b>SCHOOL ZONE</b> ***	<b>MONROE</b> <b>George Walton Academy</b> <b>SCHOOL DAYS ONLY</b>	575' west of George Walton Academy Drive	00.99	530' east of George Walton Academy Drive	01.20	00.21	30
SR 10 Business	<b>MONROE</b>	100' east of Jackson Street	02.56	67' west of Milledge Avenue	02.80	00.24	30
SR 10 Business	<b>MONROE</b>	67' west of Milledge Avenue	02.80	168' east of Hammond Drive	03.55	00.75	35
SR 10 Business	<b>MONROE</b>	168' east of Hammond Drive	03.55	State Route 10	04.10	00.55	45
SR 11	<b>MONROE</b>	260' north of South Madison Avenue (South Monroe City Limits)	11.35	417' north of South Madison Avenue	11.38	00.03	55
SR 11	<b>MONROE</b>	417' north of South Madison Avenue	11.38	542' south of Walker Drive	11.84	00.46	45
SR 11	<b>MONROE</b>	542' south of Walker Drive	11.84	157' south of Mears Street	12.48	00.64	35
SR 11	<b>MONROE</b>	157' south of Mears Street	12.48	Alcovy Street	12.86	00.38	30
SR 11	<b>MONROE</b>	Alcovy Street	12.86	Walton Street	13.35	00.49	25
SR 11	<b>MONROE</b>	Walton Street	13.35	150' north of Marable Street	13.58	00.23	30
SR 11	<b>MONROE</b>	150' north of Marable Street	13.58	Mayfield Drive	14.05	00.47	35
SR 11	<b>MONROE</b>	Mayfield Drive	14.05	213' north of Charlotte Rowell Blvd (North Monroe City Limits)	15.02	00.97	45

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or School Name</i>	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 83	<b>MONROE</b>	1390' south of Piedmont Parkway (South Monroe City Limits)	08.19	1291' south of Piedmont Parkway	08.21	00.02	55
SR 83	<b>MONROE</b>	1291' south of Piedmont Parkway	08.21	State Route 10	08.99	00.78	45
SR 138	<b>MONROE</b>	1025' west of Michael Etchinson Road (West Monroe City Limits)	09.30	State Route 10 westbound on/off ramp	10.44	01.14	45

**OFF-SYSTEM**

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF <i>and/or School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Alcovy Street	<b>Monroe</b>	State Route 11	200' South of Barrett Street	00.41	30
Alcovy Street	<b>Monroe</b>	200' South of Barrett Street	200' North of Oak Ridge	01.10	35
Alcovy Street	<b>Monroe</b>	200' North of Oakland Ridge	South Monroe City Limits	00.40	45
Atha Street	<b>Monroe</b>	Madison Avenue	State Route 11	00.39	30
Baker Street	<b>Monroe</b>	Hammond Drive	Southview Drive	00.92	30
Birch Street	<b>Monroe</b>	Marable Street	Cherry Hill Drive	00.46	35
Breedlove Drive	<b>Monroe</b>	State Route 10 Business	Alcovy Street	01.30	35
Bryant Road	<b>Monroe</b>	Marable Street	State Route 10 Business	00.55	30
Carwood Mayfield Drive	<b>Monroe</b>	State Route 10 Business	State Route 11	01.38	35
Cherry Hill Road	<b>Monroe</b>	State Route 10/US 78	2400' West of State Route 10/US 78	00.45	25
Cherry Hill Road	<b>Monroe</b>	2400' West of State Route 10/US 78	Birch Street	00.67	35
Church Street	<b>Monroe</b>	State Route 11	Hammond Drive	00.89	30
Church Street	<b>Monroe</b>	Hammond Drive	Poplar Street	00.40	35
Church Street	<b>Monroe</b>	Poplar Street	East Monroe City Limits	00.50	45
Davis Street	<b>Monroe</b>	State Route 11	Dead End	00.97	30
Fifth Street	<b>Monroe</b>	Madison Avenue	Dead End	00.49	25
Sixth Street	<b>Monroe</b>	State Route 11	Dead End	00.26	25
Glen Iris Drive	<b>Monroe</b>	State Route 10 Business	Marable Street	00.53	30
Hammond Drive	<b>Monroe</b>	State Route 10 Business	Church Street	00.63	35
Highland Avenue	<b>Monroe</b>	State Route 10 Business	Madison Avenue	00.79	25
Madison Avenue	<b>Monroe</b>	Mill Street	South Monroe City Limits	01.13	35



Marable Street	<b>Monroe</b>	State Route 11	400' North of Roosevelt Street	00.73	30
Marable Street	<b>Monroe</b>	400' North of Roosevelt Street	250' South of Walton Road	00.35	35
Marable Street	<b>Monroe</b>	250' South of Walton Road	North Monroe City Limits	00.50	45
McDaniel Street	<b>Monroe</b>	State Route 11	Pinecrest Drive	00.35	30
McDaniel Street	<b>Monroe</b>	Pinecrest Drive	Breedlove Drive	00.70	35
Pannell Road	<b>Monroe</b>	Madison Avenue	Southeast Monroe Street	00.33	35
Pinecrest Drive	<b>Monroe</b>	State Route 10	McDaniel Street	00.48	30
Plaza Drive	<b>Monroe</b>	State Route 10 Business	Mayfield Drive	00.62	30
Poplar Street	<b>Monroe</b>	Church Street	Southeast Monroe City Limits	00.69	35
Vine Street	<b>Monroe</b>	State Route 11	South Monroe City Limits	00.46	35
Walker Drive	<b>Monroe</b>	State Route 11	Alcovy Street	00.85	30
Walton Road	<b>Monroe</b>	Marable Street	North Monroe City Limits	00.74	35

**\*\*\*SCHOOL ZONE HOURS ARE EFFECTIVE\*\*\***

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time –  
**SCHOOL DAYS ONLY**

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time –  
**SCHOOL DAYS ONLY**

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Council

Sworn and Subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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



**To:** City Council, Planning and Code Committee  
**From:** Logan Propes, City Administrator  
**Department:** Administration  
**Date:** 05/30/2018  
**Subject:** 2018 Community Work Program Update & Resolution

---

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

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

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

---

**Description:**

Staff recommends the APPROVAL of the 2018 update to the community work plan and its associated resolution.

**Background:**

As part of obtaining funding for additional CDBG and EIP grants, the City needs to update, via minor amendments, its Community Work Plan (CWP), formerly known as the Short-Term Work Program, within the Comprehensive Plan Document. The purpose is to accurately show progress as it is being made on certain projects, outline other future projects and to better define the activities for economic development scope of work.

A public hearing is required to be held, in this case on June 12, 2018 as part of the Regular Council Meeting.

**Attachment(s):**

Proposed amendments to the City of Monroe Community Work Program Resolution

**PROPOSED AMENDMENT TO THE  
CITY OF MONROE SHORT TERM WORK PROGRAM 2017-2021**

**Adopted: \_\_\_\_\_**

**Proposed City of Monroe Minor Amendment to the Short-Term Work Program to be added to Community Facilities & Services on page 15:**

Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
South Madison Avenue Target Area sewer improvements	2018-2019	Utilities	\$1,000,000	State, Local, CDBG

**Proposed City of Monroe Minor Amendment to the Short-Term Work Program to be added to Economic Development on page 14:**

Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
Address infrastructure improvements (water, sewer, road, etc.) to support new and existing industries.	2018-2021	Utilities, streets and transportation, economic development	\$1,000,000	State and Local

# City of Monroe Comprehensive Plan

2017 Update

*Developed by the Planning & Government Services Division of the Northeast Georgia Regional Commission*



Acknowledgements

Walton County Unified Comprehensive Plan Steering Committee  
Kevin Little, Chairman, Walton County  
Mike Martin, Planning Director, Walton County  
Charna Parker, Assistant Planning Director, Walton County  
Ashley Blackstone, Mayor, Between  
Jimmy Guthrie, Mayor, Good Hope  
Randy Carithers, Mayor, Jersey  
Dan Curry, Mayor, Loganville  
Robbie Schwartz, Project Specialist, Loganville  
Greg Thompson, Mayor, Monroe  
Pat Kelley, Planning Director, Monroe  
Hal Dally, Mayor, Social Circle  
Adele Schirmer, Manager, Social Circle  
Lamar Lee, Mayor, Walnut Grove  
Shane Short, Executive Director, Development Authority of Walton  
County  
Mike Owens, President, Axis Risk Consulting  
Eddie Sheppard, resident  
William Malcolm, resident  
Chip Dempsey, resident

Northeast Georgia Regional Commission  
James Dove, Executive Director  
Burke Walker, Director of Planning & Government Services  
John Devine, AICP, Senior Planner (Project Lead)  
Eva Kennedy, Project Specialist

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# Chapter 1

## Introduction & Overview

### Purpose

This comprehensive plan serves as a decision-making guide for local government officials and community leaders. Based on input from the public and a steering committee, the plan identifies needs and opportunities, goals and policies, land use practices, and an implementation framework for key elements.

### Process

The comprehensive plan process follows the rules of the Georgia Department of Community Affairs (DCA), Minimum Standards and Procedures for Local Comprehensive Planning, effective 3/1/2014.

### Public Involvement

#### Public Input & Steering Committee

The planning process began with a public hearing and was followed by a community input session during which the public and a local steering committee were invited to discuss local trends and aspirations. Following the initial public meetings, several work sessions were held with a steering committee, with citizen, staff, and elected official membership. An online questionnaire provided additional feedback opportunities, as did the availability of steering committee members to take questions and comments throughout the process (as presented at the first public hearing). A final public hearing was held before submittal of the plan to DCA for review.

#### NEGRC's Role

The Northeast Georgia Regional Commission's Planning & Government Services Division oversaw the development of this plan, including facilitating public and steering committee meetings.

# Chapter 2

## Needs & Opportunities

The following list of needs and opportunities results from a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis conducted at the first input meeting, with both steering committee and public present, as well as professional analysis of relevant data and results of the online questionnaire.

*\*Italicized entries indicate high priorities*

### Population

#### Needs

- Monroe's poverty rate has increased substantially and remains significantly higher than both Walton County's and Georgia's; anti-poverty programs should be considered

#### Opportunities

- *Leadership identified the opportunity to create a volunteer corps for the benefit of the city*
- *The Georgia State Patrol's Post 46 is headquartered in Monroe, and presents an opportunity for enforcement and education in cooperation with county and municipal forces*
- Athens Technical College's Monroe campus creates vast educational attainment opportunities for residents throughout Walton County, while proximity to other major institutions in Athens and Atlanta also contributes

## Economic Development

### Needs

- *Monroe retains only 15.7% of its workforce for employment within the city limits, and 87.9% of the jobs in the community are filled by commuters; this shows a need for employment opportunities that are consistent with Monroe's vision and goals*
- *Stakeholders identified limited earning potential with existing employers as a weakness in the SWOT analysis and pointed to a need for a more diversified tax base, particularly regarding industrial development*

### Opportunities

- *Input from stakeholders lists the downtown area as a critical component of Monroe's vision, while the DDA and Main Street program were identified as strengths; targeted planning and public investment can be used to trigger increased private-sector interest*
- *Monroe's Project Road Share, which encourages bicyclists to ride in and around the area, has created great outside interest in the community and should be seen as an opportunity to increase notoriety and economic activity*
- *Continued development of the Stanton Springs area is a major economic opportunity, not only for Walton County and its municipalities, but for Northeast Georgia and beyond; care should be taken to ensure that new projects there and elsewhere in the community meet high development standards*
- *A unified vision based upon the stated goals in this plan and its predecessor of encouraging growth that references and respects the community's natural and cultural resources*

could be a catalyst for quality economic development and a high standard of living

## Housing

### Needs

- *Monroe's rate of owner-occupied housing is significantly lower than both Walton County's and the state average, while its share of renter-occupied and vacant units is far higher; this points to a need for programming and partnerships to improve the state of housing in the city*
- *Stakeholder input noted tract (or, "cookie cutter") housing development as a threat within Walton County; design guidelines and other measures to increase variety of and quality in aesthetics may be needed*

### Opportunities

- *Monroe's stakeholders indicated that "good planning" is a strength of the city's and see planned development as an opportunity; housing may represent an area in which the potential for improvement exists, as they also cited dilapidated housing, the high rental rate, and substandard housing as weaknesses*
- *After significant nationwide decline, stakeholders cite a strong housing market in Walton County and point to ample land and infrastructure capacity for planned development, especially in the higher end of the price range; Monroe would like to ensure that any development is of a high caliber*

## Natural & Cultural Resources

### Needs

- *Development and environmental regulations can help alleviate the potential for stakeholder-identified threats of sprawl and industrial accidents damaging Monroe's natural resources*
- "Rural charm" was listed by stakeholders as a strength of Walton County's; preserving the community's character and resources should be a priority

### Opportunities

- Open space and greenspace preservation can improve water quality, protect sensitive habitat, create recreational opportunities, and attract visitors; the community could work with land trusts to acquire and conserve land and water resources
- *Increasing tree canopy coverage within the community can help improve air quality*

## Community Facilities & Services

### Needs

- Leadership, police, recreation staff, social service agencies, and others should work together to identify causes of and reduce crime

### Opportunities

- *Good finances, stability of staff and elected leadership, and police and fire service were identified as strengths; Monroe should capitalize on this significant opportunity to put in place lasting improvements, policies, and programs that will serve the city long-term*
- *Stakeholders cite Monroe's recreational resources and activities, including parks, an art guild, a museum, and a golf course, as strengths; promoting these could have health benefits and contribute greatly to the community's vision for attracting activity- and recreation-based businesses*
- Public water is seen by stakeholders as a strength within Walton County, and Monroe-specific input also showed community projects and utilities as positives; the city sees this as an opportunity to build on these attributes while providing conservation and recreation benefits

## Intergovernmental Coordination

### Needs

- As individuals and families continue to express an interest in recreation for all ages, service agreements between municipal and county governments may help address this need

### Opportunities

- Coordinated planning efforts between Walton County and its municipalities, as took place during the development of this document, provide a platform for informed decision making and effective investment

## Transportation

### Needs

- *An existing transportation network that includes stakeholder-identified strengths such as a countywide airport and a network of major thoroughfares could be improved and made more comprehensive by achieving Monroe's goals of walkability and bikeability within the city; a complete streets plan would be appropriate and could help address the issue of traffic congestion*
- *Several state and US highways traverse Monroe and Walton County, and stakeholder input identified a need for increased local impact on decisions regarding these roads*

### Opportunities

- *Communities across the country are building trails for walking and bicycling as a means to improve health, transportation choices, recreation, social interaction, and economic development; local leadership sees trail development as a worthwhile opportunity*
- *A well-maintained system of local and county roads was listed as a stakeholder-identified strength; keeping the roads in good condition by performing preventive maintenance represents an opportunity to avoid heavy repair and reconstruction costs in the future*



# Chapter 3

## Vision Statement

*Monroe envisions a thriving community with a vibrant downtown at its center and revitalized neighborhoods connected to a variety of businesses via a network of greenspace and safe places for walking and bicycling.*

## Goals & Policies

1. Develop a comprehensive system of paths and trails for safe, healthy walking and bicycling, gathering, and community-building
2. Preserve natural and cultural resources by concentrating development in and around established areas
3. Meet resident needs and attract newcomers and tourists by providing quality housing, recreation, education, shopping, employment, and transportation choices
4. Encourage recreation-based activity and commerce
5. Preserve and beautify the downtown area to spur private investment and business development
6. Increase sense of community and encourage healthy living by developing parks, playgrounds, passive and organized recreation opportunities, safe spaces for walking and bicycling, greenspace, and accessibility for all abilities and ages
7. Engage the citizenry in local government knowledge sharing and decision making, and invest in volunteerism for the community's betterment
8. Work with other local governments inside and outside of Walton County to achieve the vision of this plan
9. Target public investment to guide private development to the locations and in the manner favored by the community

# Chapter 4

## Land Use

These future land use (FLU) categories correspond to the map that follows. While zoning and development regulations vary, FLU represents a standardized approach to envisioning and planning for desired scenarios. As such, it is natural that certain areas may appear to be inconsistent between the FLU and zoning maps because FLU presents a blueprint for what is to come.

### Residential

Predominantly single-family homes. Certain civic and recreational uses are typically allowed.

### Commercial

Retail, office space, and highway-commercial land uses, though small-scale neighborhood shops or offices may be desirable in certain places. Often restricted to nodes and arterial/major collector roads.

### Industrial

Manufacture and storage of goods and services. If permitted within the community, facilities such as factories and warehouses would typically be found here.

### Public/Institutional

Federal, state, local, and institutional land uses. Uses such as government offices, public safety posts, libraries, schools, religious institutions, cemeteries, and hospitals, are representative.

### Transportation/Communication/Utilities

Infrastructure such as water treatment, sewage treatment, communications towers, utility providers, airports, power plants, and transportation.

### Parks/Recreation/Conservation

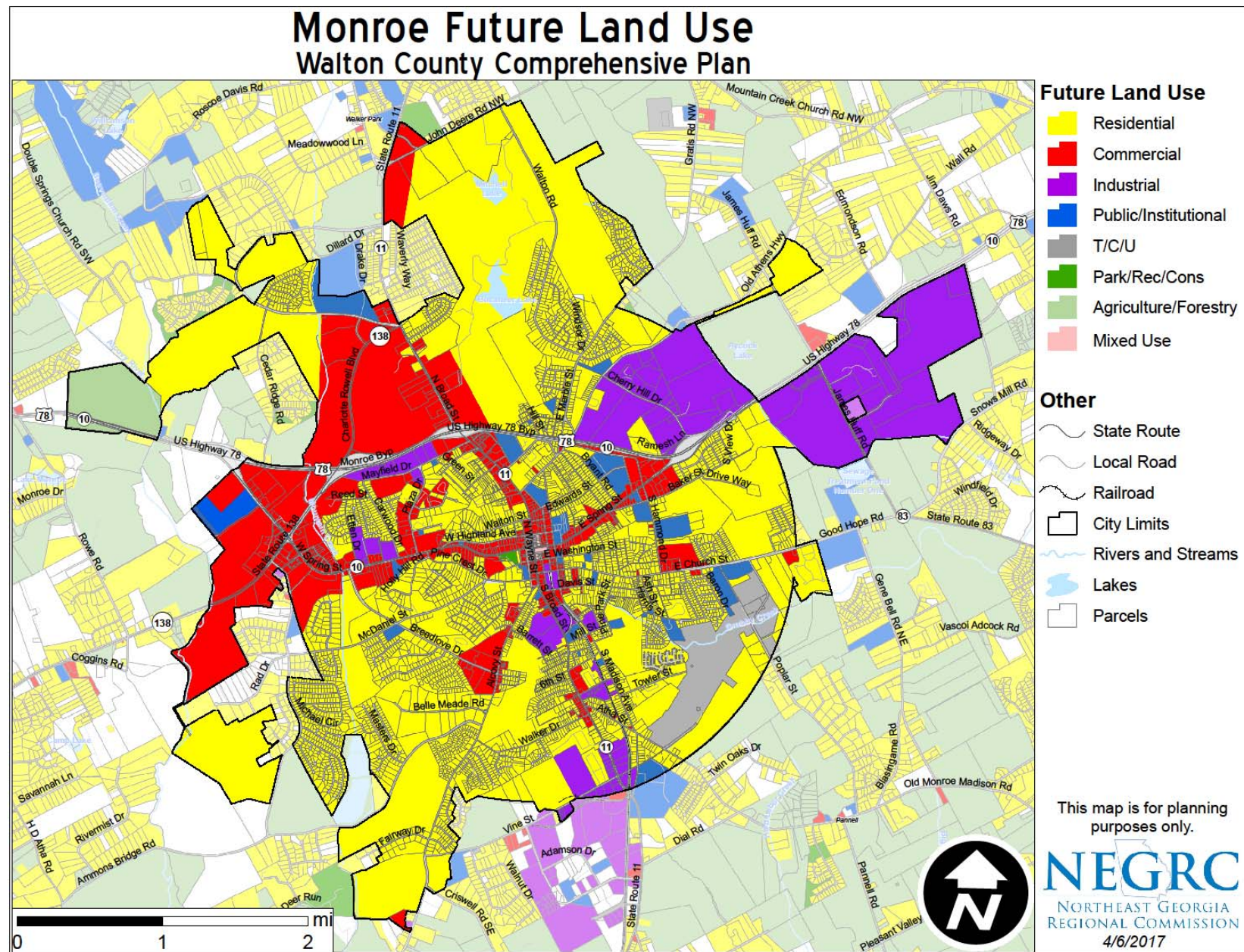
Dedicated to preserving the natural environment, protecting historical and cultural resources, and providing space for passive recreational opportunities.

### Agriculture/Forestry

Farms and timberland. Residential development should maintain a rural character with single-family detached homes on large lots.

### Mixed Use

Developments with an integrated mix of single- and/or multi-family housing, commercial, office, and/or public/institutional uses to promote a work/live/play environment.





# Chapter 5

## Transportation

Since Monroe is located within the Metropolitan Planning Organization (MPO) boundary of the Atlanta Regional Commission (ARC), the State of Georgia requires its comprehensive plan to include this transportation element. MPOs are federally-mandated organizations that provide regional context to transportation planning in urbanized areas. This section and the ARC's Regional Transportation Plan (RTP) should be used together when considering local transportation decisions.

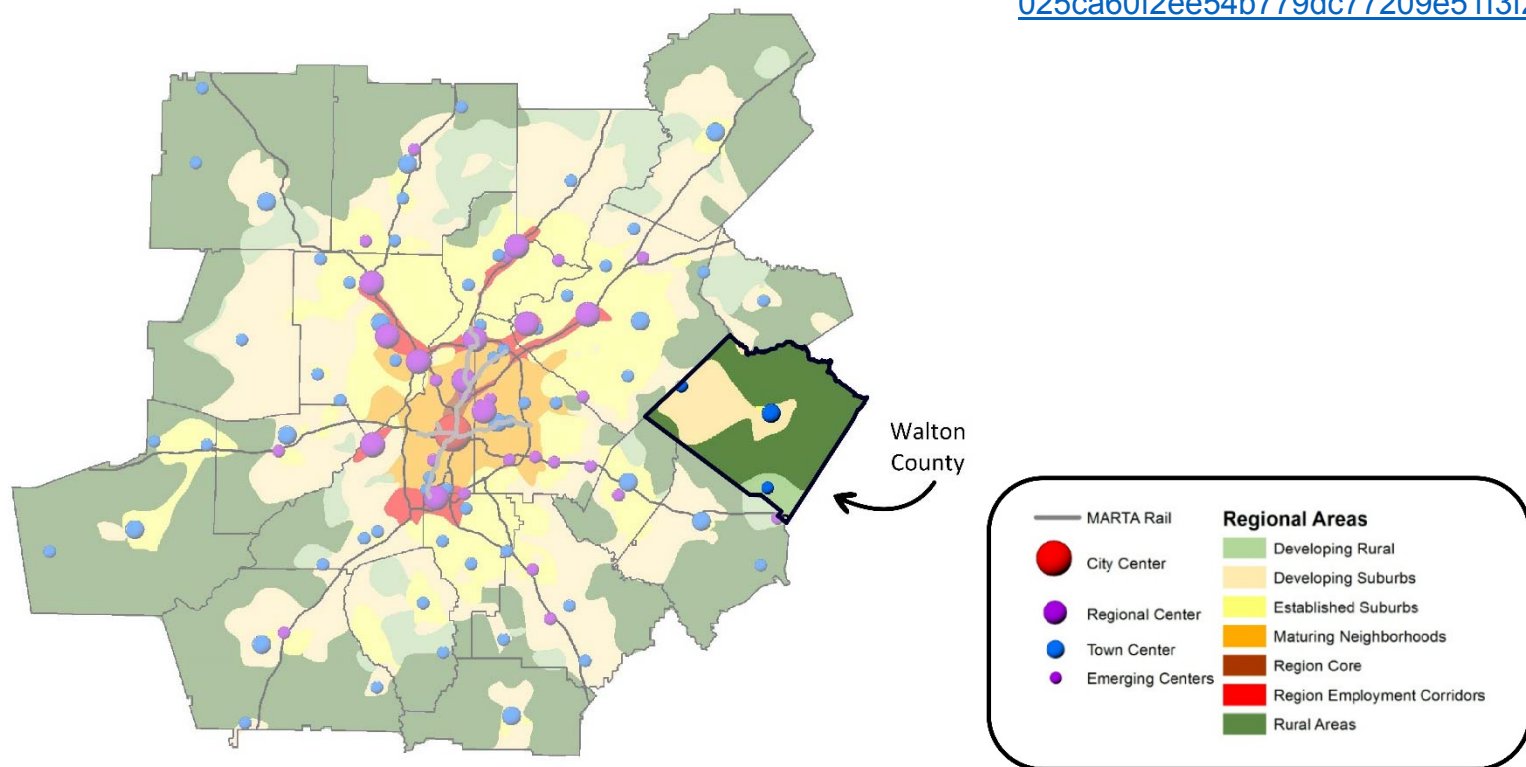
### Local and Regional Transportation Considerations

Transportation discussions are found throughout this comprehensive plan. Additionally, the community has identified the following *Objectives and Policies* from the ARC's RTP (2016, p47) as desirable in Monroe:

- 1.1 Prioritize data-supported maintenance projects over expansion projects.
- 1.2 Promote system reliability and resiliency.
- 2.3 Promote bicycle transportation by developing safe and connected route options and facilities.
- 2.4 Promote pedestrian-friendly policies and designs.
- 2.5 Enhance and expand Transportation Demand Management (TDM) programs.
- 3.1 Prioritize solutions that improve multimodal connectivity.
- 3.3 Road expansion projects in rural areas should support economic competitiveness by improving multi-modal connectivity between centers.
- 3.4 Implement a complete streets approach on roadway projects that is sensitive to the existing community.
- 4.1 Promote and enhance safety across all planning and implementation efforts, including support for the state strategic highway safety plan.
- 4.2 Coordinate security and emergency preparedness programs across transportation modes and jurisdictions.
- 5.1 Maintain and expand transportation options that serve the region's most vulnerable populations.
- 5.4 Increase access to areas with essential services, including healthcare, education, recreation, entertainment, and commercial retail.
- 6.1 Provide safe and reliable access to freight land uses and major intermodal freight facilities.
- 6.3 Preserve industrial land uses in proximity to existing freight corridors.
- 7.1 Pursue the application and use of advanced technologies.

## Growth and Development

Monroe's Future Land Use vision, which is detailed in Chapter 4 and around which additional discussion takes place throughout this plan, prioritizes downtown development, neighborhood-based residential life, and connected greenspace. The ARC RTP's Unified Growth Policy Map, which describes Monroe as a Town Center, is relatively consistent with the community's desired growth patterns. Despite this basic level of agreement, the local government and the ARC should refer to the growth vision and future land use found in this comprehensive plan rather than the RTP's UGPM.



## Monroe and the ARC MPO

Monroe does not participate directly in the Atlanta MPO. It is represented through the Walton County government on the Transportation & Air Quality Committee and Transportation Coordinating Committee, and as part of the ARC's Municipal District 6, which includes other cities within Walton, Barrow, and Gwinnett counties. The ARC RTP includes a North Broad Street Pedestrian and Bicycle Improvements project within the city limits and a new alignment project for the Monroe East Connector road immediately to the east and south of the city limits.

(<http://garc.maps.arcgis.com/apps/webappviewer/index.html?id=025ca60f2ee54b779dc77209e51f3f25/>).



# Chapter 6

## Community Work Program

The Short-Term Work Program (2017-2021), updated every five years, provides a list of specific activities that the community plans to address as immediate priorities. A Report of Plan Accomplishments, which provides status commentary on the previous work plan (2012-2016), follows.

## Short-Term Work Program, 2017-2021

(\*entries with an asterisk represent carryover items from the previous STWP)

#	Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
<b>POPULATION</b>					
1	Designate staff member or elected official to serve as public engagement officer to create a volunteer corps and foster participation in local government activities (meeting notices, social media, etc.)	2017	City council	\$35,000	Local
2	Create a poverty-related committee or task force with the mission of reducing and alleviating the effects of poverty, with membership from government, education, employers, social service, housing, health, etc.	2017-2021	P&Z, economic development, GICH team	None – volunteer	NA
3	Prepare for emergencies by establishing a volunteer response unit and participating in countywide disaster mitigation planning	2017-2021	Fire, police, P&Z, code, utilities	\$50,000	Local
<b>ECONOMIC DEVELOPMENT</b>					
4	*Update and revitalize downtown buildings, landscape, and parking	2017-2018	DDA, Main St., streets and transportation	Staff time	Local
5	Work with local merchants groups to create a “Buy Local” program	2017-2018	Economic development and public relations liaison	Staff time	Local
6	Develop branding and marketing plan to promote city, especially regarding its recreational resources	2017-2019	Economic development and public relations liaison	Staff time	Local
7	*Develop incentive programs for investment in new development	2017	Economic development, utilities, finance	Staff time	Local
8	Conduct a basic, qualitative analysis and needs assessment of housing, employment, recreation, etc. to identify ways to attract new residents who already work in Monroe	2017-2018	P&Z, economic development, GICH team, streets and transportation	Minimal	Local

#	Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
<b>LAND USE, HOUSING, AND DEVELOPMENT</b>					
9	Identify suitable locations for commercial development that is consistent with the community's vision	2017-2021	P&Z, economic development	Staff time	Local
10	Review and, if appropriate, update zoning and development code to ensure that new development is compatible with the community's vision	2017-2019	Development, P&Z, code	Staff time	Local
11	Inventory housing stock and develop plan to eradicate blight	2017-2021	P&Z, economic development, GICH team	None – volunteer	NA
12	*Develop a plan and initiatives for affordable housing	2017-2019	GICH team, P&Z	Staff time	Local
13	Create greenway along creek in Avondale Mills area	2017-2020	Property owner/ developer	\$2 million- \$5 million	Private
<b>NATURAL AND CULTURAL RESOURCES</b>					
14	Establish a tree-planting program	2018	Tree board	None – volunteer	NA
<b>COMMUNITY FACILITIES &amp; SERVICES</b>					
15	SR 138 sewer extension/infrastructure improvement	2017	Utilities	\$1.2 million	Local
16	5th and 6th St. water, stormwater, curb, and gutter infrastructure	2017-2018	Utilities	\$500,000	State, local, CDBG
17	Gas line relocation for SR 78 bridge	2017	Utilities	\$400,000	Local
<b>TRANSPORTATION</b>					
18	Develop a local complete streets and trails plan with a pronounced focus on reducing automobile vehicle-miles traveled	2018-2020	Streets and transportation	\$50,000	Local
19	Develop an informal plan to improve local impact on decisions regarding state and federal highways	2017-2018	City leadership, County, ARC MPO, GDOT	Minimal	City, ARC, GDOT
20	Implement sidewalk master plan	2017-2020	Streets and transportation	\$5.9 million	SPLOST, CDBG
21	Airport: Repair and upgrade aprons and runways, construct eastside terminal area, remove obstructions, install a jet A fuel tank, construct eight-unit T-hangar and four corporate hangars	2018-2022	Airport committee, P&Z, streets and transportation, finance	\$6.1 million	Federal, state, local
22	Resurface 12 centerline miles throughout the city	2017-2021	Streets and transportation	\$975,000	SPLOST
23	New sidewalk construction throughout the city	2017-2021	Streets and transportation	\$475,000	SPLOST
24	Spring St. sidewalk project	2017-2018	Streets and transportation	\$2 million	SPLOST, local

#	Activity	Timeframe	Responsible Party	Cost Estimate	Funding Source
25	N Broad St. LCI streetscape project	2017-2018	Streets and transportation, P&Z, finance, utilities	\$2.5 million	Federal, state, local
26	SR 83 truck connector	2020	GDOT	TBD	Local (\$400,000), state TBD
27	Prioritize transportation needs for inclusion in future community and regional plans (ex.: SPLOST and T-SPLOST)	2017-2018	City council, administrator, P&Z, streets and transportation	None	NA

## Report of Plan Accomplishments, 2012-2016

ACTIVITY	STATUS	NOTES
Update and revitalize downtown buildings, landscape and parking	Underway	2018 completion
Aggressively market available development sites identified in the Livable Communities Initiative (LCI) Plan	Abandoned	The private sector has been identified as a more appropriate implementer
Develop incentive programs for new investment	Underway	2017 completion
Follow the future land use map when locating new development	Underway	(Ongoing; will not be carried over into subsequent STWP)
Develop affordable housing initiatives	Underway	2018 completion
Promote mixed-use land use and downtown housing	Underway	(Ongoing; will not be carried over into subsequent STWP)
Promote and encourage use of state and federal tax-incentive programs for rehabilitation of historic properties	Postponed	(Ongoing; will not be carried over into subsequent STWP)
Create greenway along creek in Avondale Mills area	Underway	2020 completion
Install landscaping buffer in front of City of Monroe Utilities warehouse area	Underway	2018 completion
Improve and expand water and wastewater systems as needed to ensure the effectiveness of distribution systems and their ability to accomplish growth	Underway	(Ongoing; will not be carried over into subsequent STWP)
Improve utility and transportation infrastructure to meet community needs	Underway	(Ongoing; will not be carried over into subsequent STWP)
Continue to improve signalization and signage in congested areas of the city	Underway	2020 completion
Improve and repair transportation infrastructure according to community needs	Underway	(Ongoing; will not be carried over into subsequent STWP)
Implement sidewalk master plan	Underway	2018 completion
Conduct study of Broad Street/Alcovy Street and Broad Street/Mears Street intersections	Completed	
Replace/revitalize light fixtures on Broad Street	Completed	



ACTIVITY	STATUS	NOTES
Incorporate comprehensive plan into planning review	Underway	(Ongoing; will not be carried over into subsequent STWP)
Update of local comprehensive plan with LCI recommendations	Completed	
Prepare amendments to zoning code	Completed	

# Appendix

## Appendix: Participation Records

**RESOLUTION  
BY THE CITY OF MONROE CITY COUNCIL**

**ADOPTING A PLAN AMENDMENT  
FOR  
THE CITY OF MONROE**

**WHEREAS**, the 1989 Georgia Planning Act requires that all local governments submit a comprehensive plan; and

**WHEREAS**, O.C.G.A. 50-8-1 et seq. gives the Department of Community Affairs authority to establish standards and procedures for appropriate and timely comprehensive planning by all local governments in Georgia; and

**WHEREAS**, the City of Monroe City Council has identified an additional update required for the City's Comprehensive Plan, prior to the community's next required five-year plan update; and

**WHEREAS**, a copy of the Plan Amendment updates are attached to this resolution; and

**WHEREAS**, all portions of this Plan Amendment for the City of Monroe were completed by the City; and

**WHEREAS**, this document, the Short-Term Work Program for the City of Monroe, was reviewed by the Georgia Department of Community Affairs and was found in compliance with the Local Planning Requirements.

**THEREFORE**, be it resolved that the City of Monroe does hereby adopt a Short-Term Work Program Update for the City which relates to water and sewer infrastructure and economic development.

**Signed and sealed this \_\_\_\_ day of \_\_\_\_\_ 2018.**

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Mayor

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City Clerk

APPOINTMENTS

Updated

April 10, 2018

AppointedTerm ExpiresLIBRARY BOARD (Six year term)

Peggy Leicht	December 12, 2017	July 1, 2018
	(to fill unexpired term of Sandra Shurling)	
Estella Bell	July 9, 2013	July 1, 2019
Lynn Warren	July 9, 2013	July 1, 2019
Carolyn Yates	July 8, 2014	July 1, 2019
	(Appointment started in 2013)	
Lynn Laird	July 8, 2014	July 1, 2020



## Appointed Board Member Biography

Name: Peggy Leicht

\*\*\*\*\*

Profession / Business: Retired Position: \_\_\_\_\_~~Business Address:~~ previous careers - SP. Ed Teacher, Counselor  
F.I.S.H. MANAGER

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Email address: mleicht@monroeaccess.net - use for mailHome Address: 1011 Stone Creek Lane Monroe 30655Home Phone number: 770 207 4749 Mobile Phone number: 404 824 4955

(Please indicate address where you prefer to receive your mail)

Birthday: 7-10-46Birthplace: McKeesport, PA.Education: A.A.S. SP. EDUCATIONHobbies: gardening, walking, readingMembership in Service Clubs: ST. ANNA'S ChurchSocial Clubs: Oaks at Millcreek HOA

Membership / Offices Held / Other Agency Boards:

nothing currentCivic Appointments: —Political Offices: —Reason for wanting to serve on Library BoardI realize the importance of an active library in a community is crucial for the growth of all ages.



# Uncle Remus Regional Library System

1121 East Avenue  
Madison, Georgia 30650

[www.uncleremus.org](http://www.uncleremus.org)

Phone 706.342.4974  
Fax 706.342.4510

November 14, 2017

Mayor Greg Thompson  
City of Monroe  
PO Box 1249  
Monroe, GA 30655

Dear Mayor Thompson:

The Monroe-Walton County Library has a vacancy on the Board of Trustees. We recommend that **Peggy Leicht** be appointed to fill this vacancy for a term beginning on December 1, 2017 and ending on June 30, 2024.

Ms. Leicht lives within the city limits and her mailing address is 1011 Stone Creek Lane, Monroe, GA 30655. Her email address is [mleicht@monroeaccess.net](mailto:mleicht@monroeaccess.net) and her daytime phone number is (770) 207-4749.

Thank you for your consideration of this item. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Nancy Condon Bryan  
Member Library Services  
Uncle Remus Regional Library System

cc: Blake Peters, Library Manager  
file

O'Kelly Memorial Library  
Loganville, Georgia

Monroe-Walton County Library  
Monroe, Georgia

W.H. Stanton Memorial Library  
Social Circle, Georgia

Walnut Grove Library  
Walnut Grove, Georgia

Greene County Library  
Greensboro, Georgia

Eatonton-Putnam County Library  
Eatonton, Georgia

Jasper County Library  
Monticello, Georgia

Morgan County Library  
Madison, Georgia

Sparta-Hancock County Library  
Sparta, Georgia





**To:** City Council, Finance, & HR Committee  
**From:** Logan Propes, City Administrator  
**Department:** Administration  
**Date:** 05/30/2018  
**Subject:** 2019 SPLOST Intergovernmental Agreement

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

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

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

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**Description:**

Staff recommends the APPROVAL of the 2019 SPLOST Intergovernmental Agreement as presented.

**Background:**

After months of working with leaders from Walton County and all other Walton County municipalities, a consensus was reached for the formulary distribution of SPLOST proceeds, primarily driven by the 2016 Census estimates.

The total County-wide SPLOST is estimated to be \$60 million. There will be a Tier II project for Radio Communications Equipment for all of Public Safety in Walton County (including cities) for the federally required radio upgrades. This will amount to \$3.1 million off the top of collections. Once the 3.1 million has been collected by Walton County the county and cities will begin to receive their monthly distributions per the agreement. Monroe will receive 15.4147% of proceeds or an estimated \$8,770,964.30. Of this 70% or an estimated \$6,139,675 will be dedicated to Transportation, Drainage, and Sidewalks and the other 30% or an estimated \$2,631,289 to Parks Improvements. The SPLOST will be for six years running from 1/1/2019 to 12/31/2024.

All municipalities are approving in June and Walton County will then approve in July. Then, advertisements will be made per legal requirements of SPLOST ballot election in November during the general election.

**Attachment(s):**

Intergovernmental Agreement & SPLOST Summary



SPECIAL PURPOSE LOCAL OPTION SALES TAX  
INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract (the "Contract"), is between Walton County, Georgia (the "County"), the City of Monroe ("Monroe"), the City of Loganville ("Loganville"), the City of Social Circle ("Social Circle"), the City of Walnut Grove ("Walnut Grove"), the City of Good Hope ("Good Hope"), the City of Jersey ("Jersey") and the City of Between ("Between" and together with Monroe, Loganville, Social Circle, Walnut Grove, Good Hope and Jersey, the "Cities").

PREAMBLE

Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), provides for the creation of a special district in each county in the State of Georgia and authorizes the imposition of a one percent sales and use tax (the "Sales and Use Tax") in such district for the purposes specified therein.

The County and the Cities wish to continue the Sales and Use Tax presently in effect, which expires on December 31, 2018, and are entering into this Contract for the purpose of specifying the projects to be funded with such Sales and Use Tax and providing for the distribution of the proceeds of the Sales and Use Tax.

In consideration of the mutual agreements of the County and the Cities in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which the County and the Cities acknowledge, the County and the Cities agree as follows:

Section 1.      Representations of the Cities.

Each of the Cities hereby represents as follows:

(a)      It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b)      The execution and delivery of this Contract by the City, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or by which the City is bound.

(c)      To the knowledge of the City, there is no litigation pending or threatened challenging the existence or powers of the City or the ability of the City to enter into this Contract, or seeking to restrain or enjoin the City from entering into this Contract or acquiring, constructing or installing any of the projects sought to be financed from the proceeds of the Sales and Use Tax.

Section 2.       Representations of the County.

The County hereby represents as follows:

(a)       It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b)       The execution and delivery of this Contract by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c)       To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Contract, or seeking to restrain or enjoin the County from entering into this Contract, imposing the Sales and Use Tax or acquiring, constructing or installing any of the projects of the County sought to be financed from the proceeds of the Sales and Use Tax.

Section 3.       Referendum for Imposition of Sales and Use Tax.

The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 6th day of November, 2018, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Sales and Use Tax of one percent shall be imposed on all sales and uses in the special district which consists of Walton County, as authorized by the Act for 24 calendar quarters (six years) for the purpose of funding the projects described in this Contract (collectively the "Projects" or as to any City or the County, the "Projects" of such City or County). The amount of money to be raised by the Sales and Use Tax is estimated to be \$60,000,000. The Projects and the estimated amount of Sales Tax and Use Tax attributable to each Project is shown on Schedule A attached to this Contract.

Section 4.       Conditions Precedent.

The obligations of all parties under this Contract are conditioned upon the following events:

(a)       The adoption of a resolution by the Board of Commissioners of Walton County authorizing the imposition of the Sales and Use Tax and calling the referendum described above.

(b)       The approval of the Sales and Use Tax by a majority of the voters in the County voting in the election for those purposes as required by the Act.



Section 5. County Sales and Use Tax Fund; Separate Accounts; No Commingling.

Prior to the first date on which the Sales and Use Tax will be collected, the County shall establish a special fund or account designated as the 2018 Special Purpose Local Option Sales Tax Fund for the County (the "Project Fund Account" of the County), and each City shall create a special fund or account to be designated as the 2018 Special Purpose Local Option Sales Tax Fund for each such City (each such fund or account, the "Project Fund Account" of such City). The County shall select a local bank which shall act as a depository and custodian of the Project Fund Account of the County upon such terms and conditions as may be acceptable to the County, and each City shall select a local bank which shall act as a depository and custodian of the Project Fund Account of each such City upon such terms and conditions as may be acceptable to each such City. All Sales and Use Tax proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Section. Sales and Use Tax proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Contract. No funds other than Sales and Use Tax proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of Sales and Use Tax Proceeds.

Upon receipt by the County of Sales and Use Tax proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the County's Project Fund Account and, within ten (10) business days thereof, disburse the Sales and Use Tax proceeds due to each City in accordance with Section 7. The proceeds shall be deposited in the Project Fund Account established by each City in accordance with Section 5. Should any City cease to exist as a legal entity before all funds are distributed under this Contract, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor city. If such an act is passed, the defunct City's share shall be paid to the successor city in addition to all other funds to which the successor city would otherwise be entitled.

Section 7. Priority and Order of Project Funding.

The parties hereto agree that the proceeds of the Sales and Use Tax received each month will be applied as follows (and in the order indicated below):

- (a) First, the Sales and Use Tax receipts shall be deposited into the Project Fund Account of the County until the amount deposited therein is equal to \$3,100,000, the estimated amount of the "911 radio communication project" as shown on Schedule A.
- (b) Next, the Sales and Use Tax receipts shall be deposited into the Project Fund Account of the County and each of the Cities in accordance with the percentages shown in the column with the heading "Allocation of Sales and Use Tax Proceeds After Funding of County's 911 Radio Communication Project" on Schedule B until the cumulative amount deposited therein is equal to \$60,000,000, the total amount shown in the column with the heading "Estimated Costs of Projects" on Schedule B.

- (c) Thereafter, the remaining Sales and Use Tax receipts (if any) shall be deposited into the Project Fund Account of the County and each of the Cities in accordance with the respective percentages shown in the column with the heading "Allocation of Sales and Use Tax Proceeds that Exceed \$60,000,000.00" on Schedule B.

Except as provided in Section 8 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Contract.

Section 8. Completion of Projects.

The County and Cities acknowledge that the costs shown for each project described on Schedule A are estimated amounts. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Schedule A, the County may apply the remaining unexpended funds to any other county project in Schedule A. If a city project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Schedule A, the City may apply the remaining unexpended funds to any other project included for that City in Schedule A.

Within thirty (30) days after the Projects of any City have been completed, such City shall file with the County a Certificate of Completion signed by the Mayor, City Manager or other Authorized Signatory, setting forth the date on which the final Project or Projects were completed and stating that all Sales and Use Tax proceeds deposited into the Project Fund Account for such City have been applied to the Project or Projects or otherwise applied in accordance with the Act.

Section 9. Audits.

(a) Each of the Cities and the County shall include in its annual audit the schedule required by Section 48-8-121 of the Act relating to each Project approved for such City or the County in the referendum. Each of the Cities and the County shall publish the report relating to the Projects of such City and County as required by Section 48-8-122 of the Act. Each City and the County agrees that the proceeds received from the Sales and Use Tax shall be used by the County or the City, as the case may be, exclusively for the purpose or purposes specified in the resolution calling for the referendum except as may otherwise be permitted under the Act. Each of the Cities and the County shall be responsible for their own expenses incurred in maintaining such records and making any such reports.

(b) The County and each of the Cities shall have no liability to each other for the failure by any City or the County to spend the proceeds received from the Sales and Use Tax for the purposes authorized in the referendum, although the County shall have the right, but not the duty, to seek to enforce the obligation of each of the Cities to apply the proceeds received from the Sales and Use Tax in accordance with the Act and the referendum.

Section 10. Other Expenses; Reimbursement.

The parties to this Contract acknowledge that the fees and expenses relating to, or incurred incident to, calling the referendum for the imposition of the Sales and Use Tax shall be paid by the County and each City shall reimburse the County for their pro rata share of any such expenses in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. The County shall from time to time provide notification to the Cities of any other expenses relating to the Sales and Use

Tax proceeds. Each of the Cities agrees that it will be liable to the County for their pro rata share of any such expenses in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. In the event that following the passage of the referendum relating to the imposition of the Sales and Use Tax, any litigation or threatened litigation, audit or investigation relating to the imposition of the Sales and Use Tax or the use of the proceeds of the Sales and Use Tax or other similar matters relating thereto shall occur, the County shall have the right on behalf of itself and the Cities to conduct such litigation or handle such threatened litigation, audit or other investigation and to retain such attorneys and other experts as may be required or appropriate in connection therewith. The County shall give prompt notice to the Cities of the institution of any such litigation or threatened litigation, audit or investigation. Each of the Cities agrees that it will be liable to the County for their pro rata share of the costs of such litigation or threatened litigation, audit or investigation, or for the cost of any judgment or settlement of such litigation or threatened litigation, audit or investigation in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. The Cities agree that any payment required to be made to the County under this Section shall be made promptly upon receipt by the City of a statement therefor from the County.

Nothing in this Section shall preclude any City or the County (either individually or collectively) from seeking repayment from, or from instituting any action against, any other party to this Contract to the extent that any action or inaction on the part of any party or parties to this Contract results in liability to the County or the Cities whether directly or indirectly pursuant to this Section of this Contract, and the costs of any such action shall not be shared as provided in this Section but shall be costs of the parties involved in such action.

Section 11.     Term of this Contract.

The term of this Contract (assuming the conditions precedent in Section 5 have been satisfied) shall expire at the later of (i) October 1, 2025 or (ii) the date on which any moneys held in any accounts or sub-accounts established under this Contract are fully depleted, but in no event shall this Contract run for more than 50 years from the date hereof.

Section 12.     Arbitration.

The parties hereto agree to submit any controversy arising under this Contract to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 et seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the Arbitration Code and the parties hereby agree to comply with and be governed by the provisions of the Arbitration Code as to any controversy so submitted to arbitration.

Section 13.     Counterparts.

This Contract may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 14. Governing Law.

This Contract and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 15. Severability.

Should any provision of this Contract or application thereof to any person, entity or circumstance be held invalid or unenforceable, the remainder of this Contract or the application of such provision to any person, entity or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the full extent permitted by law.

Section 16. Notices.

All notices, demands or requests required or permitted to be given pursuant to this Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) As to Walton County:  
Walton County Board of Commissioners  
Attention: Chairman  
111 South Broad Street  
Monroe, GA 30655
- (b) As to the City of Monroe:  
City of Monroe  
Attention: Mayor  
215 North Broad Street  
Monroe, GA 30655
- (c) As to the City of Loganville:  
City of Loganville  
Attention: Mayor  
P.O. Box 309  
4303 Lawrenceville Road  
Loganville, GA 30052
- (d) As to the City of Social Circle:  
City of Social Circle  
Attention: Mayor  
P.O. Box 310  
166 North Cherokee Road  
Social Circle, GA 30025

- (d) As to the City of Walnut Grove:  
City of Walnut Grove  
Attention: Mayor  
2581 Leone Avenue  
Loganville, GA 30052
- (e) As to the City of Good Hope:  
City of Good Hope  
Attention: Mayor  
P.O. Box 10  
169 Highway 83 South  
Good Hope, GA 30641
- (g) As to the City of Jersey:  
City of Jersey  
Attention: Mayor  
P.O. Box 218  
Jersey, GA 30018
- (h) As to the City of Between:  
City of Between  
Attention: Mayor  
P.O. Box 46  
2150 New Hope Church Road  
Monroe, GA 30655

Any party to this Contract, may, in the manner provided herein for the giving of notices, specify another or different address to which notices under this Contract must be sent by giving notice thereof to each other party to this Contract.

[Signature Pages Follow]



IN WITNESS WHEREOF, all parties hereto have agreed as of this \_\_\_\_ day of \_\_\_\_\_, 2018.

WALTON COUNTY, GEORGIA

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

CITY OF MONROE

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

CITY OF LOGANVILLE

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

CITY OF SOCIAL CIRCLE

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

CITY OF WALNUT GROVE

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

CITY OF GOOD HOPE

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

CITY OF JERSEY

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

CITY OF BETWEEN

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

## SCHEDULE A

Walton County, Georgia  
Sales and Use Tax 2019-2024

Entity	Project	Estimated Costs of Projects
Walton County	911 radio communication project	\$3,100,000.00
	Transportation projects	\$14,000,000.00
	Parks and recreation projects	\$10,000,000.00
	Construction of one new fire station and fire station improvements	\$3,000,000.00
	Building projects	\$7,000,000.00
	Water and sewer system improvements	\$3,000,000.00
	Vehicle and major equipment acquisition	\$1,023,140.50
	<b>subtotal</b>	<b>\$41,123,140.50</b>
City of Monroe	Transportation, drainage and sidewalks projects	\$6,139,675.00
	Parks improvements	\$2,631,289.30
	<b>subtotal</b>	<b>\$8,770,964.30</b>
City of Loganville	Transportation projects	\$3,218,898.44
	Public safety projects	\$2,354,725.70
	Parks and recreation projects	\$226,192.86
	<b>subtotal</b>	<b>\$5,799,817.00</b>
City of Social Circle	Transportation projects	\$1,000,000.00
	Water and sewer infrastructure projects	\$1,160,868.60
	Public safety projects	\$385,000.00
	Parks and recreation projects	\$100,000.00
	Building upgrades and improvements	\$250,000.00
	<b>subtotal</b>	<b>\$2,895,868.60</b>
City of Good Hope	Transportation and facility paving projects	\$189,363.20
	<b>subtotal</b>	<b>\$189,363.20</b>
City of Walnut Grove	Transportation and traffic safety projects	\$502,604.70
	Sewer system improvements	\$400,000.00
	<b>subtotal</b>	<b>\$902,604.70</b>
City of Jersey	Transportation projects	\$28,711.74
	Water system improvements	\$66,994.06
	<b>subtotal</b>	<b>\$95,705.80</b>
City of Between	Transportation projects	\$66,760.77
	Building upgrades and improvements	\$155,775.13
	<b>subtotal</b>	<b>\$222,535.90</b>
	<b>TOTAL</b>	<b>\$60,000,000.00</b>

## SCHEDULE B

Walton County, Georgia  
Sales and Use Tax 2019-2024

Allocation of Sales and Use Tax Proceeds				
Entity		Estimated Costs of Projects	Allocation of Sales and Use Tax Proceeds After Funding of County's 911 Radio Communication Project	Allocation of Sales and Use Tax Proceeds that Exceed \$60,000,000.00
Walton County, Georgia		\$41,123,140.50*	66.8712%	60.0000%
City of Monroe		\$8,770,964.30	15.4147%	18.6114%
City of Loganville		\$5,799,817.00	10.1930%	12.3069%
City of Social Circle		\$2,895,868.60	5.0427%	6.0886%
City of Good Hope		\$189,363.20	0.3328%	0.4020%
City of Walnut Grove		\$902,604.70	1.5863%	1.9154%
City of Jersey		\$95,705.80	0.1682%	0.2033%
City of Between		\$222,535.90	0.3911%	0.4724%
<b>TOTAL</b>		<b>\$60,000,000</b>	<b>100.00%</b>	<b>100.00%</b>
		*Includes \$3,100,000.00 for the County's 911 Radio Communication Project		



MONROE SPLOST 2019-2024	\$	8,770,964	
Parks Improvements	\$	2,631,289	30%
Transportation, Sidewalks, Drainage	\$	6,139,675	70%
Total City of Monroe funds:	\$	8,770,964	

Current 2013 SPLOST Monroe percentage	15.3330%
Proposed 2019 SPLOST Monroe percentage	15.4147%

<b>2019 Walton County SPLOST estimated:</b>	\$60,000,000.00			
Tier II Countywide Project: 911 Radio Upgrades	(3,100,000.00)			
Net estimated Walton County SPLOST	\$56,900,000.00			
for distribution per IGA				
	MONROE	15.4147%	\$8,770,964.30	
			\$2,631,289.29	\$263,128.93

Per a subsequent IGA:

A minimum of 30% of total SPLOST will be dedicated to to Transportation for all entities. Of the 30% at least 10% must be used for County-City joint transportation projects within respective city.



**To:** City Council  
**From:** Logan Propes, City Administrator  
Chris Bailey, Central Services Manager  
**Department:** N/A  
**Date:** 05/29/2018  
**Subject:** Approval – Council Chambers Upgrade

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**Budget Account/Project Name:** 2018 General CIP Budget – Council A/V

**Funding Source:** 2018 General CIP Budget

**Budget Allocation:** N/A

**Budget Available:** N/A

**Requested Expense:** \$20,249.78 **Company of Purchase:** CEI Communications & Entertainment, Inc.

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**Description:**

Approval is being sought for the contracting of CEI Communications & Entertainment for the upgrade of audio equipment/devices and the install of additional video components. The cost of equipment and labor for install is \$20,249.78. This will provide for better audio quality, the addition of wireless adapters to both televisions and projector, and provide a new projector and screen for presentations and informational purposes.

Staff recommends the Approval for the contracting of CEI Communications & Entertainment for the upgrade of audio equipment/devices and the install of additional video components. The cost of equipment and labor for install is \$20,249.78. This purchase follows all procurement policy guidelines for Professional Services.

**Background:**

It is the practice of the City of Monroe to continually focus on the upgrade and proper management of internal components needed for publicly held meetings and facilities.

**Attachment(s):**

CEI Quotation – 8 pages



System Design #: 10034

## **Chamber AV Upgrades**

**Prepared Exclusively for**

**City of Monroe**

**05/14/2018**

**Presented By: Mark Mattson**

Dear Chris Bailey:

We thank you for the opportunity to provide a solution to your audio and video needs. This proposal is based on our understanding of your defined requirements and our technical knowledge of the wide array of commercial products available. It is always our intention to design the best solution for your environment, one that provides a reliable system featuring years of use and enjoyment.

Please review this proposal to ensure that it meets your needs and budget. We welcome the opportunity to explain our system solution and have the flexibility to modify this design if needed. We want your experience with CEI to be an informed process that establishes trust, developing a relationship that will continue into the future.

Service after the sale is something that CEI believes is paramount to earning your trust. We stand behind our work and product selection with our standard CEI warranty. Additionally, our national network allows us to provide service to virtually anywhere in the U.S.A.

We look forward to the opportunity to build your system!

Mark Mattson

System Solutions Designer

## WHY CEI?

### QUALIFICATIONS:

Our staff consists of system solutions consultants, engineers, project managers and installation technicians. The CEI team has well over 100 year's of experience in the Audio Video environment.

### VALUE:

When designing a system, ease of operation is part of the design and will provide for a better experience. The solution will include the commercial equipment necessary to handle the application. The system will be tested and staged to provide maximum performance and reliability. Upon implementation, CEI will conduct a training session for all interested parties. If desired, CEI offers preventative maintenance for the systems that were installed.

As your business grows, continue to keep CEI in mind for future projects. We look forward to a long and happy relationship with you.



This proposal, as discussed with Chris Bailey, is to furnish and install certain upgrades in the Council Chambers,

**Projection:**

A 137" diagonal 16:10 format electric projection screen will be installed below the soffit behind the dais. The electrical power for it will be furnished and installed by others of the clients' choosing. At approximately the location of the existing WAP, a 6,000 ANSI lumen 1920x1200 projector will be installed with black mounting hardware attached to the center beam. The projector will be controlled with its hand-held remote and signal cable will be installed back to the control room rack. The screen control switch can be installed either in the control room or on the dais as the client prefers.

**Audio Upgrade:**

To address a current issue of the various talkers not being consistently well-heard, a number of steps will be taken. The mic capsules for the six rear-row mics will be changed out to capsules with an omni-directional reception pattern to provide increased off-axis pick-up of audio. The existing audio processor will be replaced with processors that both have the capacity for the inputs and provide the ability to perform what is referred to as "Mix Minus". In addition, a new four-channel amplifier will be installed to replace the existing single-channel amplifier and new cabling will be installed to be able to divide the speakers into multiple zones. These upgrades will then permit the system to automatically turn off or reduce the volume in speakers that are above a microphone that is in use (the Mix Minus), permitting the other speakers to be louder without feedback. There will also be a control installed on the exterior of the rack to permit the over-all volume of the audio system to be adjusted. The 16 existing microphones as well as the audio-for-video will be inputs on the processors while the outputs will be routed to the new amplifier as well as the existing computer that is used for capture/recording. The processor has a total of 24 inputs, so the capacity remains to add the additional six mics as was discussed should that come to pass.

**Video Equipment:**

The ability to send video wirelessly from any WiFi-enabled device (phones, pads, laptops, etc.) to the three displays will be added. The receiver will be installed on the ceiling in a central location in the Chambers and cabled back to the control room. The receiver has two completely isolated network connections, one wireless and one wired. An operator will be able to log into the device as a moderator. That person can then select which user, via WiFi, is allowed to connect to the receiver to show the content of their device. Up to four users can mirror their display at the same time if so desired.

At the rack, a 4x4 matrix HDMI switcher will be added to select between the wireless receiver and the existing source equipment (computer). Initially, one output will then be connected to the existing HDMI DA to distribute the same signal to all three displays. A matrix switch has been selected so that at some time, if so desired, different source could be routed to different displays with minimal changes to the distribution system.

Additional miscellaneous equipment and cabling to support these upgrades is included.

To proceed with this project, please return an accepted (signed) copy of this proposal and a deposit of 50% of the total. The remaining 50% will be due upon completion. Once those items are received, the equipment will be ordered and the work scheduled if the site is (or will be) ready for prompt installation. If the site in whole or part will not be ready for installation promptly, in order to protect the warranty longevity of the equipment, ordering of some or all of the equipment may be delayed.

Pending confirmation of equipment availability, site work can typically commence 2-3 weeks following receipt of the deposit and/or the ordering of the equipment. If your project includes custom or build to order (long-lead time) equipment, that window may extend to 4-6 weeks. The right to update model designations and pricing in the event of discontinued or otherwise unavailable equipment is reserved.

If there will be periodic coordination meetings associated with this project in the course of its duration that the client or their representative requests CEI to be present for (either in person or by phone) additional charges may apply. CEI will be responsible for the proper disposal of refuse generated by their activities although not the activities of others.

All work will be performed during normal business hours in a continuous manner and unfettered access to the work areas (including a functional elevator if appropriate) will be furnished by the client. Reasonable steps will be taken by CEI to avoid disruption of the client's business activities if the business is on-going. This proposal is based on non-union labor rates.

Any network-connected equipment used in the project may require work by the client's network administrator to complete the set-up and commissioning of the client's network to support that equipment. All AC power, low-voltage conduits, boxes, and stub ups, wall backing, etc. as needed for a complete installation is to be furnished and installed by others of the client's choosing prior to the inception of the CEI-furnished equipment installation in any given area. Significant delays not caused by CEI could result in additional charges. It is anticipated that this project will require 3-4 days of site work to complete.

Unless directed otherwise in writing by the client or their designated representative, in order to avoid non-compliance with electrical building codes, all bulk cable that may be routed through a ceiling space will be specified as plenum-rated. Plenum-rated cable is (on average) roughly 75% greater in cost than non-plenum rated cable.

Equipment included in this proposal may utilize proprietary firmware, software, or programming (herein #code#). While the client is granted unfettered fair-use of this code for the lifetime of the equipment in accordance with the various developers' End-User License Agreement(s) (EULA), ownership of the code is retained by the respective developer(s) and the code shall not be released to the client or any other party unless specified otherwise in writing at the time of the acceptance of this proposal.

Permitting and bonding expenses (if applicable) are not included in this proposal and will be separately billable when the cost is known. This proposal is valid for 15 business days following transmission to the client and CEI reserves the right to update and retransmit it should it not be accepted within that time.

I understand that by signing this proposal and returning it to CEI I am acknowledging that I am aware of and will comply with these terms and conditions.

### Projection Equipment

1 Da-Lite:

CONTOUR 137D 72.5X116 MW Screen, 16:10 Format

1 HITA

WUXGA 6000 Lumens Projector, with Lens

<u>Qty</u>	<u>Manufacturer</u>	<u>Description</u>
219	Peerless:	Precision Gear Projector Mount For projectors up to 50lb (22kg)
1	Peerless:	8" x 8" Unistrut and Structural Ceiling Plate
1	Peerless:	6-9 Adjustable Extension Column
1	Mono	Cabernet Series CL2 Active High Speed HDMI 50 Ft.
0.1	West Penn:	1P 20G STRD SHLD PVC JKT

#### Audio Equipment

6	Shure:	Black Omnidirectional Cartridge for MX- (Microflex) Models
2	BIASYSTEM	TesiraFORT DSP fixed I/O server with 12 analog inputs, 8 analog
1	BIASYSTEM	Tesira PoE Ethernet Control surface mount
1	Ashly:	Network Power Amplifier 4 x 250W @ 70V Constant Voltage
1	SWEETWATE	5-Port Audio Video Bridging Switch
1	CEI	Lot: Interconnect Cabling and Rack Parts
0.5	West Penn:	1P 16G STRD USHLD PVC JKT

#### Video Equipment

1	MERS	Small Group Standard Wireless Presentation
1	Mono	Cabernet Series CL2 Active High Speed HDMI 50 Ft.
1	Kramer:	4x4 HDMI Matrix Switcher
0.1	West Penn:	4P 24G SLD CAT 5E PVC
1	CEI	4-Port POE Injector
1	Middle Atlantic:	SLIM PWR STRIP,8 OUTLET,1

50% Deposit Due to Initiate Order. Balance Due Upon Project Completion

This Chamber AV Upgrades is Valid for 15 Days.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Misc Hardware: \$0.00

Shipping: \$640.91

Project Total: \$ 20,249.78

**1. Sale and Installation.** Communications & Entertainment, Inc. (CEI) agrees to sell to **City of Monroe**, hereby known as the Client, the Equipment, Materials, and Services listed within this proposal. CEI shall install all of the Equipment (excepting those items so marked on the reverse side) in Customer's premises (job site) pursuant to the Proposal Agreement. Client shall give CEI sufficient time for installation. CEI is not responsible for late installation which results from the premises being unavailable or unprepared (electrically, etc.) in time for installation, or for any changes in Client's order of Equipment or System Design, or due to any other events beyond CEI's reasonable control (including but not limited to acts of God, acts of government authorities, fires, floods, war, terrorism, epidemics, civil unrest, riot, or equipment manufacturer's delays in shipping). Client may request changes to equipment or services, but any changes that result in any increase in cost or time to perform these services can result in an adjustment in the price and completion date. Both parties in writing must approve any such changes. CEI must inspect and approve all wiring done by third parties, and must test and/or terminate all wiring run by third parties. CEI must be notified two weeks prior to sheetrock installation in order to complete any wiring that the company is performing. CEI reserves the right to change Equipment specifications and pricing according to manufacturer specification changes, pricing changes, and Equipment availability. Out of state Clients are solely responsible for any and all local sales taxes.

**2. Acknowledgment and Acceptance** Client acknowledges that the quality of sound reproduced by the equipment is significantly affected by factors beyond CEI's control, unless previously noted in writing. Client also acknowledges that any critique of the quality of the performance of the equipment is subjective; therefore customer's execution of the acknowledgement shall constitute customer's acknowledgement and acceptance of equipment and installation (subject to the listed objections and modifications).

**3. Terms of Payment.** Client shall promptly pay CEI according to the payment schedule listed at the bottom of this page. Any services performed that are not listed within said system design shall be performed at CEI's then current hourly rate for such services. Any deposits constitute advance payments for the purchase of the Equipment and shall not be returned unless the Equipment ordered is defective or CEI receives complete credit for the return of the Equipment from the manufacturer. If CEI cannot receive full credit, a restocking fee will be charged. CEI must be given sufficient time to address and/or correct any technical issues in relation to performance of the system. If after attempts to address these issues any component does not operate as designed, the component may be returned for credit.

Client must make payment on the Client's balance within fifteen (15) days of the date of invoice. Client shall pay interest to CEI on all late payments at the rate of one and one half percent (1 1/2%) per month, not to exceed eighteen percent annually or the maximum permitted by law.

If Client fails to make timely payment, Client agrees that CEI shall be entitled to a general lien on all equipment in CEI's possession, including that which the Client has already paid for CEI may retain equipment until Client fulfills payment obligations.

It is solely the Client's responsibility to save all boxes, warranty cards, instruction booklets, packing materials, etc. that the Equipment manufacturer may require for complete credit on returned items. CEI may, at its sole discretion, apply the Client's deposits towards the purchase of other items of Equipment. **TIME IS OF THE ESSENCE WITH REGARD TO CLIENT'S PAYMENTS ACCORDING TO THE TERMS PROVIDED THEREOF.**

**Communications and Entertainment, Inc.**

1820 Briarwood Ind. Ct. NE

Atlanta, GA 30329

Voice: 404 248 9991 FAX:404 248 9992

**Standard CEI Limited Warranty**

All new equipment sold by Communications and Entertainment, Inc. (CEI) is warranted by its' respective manufacturer against defects in materials or workmanship for a specific time period, usually one year. Questions regarding the details of the manufacturers' warranty can often be answered by referring to the warranty statement of the respective manufacturer.

All work performed by CEI is warranted against defects in workmanship for a period of one calendar year following the first beneficial use or the completion date of the project. This limited warranty does not include alterations or changes to the original design, defects caused by human action, defects caused by external forces or events, or use of the product/system in ways other than, or beyond, its' design intent.

The Standard CEI Limited Warranty includes for a period of 90 days from the first beneficial use or the completion date of the project any costs associated with troubleshooting, diagnosis, equipment removal or reinstallation, equipment repair, consumable goods replacement (labor only), equipment shipping, or the use of temporary (loaner) equipment (when available) if the service call is necessitated by equipment failure, except as noted herein. These costs include trip charges, site labor, shop labor, and shipping charges.

Except as specified herein within the initial 90 day period, neither the manufacturer or Standard CEI Limited Warranty includes any costs associated with: troubleshooting, diagnosis, equipment removal or reinstallation, on-site equipment repair, lamp or other consumable goods replacement, performance issues related to non-commercial media, equipment shipping, or the use of temporary equipment, when said costs are related to equipment failure or incorrect function, including operator error. These costs include, but are not limited to, trip charges, site labor, shop labor, shipping, and rental equipment (when available). A trip charge and a minimum of one hour of labor will apply for all service calls related to equipment failure, incorrect function, performance issues related to non-commercial media, or operator error.

Except as herein expressly set forth, CEI shall not, under any circumstances, be responsible for any direct, indirect, incidental, or consequential damages, including but not limited to loss of use or revenue. CEI shall provide goods and services as specified herein only to the extent that the value of those goods and services do not exceed the current replacement value of the equipment or system being serviced.

This document constitutes the only Standard Limited Warranty offered by CEI and shall not be superceded, altered, or replaced, in whole or part, by any written or verbal statement made by any employee, sub-contractor, or other affiliate of CEI.





**To:** City Council  
**From:** Logan Propes, City Administrator  
**Department:** Sewer  
**Date:** 06/12/2018  
**Subject:** Discussion – Highway 83 Development – Mazzawi Tract

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

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

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

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**Description:**

Amendment to Sewer Service policy – Hwy 83 - Mazzawi Tract

Staff recommends that the City Council approve the variance to the policy, allowing the identified property along Hwy 83 to connect to the City of Monroe Sewer system with a gravity line, pending approvals by Walton County for development and upon approval of all included conditions to be set forth in a subsequent development agreement.

**Background:**

The City has been approached by a development group and current landowner about the possibility of allowing the development located at Hwy 83, County Parcel Number C1650058. The 92.40-acre parcel is owned by the Mazzawi Trust and is zoned County A1 agriculture. The parcel is outside of the City limits and electric service territory. The City sewer main runs directly through this parcel. There are 184 lots proposed in the concept plan, however the approvals and rezoning must occur at the County level.

In 2005 the Monroe Utilities Network approved policy changes to end the practice of MUN (now City) to provide new sewer services outside the city limits unless within the city's electric service territory. If within these boundaries a new sewer service may be tapped onto the existing sewer main/line adjacent to their property but the City will not allow any additional extension of sewer lines to any subdivisions or properties. One of the ideas behind the policy is to prevent additional sewer pump stations to be utilized for out-of-city developments as they are costly to maintain and operate.

**Attachment(s):**

General overview of proposed development – Concept Plan

Proposed development conditions to satisfy a development agreement for sewer service



### Conditions to Satisfy for Development Agreement on the Hwy 83 Mazzawi Tract:

- 1) Minimum square footage – 1,700 square feet one story home, 2,000 square feet for two story home.
- 2) Brick and/or Rock on 50% of home fronts with 3 sides hardi-plank or fiber cement siding on the balance of the home.
- 3) No steel or fiberglass front entry doors. Front entry doors shall be wood or wood and glass.
- 4) No vinyl on cornice or soffits
- 5) HOA will be required
- 6) Professional landscaped, bermed buffer along Hwy 83 and entrance of development to include minimum 20 gallon cryptomeria.
- 7) Architectural shingles on all homes.
- 8) Minimum of 2 trees in yard with a minimum 2" diameter trunk and does not include evergreens.
- 9) Multi-use field shall be landscaped, and include pavilion with timbered frame and architectural shingled roof to match homes, and a playground.
- 10) Pool is zero entry and will be approximate to Jr Olympic in total size with adjoining splash pad area. Pool area shall have a cabana and restrooms.
- 11) Natural Walking Trail system created in the greenspace areas.
- 12) All grassed areas on dwelling lots shall be sodded with a minimum 20 feet of sod in rear of lot.
- 13) Sidewalks on each side of the road throughout development.
- 14) A development agreement for sewer services by the city shall be put in place upon Council approval of the above standards of the development and as also agreed upon by the developer and property owners.

Agreed to above Development Standards for Presentation to the Monroe City Council:

X \_\_\_\_\_

Developer/Property Owner





**To:** City Council  
**From:** Logan Propes, City Administrator  
**Department:** Electric  
**Date:** 06/12/2018  
**Subject:** MEAG – Petition to Increase Bonding Capacity and Validation

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

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

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

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**Description:**

Staff recommends that the City Council the Answer and Acknowledgement of Service of Petition and Complaint for MEAG Power to increase Bonding Capacity and validation of said bonds contained herein the document.

**Background:**

The City of Monroe, as part of MEAG Power has been asked to approve the Answer and Acknowledgement of Service of Petition and Complaint for MEAG Power to increase bonding capacity. This increase in bonding capacity allows for eventual cost savings through the ability to restructure bonds or issue larger bonds for lower interest rates rather than splitting up bonds in lower amounts through multiple issues as bonding capacity limits are reached. Additionally, approval is needed for the validation of the bonds in the Answers to the Court.

**Attachment(s):**

Answer and Acknowledgement of Service of Petition and Complaint for MEAG Power



**SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA**

STATE OF GEORGIA

CIVIL ACTION NO. \_\_\_\_\_

vs

MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA,  
GEORGIA POWER COMPANY,  
OGLETHORPE POWER CORPORATION,  
CRISP COUNTY,  
THE CITY OF DALTON,  
THE CITY OF ACWORTH,  
THE CITY OF ADEL,  
THE CITY OF ALBANY,  
THE CITY OF BARNESVILLE,  
THE CITY OF BLAKELY,  
THE TOWN OF BRINSON,  
THE CITY OF BUFORD,  
THE CITY OF CAIRO,  
THE CITY OF CALHOUN,  
THE CITY OF CAMILLA,  
THE CITY OF CARTERSVILLE,  
THE CITY OF COLLEGE PARK,  
THE CITY OF COMMERCE,  
THE CITY OF COVINGTON,  
THE CITY OF DOERUN,  
THE CITY OF DOUGLAS,  
THE CITY OF EAST POINT,  
THE CITY OF ELBERTON,  
THE CITY OF ELLAVILLE,  
THE CITY OF FAIRBURN,  
THE CITY OF FITZGERALD,  
THE CITY OF FORSYTH,  
THE CITY OF FORT VALLEY,  
THE CITY OF GRANTVILLE,  
THE CITY OF GRIFFIN,  
THE CITY OF HOGANSVILLE,  
THE CITY OF JACKSON,  
THE CITY OF LAFAYETTE,  
THE CITY OF LAGRANGE,  
THE CITY OF LAWRENCEVILLE,  
THE CITY OF MANSFIELD,  
THE CITY OF MARIETTA,  
THE CITY OF MONROE,  
THE CITY OF MONTICELLO,

THE CITY OF MOULTRIE,  
THE CITY OF NEWNAN,  
THE CITY OF NORCROSS,  
THE CITY OF OXFORD,  
THE CITY OF PALMETTO,  
THE CITY OF QUITMAN,  
THE CITY OF SANDERSVILLE,  
THE CITY OF SYLVANIA,  
THE CITY OF SYLVESTER,  
THE CITY OF THOMASTON,  
THE CITY OF THOMASVILLE,  
THE CITY OF WASHINGTON,  
THE CITY OF WEST POINT,  
THE CITY OF WHIGHAM,

The Board of Water, Light  
and Sinking Fund Commissioners  
of the City of Dalton,

The Crisp County  
Power Commission,

The Water, Light and Bond  
Commission of the  
City of Fitzgerald,

The Utilities Commission of  
the City of Fort Valley,

The Board of Water, Sewerage  
and Light Commissioners of  
the City of Newnan, and

The City of Marietta Board of Lights and  
Water.

PETITION AND COMPLAINT

This Petition and Complaint of the State of Georgia, acting by and through the District Attorney of the Atlanta Judicial Circuit of the State of Georgia, against the Municipal Electric Authority of Georgia, Georgia Power Company, Oglethorpe Power Corporation, and all municipal corporations, political subdivisions, boards, commissions and public bodies or organizations named in the caption hereof, respectfully shows:

JURISDICTION AND FACTUAL BACKGROUND

1. The Municipal Electric Authority of Georgia (“**MEAG Power**”) is a public body corporate and politic and an instrumentality of the State of Georgia (the “**State**”), created by the provisions of the Municipal Electric Authority Act, Ga. L. 1975, p. 107, as amended, *codified* at O.C.G.A. §§ 46-3-110 through 46-3-155, as amended (the “**Act**”). MEAG Power is now existing and performing the functions for which it was created as an instrumentality of the State.

2. The Act provides, in O.C.G.A. § 46-3-151, that any action pertaining to validation of bonds to be issued under the provisions of the Act shall be brought in this court, which shall have exclusive original jurisdiction of such action.

3. Georgia Power Company is a corporation organized and existing under the laws of the State, having its principal office and place of doing business in Fulton County, Georgia.

4. Oglethorpe Power Corporation (an Electric Membership Corporation) is a corporation organized and existing under the Georgia Electric Membership Corporation Act and the laws of the State, having its principal office and place of doing business in DeKalb County, Georgia.

5. Crisp County is a lawfully created political subdivision of the State, and each of the defendant municipal corporations is a lawfully created and existing political subdivision of the State.

6. The City of Marietta Board of Lights and Water (the “**Marietta Board**”) is a body corporate created by the laws of the State, as a subsidiary corporation to the City of Marietta, Georgia having power to make all contracts and the power to perform all acts necessary for the lights and water supply of the City of Marietta, Georgia and the power to regulate water and light rates in said defendant municipal corporation.

7. The other defendant commissions and boards are public bodies or organizations in Whitfield, Crisp, Ben Hill, Peach and Coweta Counties, respectively.

8. MEAG Power has given notice, by personal service, to and upon the District Attorney of the Atlanta Judicial Circuit of the State, of the fact that a resolution was adopted by MEAG Power on April 19, 2018 authorizing the validation of the hereinafter described bonds. Said notice (the “**Notice**”) and the certified copy of the resolution that accompanied said Notice are attached hereto as Exhibit A, and the allegations of fact contained in said Notice and in said resolution are, by this reference, incorporated herein and made a part hereof.

9. The name of the defendant seeking to issue the bonds is the Municipal Electric Authority of Georgia.

10. MEAG Power adopted its Power Revenue Bond Resolution on August 30, 1976, as heretofore supplemented, amended and restated, including as supplemented, amended and restated by the Second Amended and Restated Power Revenue Bond Resolution adopted by MEAG Power on December 16, 2011 (the “**Second Amended and Restated Power Resolution**”; such Power Revenue Bond Resolution, as so supplemented, amended and restated, is hereinafter referred to as the “**Power Resolution**”), and its General Power Revenue Bond Resolution on March 22, 1978, readopted April 19, 1978, as heretofore supplemented, amended and restated, including as supplemented, amended and restated by the Second Amended and Restated General

Power Revenue Bond Resolution adopted by MEAG Power on December 16, 2011 (the “**Second Amended and Restated General Resolution**”; such General Power Revenue Bond Resolution, as so supplemented, amended and restated, is hereinafter referred to as the “**General Resolution**”). Also on December 16, 2011, MEAG Power adopted its Supplemental Resolution (the “**Power Resolution Amendatory Supplemental Resolution**”) amending the Power Resolution upon the occurrence of certain conditions set forth therein, and its Supplemental Resolution (the “**General Resolution Amendatory Supplemental Resolution**”) amending the General Resolution upon the occurrence of certain conditions set forth therein. The General Resolution Amendatory Supplemental Resolution and the Power Resolution Amendatory Supplemental Resolution are hereinafter collectively referred to as the “**Amendatory Supplemental Resolutions.**” [NTD: Don’t we need to have the actual 12/16/11 Second Amended and Restated Bond Resolutions (perhaps in blacklined forms, so it is obvious what was changed?) and Amendatory Supplemental Resolutions before the Court? Should they be exhibits to the Notice?]

11. The Power Resolution provides for the issuance of senior bonds (the “**Power Revenue Bonds**”) which shall be direct and general obligations of MEAG Power.

12. Pursuant to the provisions of the Power Resolution, MEAG Power has validated and confirmed \$\_\_\_\_\_ of Power Revenue Bonds and the security therefor, authorized to be issued as the “**Initial Facilities Issue**,” as defined in the Power Resolution and pursuant to Section 203 thereof, for the purpose of financing the “**Cost of Acquisition and Construction**” of the “**Initial Facilities**,” both as defined in the Power Resolution, and \$\_\_\_\_\_ of Power Revenue Bonds authorized to be issued as “**Additional Bonds**,” as defined in the Power Resolution, [NTD: not sure this is correct: for the purpose of financing the Cost of Acquisition and Construction of the Initial Facilities pursuant to subsection 1 of Section 204 of the Power

Resolution and] for the purpose of financing the Cost of Acquisition and Construction of any “**Additional Facilities**,” as defined in the Power Resolution and pursuant to subsection 2 of Section 204 thereof.

13. In addition, pursuant to the Power Resolution, MEAG Power has validated and confirmed \$\_\_\_\_\_ of Power Revenue Bonds and the security therefor, authorized to be issued as “**Refunding Bonds**,” as defined in the Power Resolution and pursuant to Section 205 thereof.

14. MEAG Power has a total of \$\_\_\_\_\_ in principal amount of validated but unissued Power Revenue Bonds authorized to be issued as “**Additional Bonds**,” as defined in the Power Resolution, and a total of \$\_\_\_\_\_ in principal amount of validated but unissued Power Revenue Bonds authorized to be issued as “**Refunding Bonds**,” as defined in the Power Resolution.

15. The General Resolution provides for the issuance of senior bonds (the “**General Power Revenue Bonds**”) which shall be direct and general obligations of MEAG Power.

16. Pursuant to the provisions of the General Resolution, MEAG Power has validated and confirmed \$\_\_\_\_\_ of General Power Revenue Bonds and the security therefor, authorized to be issued as the “**Initial Facilities Issue**,” as defined in the General Resolution and pursuant to Section 203 thereof, for the purpose of financing the “**Cost of Acquisition and Construction**” of the “**Initial Facilities**” of “**Project Two**,” each as defined in the General Resolution, and \$\_\_\_\_\_ of General Power Revenue Bonds authorized to be issued as “**Additional Bonds**,” as defined in the General Resolution, [NTD: not sure this is correct: for the purpose of financing the Cost of Acquisition and Construction of the Initial Facilities pursuant to subsection 1 of Section 204 of the General Resolution,] for the purpose of financing the Costs of



Acquisition and Construction of any “**Capital Improvements**,” as defined in the General Resolution, for Project Two and pursuant to subsection 2 of Section 204 thereof, and \$\_\_\_\_\_ of General Power Revenue Bonds authorized to be issued as “**Additional Bonds**” for the purpose of financing the Cost of Acquisition and Construction of “**Project Three**” and “**Project Four**,” both as defined in the General Resolution and pursuant to Section 205 thereof.

17. In addition, pursuant to the General Resolution, MEAG Power has validated and confirmed \$\_\_\_\_\_ of General Power Revenue Bonds and the security therefor, authorized to be issued as “**Refunding Bonds**,” as defined in the General Resolution and pursuant to Section 206 thereof.

18. MEAG Power has a total of \$ \_\_\_\_\_ in principal amount of validated but unissued General Power Revenue Bonds authorized to be issued as “**Additional Bonds**,” as defined in the General Resolution, and a total of \$ \_\_\_\_\_ in principal amount of validated but unissued General Power Revenue Bonds authorized to be issued as “**Refunding Bonds**,” as defined in the General Resolution.

19. Pursuant to the provisions of the Power Resolution and General Resolution, respectively, MEAG Power adopted its Project One Subordinated Bond Resolution on October 20, 1982, as heretofore supplemented and amended (the “**Project One Subordinated Bond Resolution**”), and its General Resolution Projects Subordinated Bond Resolution on November 1, 1985, as heretofore supplemented and amended (the “**General Resolution Projects Subordinated Bond Resolution**”). MEAG Power subordinated bonds authorized to be issued as “**Subordinated Bonds**” pursuant to Section 513 of, and as defined in, the Power Resolution are hereinafter referred to in this Petition and Complaint as “**Project One Subordinated Bonds**.” MEAG Power subordinated bonds authorized to be issued as “**Subordinated Bonds**” pursuant to

Section 513 of, and as defined in, the General Resolution are hereinafter referred to in this Petition and Complaint as “**General Resolution Projects Subordinated Bonds.**” All such Subordinated Bonds issued for the purpose of financing Project Two are hereinafter referred to in this Petition and Complaint as “**Project Two Subordinated Bonds.**” All such Subordinated Bonds issued for the purpose of financing Project Three are hereinafter referred to in this Petition and Complaint as “**Project Three Subordinated Bonds.**” All such Subordinated Bonds issued for the purpose of financing Project Four are hereinafter referred to in this Petition and Complaint as “**Project Four Subordinated Bonds.**”

20. The Superior Court of Fulton County, Georgia has entered judgments validating and confirming “**Bonds**” and “**Subordinated Bonds**” as defined in the Power Resolution, as applicable, to be issued pursuant to the Power Resolution, and the security therefor, in the following cases: State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. C-22478, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. C-93765, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. D-2877, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. D-23772, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. D-29002, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. D-42431, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. E-1178, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. E-12561, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. E-49832, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. 2004 CV 94098 and State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. 2009 CV 174900. The Superior Court of Fulton County, Georgia has entered judgments

validating and confirming “**Bonds**” and “**Subordinated Bonds**” as defined in the General Resolution, as applicable, to be issued pursuant to the General Resolution, and the security therefor, in the following cases: State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. C-40127, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. C-65678, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. D-3516, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. D-29002, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. D-42431, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. E-1178, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. E-12561, State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. 2004 CV 94098 and State of Georgia vs. Municipal Electric Authority of Georgia, et al., Civil Action No. 2009 CV 174900. The records in all of said validation proceedings are by this reference incorporated herein and made a part hereof.

21. MEAG Power entered into Project One Power Sales Contracts dated as of October 1, 1975, with each of the defendant political subdivisions, commissions and boards, except the City of Acworth, City of Oxford, City of Dalton and the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton (the “**Dalton Board**”). Each of these Project One Power Sales Contracts has been amended as follows: a first amendment dated March 1, 1976; a second amendment dated May 25, 1977; a third amendment dated February 1, 1978; a fourth amendment dated May 1, 1980; a fifth amendment dated November 16, 1983; a sixth amendment dated January 1, 1986; a seventh amendment dated May 31, 1989; and the Term Extension Amendment referred to in Paragraph 25 below. MEAG Power also entered into a Project One Power Sales Contract with the City of Oxford, dated as of January 1, 1986 and a Project One Power Sales Contract with

the City of Acworth, dated as of February 1, 2002. Each of these Project One Power Sales Contracts and the amendments thereto were validated and confirmed in prior validation proceedings filed in this Court.

22. MEAG Power entered into Project Two Power Sales Contracts dated as of February 1, 1978, with each of the defendant political subdivisions, commissions and boards, except the City of Acworth, City of Oxford, City of Dalton and the Dalton Board. Each of said Project Two Power Sales Contracts has been amended as follows: a first amendment dated as of May 1, 1980; a second amendment dated January 1, 1986; and the Term Extension Amendment referred to in Paragraph 25 below. Additionally, MEAG Power entered into a Project Two Power Sales Contract with the City of Oxford, dated as of January 1, 1986. Each of the Project Two Power Sales Contracts and the amendments thereto were validated and confirmed in prior validation proceedings filed in this Court.

23. MEAG Power entered into Project Three Power Sales Contracts dated as of May 1, 1980, with each of the defendant political subdivisions, commissions and boards, except the City of Acworth, City of Oxford, City of Dalton and the Dalton Board. Each of said Project Three Power Sales Contracts has been amended as follows: a first amendment dated as of January 1, 1986; and the Term Extension Amendment referred to in Paragraph 25 below. Additionally, MEAG Power entered into a Project Three Power Sales Contract with the City of Oxford dated as of January 1, 1986. Each of the Project Three Power Sales Contracts and the amendments thereto were validated and confirmed in prior validation proceedings filed in this Court.

24. MEAG Power entered into Project Four Power Sales Contracts dated as of November 16, 1983, with each of the defendant political subdivisions, commissions and boards, except the City of Acworth, City of Oxford, City of Dalton and the Dalton Board. Each of said

Project Four Power Sales Contracts has been amended as follows: a first amendment dated January 1, 1986; and the Term Extension Amendment referred to in Paragraph 25 below. Additionally, MEAG Power entered into a Project Four Power Sales Contract with the City of Oxford dated as of January 1, 1986. Each of the Project Four Power Sales Contracts and the amendments thereto were validated and confirmed in prior validation proceedings filed in this Court.

25. As set forth above, each of the defendant political subdivisions, commissions and boards, except for the City of Dalton and the Dalton Board (the “**Participants**”), has executed an amendment to its respective Project One Power Sales Contract, Project Two Power Sales Contract, Project Three Power Sales Contract and Project Four Power Sales Contract, which, in part, extended the term of each such Project One Power Sales Contract, Project Two Power Sales Contract, Project Three Power Sales Contract and Project Four Power Sales Contract until June 1, 2054 (the “**Term Extension Amendment**”). Notwithstanding anything herein to the contrary, the City of Acworth has not entered into a Project Two Power Sales Contract, Project Three Power Sales Contract or Project Four Power Sales Contract and the term “Participant” with respect to Project Two, Project Three and Project Four shall exclude the City of Acworth. Hereinafter, (a) the Project One Power Sales Contracts entered into by and between MEAG Power and each of the defendant Participants as amended by those certain amendments described in Paragraph 21 shall be referred to as the “**Project One Power Sales Contracts**,” the Project Two Power Sales Contracts entered into by and between MEAG Power and each of the defendant Participants as amended by those certain amendments described in Paragraph 22 shall be referred to as the “**Project Two Power Sales Contracts**,” the Project Three Power Sales Contracts entered into by and between MEAG Power and each of the defendant Participants as amended by those certain amendments described in Paragraph 23 shall be referred to as the “**Project Three Power Sales**



**Contracts,”** and the Project Four Power Sales Contracts entered into by and between MEAG Power and each of the defendant Participants as amended by those certain amendments described in Paragraph 24 shall be referred to as the “**Project Four Power Sales Contracts**” and (b) the “project” undertaken by MEAG Power pursuant to the Project One Power Sales Contracts shall be referred to as “**Project One**,” the “project” undertaken by MEAG Power pursuant to the Project Two Power Sales Contracts shall be referred to as “**Project Two**,” the “project” undertaken by MEAG Power pursuant to the Project Three Power Sales Contracts shall be referred to as “**Project Three**,” and the “project” undertaken by MEAG Power pursuant to the Project Four Power Sales Contracts shall be referred to as “**Project Four**.” The Project Two Power Sales Contracts, Project Three Power Sales Contracts and Project Four Power Sales Contracts are hereinafter referred to collectively as the “**General Resolution Power Sales Contracts**.”

26. Each of the Project One Power Sales Contracts, Project Two Power Sales Contracts, Project Three Power Sales Contracts and Project Four Power Sales Contracts shall remain in full force and effect until June 1, 2054 and is enforceable against MEAG Power and each of the aforesaid Participants in accordance with its respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable and to the exercise of judicial discretion in appropriate cases.

## COUNT ONE

### ADDITIONAL PROJECT ONE SENIOR BONDS

27. The allegations of Paragraphs 1 through 26 of this Petition and Complaint are, by this reference, incorporated herein and made a part hereof.

28. The Power Resolution provides for the issuance of Power Revenue Bonds, which shall be direct and general obligations of MEAG Power.

29. The Act provides in O.C.G.A. § 46-3-131(b) that bonds of MEAG Power may be issued, among other purposes, “to provide funds to pay . . . all costs included in the definition of ‘cost of projects’ as defined in Code Section 46-3-111 . . . [and] bonds may . . . be issued to pay off, refund or refinance any outstanding bonds or other obligation of any nature owed by [MEAG Power], whether or not such bonds or other obligations shall then be subject to redemption. . . .”

30. MEAG Power has a total of \$ \_\_\_\_\_ in principal amount of validated but unissued Power Revenue Bonds. MEAG Power has determined pursuant to a resolution adopted on April 19, 2018 and attached to the Notice as Exhibit “1” (the “**Validation Resolution**”) that it is now necessary and advisable to validate additional Power Revenue Bonds (the “**Additional Project One Senior Bonds**”) in an aggregate principal amount, together with the Additional Project One Subordinated Bonds (defined below) sought to be validated pursuant to Count Two below, of \$4,706,900,000, it being understood that such aggregate principal amount (A) may be issued entirely as “**Additional Bonds**,” entirely as “**Refunding Bonds**” (as each is defined in the Power Resolution) or in such lesser amount(s) of either or both thereof as determined by MEAG Power and (B) may be issued entirely as Additional Project One Senior Bonds, entirely as Additional Project One Subordinated Bonds or in any combination thereof as determined by MEAG Power. The purposes for which the Additional Project One Senior Bonds now sought to be validated are to be issued are (a) to provide funds for the payment of all or a portion of the Cost of Acquisition and Construction of any Additional Facilities of Project One as provided in subsection 2 of Section 204 of the Power Resolution and (b) to provide funds to refund all or a portion of the Outstanding Power Revenue Bonds of one or more Series as provided in subsection 1 of Section 205 of the Power Resolution.

31. MEAG Power has based its determination of the amount of Additional Project One Senior Bonds sought to be validated on a number of considerations, including MEAG Power's expected capital requirements for Project One and the respective amounts of Power Revenue Bonds and Project One Subordinated Bonds outstanding and capable of being refunded.

32. It is provided by the Act, O.C.G.A. § 46-3-131(g), that the Notice to the District Attorney of MEAG Power's intention to issue its bonds shall set forth, among other things, the amount of principal to be paid in each year during the life of the bonds or the method or formula by which such amounts shall be determined. By reason of MEAG Power's intention to issue the Additional Project One Senior Bonds now sought to be validated in separate series, the magnitude of the Project authorized by the Power Resolution, and the impracticability of determining the amount of principal of each separate series or installment to be required for the construction, renewal, replacement, repair, and other components of such Project in each year during the life of the bonds, as well as the amount of principal of each separate series or installment to be required for purposes of refunding Power Revenue Bonds or Project One Subordinated Bonds, a method or formula by which such amounts shall be determined has been provided in the Notice to the District Attorney attached hereto as Exhibit A and incorporated herein in its entirety by this reference. The District Attorney of the Atlanta Judicial Circuit of the State of Georgia hereby claims and asserts that the method or formula set forth in the Notice attached hereto fully complies in all respects with the requirements set forth by the Act in O.C.G.A. § 46-3-131(g).

33. It is provided by the Act, O.C.G.A. § 46-3-131(h), that this Petition and Complaint state, among other things, the amount of principal and interest to be paid annually or the method or formula by which the amount of such payments shall be determined. By reason of MEAG Power's intention to issue the Additional Project One Senior Bonds now sought to be validated in

separate series, the magnitude of the Project authorized by the Power Resolution, and the impracticability of determining the amount of principal of each separate series or installment to be required for the construction, renewal, replacement, repair, and other components of such Project in each year during the life of the bonds, as well as the amount of principal of each separate series or installment to be required for purposes of refunding Power Revenue Bonds or Project One Subordinated Bonds, MEAG Power intends to deploy the identical method or formula by which such amounts shall be determined as has been provided in the Notice to the District Attorney attached hereto as Exhibit A and incorporated herein in its entirety by this reference. The District Attorney of the Atlanta Judicial Circuit of the State of Georgia hereby claims and asserts that the method or formula set forth in the Notice attached hereto fully complies in all respects with the requirements set forth by the Act in O.C.G.A. § 46-3-131(h).

34. The Additional Project One Senior Bonds of any series or installment now sought to be validated are to be issued on or prior to December 31, 2034 and the date by which such Additional Project One Senior Bonds are to be paid in full shall not be later than June 1, 2054. Notwithstanding the foregoing, in the event that any Additional Project One Senior Bonds are to be issued to refund any Power Revenue Bonds or Project One Subordinated Bonds, such Additional Project One Senior Bonds may be issued not later than December 31, 2044.

35. The interest rate or rates that the Additional Project One Senior Bonds of any series or installment now sought to be validated, when issued, are to bear shall not exceed 25% per annum.

36. The Additional Project One Senior Bonds now sought to be validated are to be secured on a parity with the previously validated Power Revenue Bonds and any other “Bonds” (as such term is defined in the Power Resolution) issued or to be issued by MEAG Power. MEAG

Power is authorized to issue Bonds on a parity with the Power Revenue Bonds. The security to be pledged to the payment of the Additional Project One Senior Bonds now sought to be validated is the Trust Estate (as such term is defined in the Power Resolution) created pursuant to the Power Resolution. In addition, MEAG Power may agree to establish and maintain other reserves for the payment of any Additional Project One Senior Bonds.

37. As provided in the Act and in the Project One Power Sales Contracts, the Additional Project One Senior Bonds now sought to be validated shall be payable from the aforesaid assets of MEAG Power, and the issuance of such Additional Project One Senior Bonds shall not obligate the State or any political subdivision thereof to levy or pledge any form of taxation whatever for the payment thereof.

38. The Additional Project One Senior Bonds now sought to be validated will in no way constitute a debt of the State or of any political subdivision thereof, within the meaning of any constitutional or statutory limitation, or pledge the faith and credit of the State or of any such political subdivision, nor shall the State or any such political subdivision be subject to any pecuniary liability thereon, and no owner of any of such Additional Project One Senior Bonds or receiver or trustee in connection therewith shall ever have the right to compel the exercise of the taxing power of the State or of any such political subdivision to pay the principal thereof or the interest thereon. No such Additional Project One Senior Bonds shall constitute a charge, lien or encumbrance, legal or equitable, upon any property of the State or any political subdivision thereof, but shall be an obligation of MEAG Power payable from the sources set forth in Paragraph 36 of this Count One.

39. The Participants can never be compelled to exercise their powers of taxation to pay the Additional Project One Senior Bonds now sought to be validated or the interest thereon, but

by reason of the Participants having been expressly authorized by the Constitution of the State, Article IX, Section III, Paragraph I(a), to incur the obligations created by the Project One Power Sales Contracts, the power of said Participants to levy taxes, if necessary, to pay the obligations that the Constitution authorizes them to incur, including such obligations as may be incurred on account of payments required to be made by reason of a default by any of said Participants in payments due under any Project One Power Sales Contract in accordance with the provisions of Sections 306(b)(1)(B) and 306(c)(1)(B) of the Project One Power Sales Contracts, or by reason of a transfer of power pursuant to a default, in accordance with the provisions of Section 604 of the Project One Power Sales Contracts, grows out of and, as a matter of law, is a part of the power given by the Constitution to incur such obligations.

40. While none of the contracts referred to in Paragraph 21 hereof is pledged as security for the payment of the Additional Project One Senior Bonds, all payments required to be made by the defendant Participants pursuant to the provisions of Article III of the Project One Power Sales Contracts between the defendant Participants and MEAG Power and all other payments attributable to Project One or to the Annual Project Costs, as said Project and Annual Project Costs are defined in said Project One Power Sales Contracts, which payments are to be made in accordance with or pursuant to any provision of the Project One Power Sales Contracts, are required to be sufficient to provide, among other things, for the payment of the Additional Project One Senior Bonds.

41. The Additional Project One Senior Bonds now sought to be validated will be direct and general obligations of MEAG Power, payable from the sources set forth in Paragraph 36 of this Count One. The actual payments, however, to be received by MEAG Power pursuant to the provisions of Article III of the Project One Power Sales Contracts, which payments are to be made



by the defendant Participants contracting with MEAG Power for electric power and energy for use by such Participants or the residents thereof, are required to be sufficient to provide, among other things, for the payment of the Additional Project One Senior Bonds, and the amounts contracted to be paid by such Participants to MEAG Power under such contract or contracts entered into pursuant to the provisions of said Act shall constitute general obligations of such Participants for the payment of which the full faith and credit of such Participants may be pledged to provide the funds required to fulfill all obligations arising under any such contract. Any such Participant that shall have entered into such a contract pursuant to the provisions of the Act shall annually in each and every fiscal year during the term of such contract include in a general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by such contract until all payments required under such contract have been paid in full. In the event for any reason any such provision or appropriation is not made, then the fiscal officers of such Participant are authorized and directed to set up as an appropriation on its accounts in each fiscal year the amounts required to pay the obligations called for under any such contract. The amount of the appropriation in each fiscal year to meet the obligations of such contract as authorized and required by the provisions of the Act shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of said contract, and such appropriation shall have the same legal status as if the contracting Participant had included the amount of the appropriation in its general revenue or appropriation measure. Pursuant to the provisions of the Act, such fiscal officers shall make such payment to MEAG Power if for any reason such appropriation is not otherwise made. Any such Participant may obligate itself and its successors to use only those projects for which it has contracted and none other, provided, however, that so long as electric power and energy shall

actually be received by any such Participant from any facility or facilities of Project One, the Entitlement Share of Annual Project Costs of such Participant shall be paid by such Participant as a cost of purchased electric power and energy for the electric system of such Participant and as an expense of operation and maintenance thereof.

42. The District Attorney, pursuant to the laws of the State, in particular O.C.G.A. § 9-11-52, waives, in the name of the State, the requirement that separate findings of fact and conclusions of law be entered in this action.

**WHEREFORE**, your petitioner, within twenty days from the date of service of said written Notice, files this Count One of this Petition and Complaint as required by law and prays an order requiring the aforesaid defendants (in the case of corporate defendants, by their officers) to show cause at such time and place as may be fixed by the court within twenty days after the filing of this Petition and Complaint, why: (i) the Power Resolution, as heretofore supplemented, amended and restated, including, particularly, the amendments thereto effected by the Second Amended and Restated Power Resolution and the amendments thereto to be effected by the Power Resolution Amendatory Supplemental Resolution, and (ii) the Additional Project One Senior Bonds in an aggregate principal amount, together with the Additional Project One Subordinated Bonds sought to be validated pursuant to Count Two below, of \$4,706,900,000 to be issued from time to time in separate series or installments in accordance with the provisions of the Power Resolution and the security therefor, it being understood that such aggregate principal amount may be issued entirely as “**Additional Bonds**,” entirely as “**Refunding Bonds**” (as each is defined in the Power Resolution) or in such lesser amount(s) of either or both thereof as determined by MEAG Power, should not be confirmed and validated, and that (a) upon the Court granting each and every prayer requested herein by the execution of an Order and Final Judgment prepared with

the consent of defendants, (b) following the filing of verified answers by each of the defendants admitting and averring to each of the allegations contained herein and (c) following the required hearing without motion for or intervention by any other party, the State of Georgia, by and through the undersigned, be granted the right to waive the time to allow and otherwise assert any right of appeal or post-judgment relief from said Order and Final Judgment, for which plaintiff shall be deemed to have so waived and consented upon entry of said Order and Final Judgment.

## COUNT TWO

### ADDITIONAL PROJECT ONE SUBORDINATED BONDS

43. The allegations of Paragraphs 1 through 26 of this Petition and Complaint are, by this reference, incorporated herein and made a part hereof.

44. The Power Resolution and the Project One Subordinated Bond Resolution provide for the issuance of Project One Subordinated Bonds, which shall be direct and general obligations of MEAG Power. The Project One Subordinated Bonds are subject to the pledge of any revenues or funds of MEAG Power to holders of the Power Revenue Bonds or other evidences of indebtedness.

45. The Act provides in O.C.G.A. § 46-3-131(b) that bonds of MEAG Power may be issued, among other purposes, “to provide funds to pay . . . all costs included in the definition of ‘cost of projects’ as defined in Code Section 46-3-111 . . . [and] bonds may. . . be issued to pay off, refund or refinance any outstanding bonds or other obligation of any nature owed by [MEAG Power], whether or not such bonds or other obligations shall then be subject to redemption. . . .”

46. MEAG Power has a total of \$\_\_\_\_\_ in principal amount of validated but unissued Project One Subordinated Bonds. MEAG Power has determined pursuant to the Validation Resolution that it is now necessary and advisable to validate additional Project One Subordinated Bonds (the “**Additional Project One Subordinated Bonds**”) in an aggregate

principal amount, together with the Additional Project One Senior Bonds sought to be validated pursuant to Count One above, of \$4,706,900,000, it being understood that such aggregate principal amount may be issued entirely as Additional Project One Senior Bonds, entirely as Additional Project One Subordinated Bonds or in any combination thereof as determined by MEAG Power. The pledge of the revenues or funds of MEAG Power to holders of the Additional Project One Subordinated Bonds now sought to be validated shall be subordinate to the pledge of said revenues or funds to holders of the Power Revenue Bonds and the Additional Project One Senior Bonds.

47. The Additional Project One Subordinated Bonds now sought to be validated are to be issued for any one or more of the purposes set forth in subsection 2 of Section 511 of the Power Resolution.

48. The Project One Power Sales Contracts, Section 102(f), define “**Bonds**” to mean bonds issued by MEAG Power pursuant to the provisions of the Power Resolution to finance or refinance the Cost of Acquisition and Construction of Project One, “whether or not any issue of such bonds shall be subordinated as to payment to any other issue of such bonds. . . .”

49. MEAG Power has based its determination of the amount of Additional Project One Subordinated Bonds sought to be validated on a number of considerations, including MEAG Power’s expected capital requirements for Project One and the respective amounts of Power Revenue Bonds and Project One Subordinated Bonds outstanding and capable of being refunded.

50. It is provided by the Act, O.C.G.A. § 46-3-131(g), that the Notice to the District Attorney of MEAG Power’s intention to issue its bonds shall set forth, among other things, the amount of principal to be paid in each year during the life of the bonds or the method or formula by which such amounts shall be determined. By reason of MEAG Power’s intention to issue the Additional Project One Subordinated Bonds now sought to be validated in separate series, the

magnitude of the Project authorized by the Power Resolution, and the impracticability of determining the amount of principal of each separate series or installment to be required for the construction, renewal, replacement, repair, and other components of such Project in each year during the life of the bonds, as well as the amount of principal of each separate series or installment to be required for purposes of refunding Power Revenue Bonds or Project One Subordinated Bonds, a method or formula by which such amounts shall be determined has been provided in the Notice to the District Attorney attached hereto as Exhibit A and incorporated herein in its entirety by this reference. The District Attorney of the Atlanta Judicial Circuit of the State of Georgia hereby claims and asserts that the method or formula set forth in the Notice attached hereto fully complies in all respects with the requirements set forth by the Act in O.C.G.A. § 46-3-131(g).

51. It is provided by the Act, O.C.G.A. § 46-3-131(h), that this Petition and Complaint state, among other things, the amount of principal and interest to be paid annually or the method or formula by which the amount of such payments shall be determined. By reason of MEAG Power's intention to issue the Additional Project One Subordinated Bonds now sought to be validated in separate series, the magnitude of the Project authorized by the Power Resolution, and the impracticability of determining the amount of principal of each separate series or installment to be required for the construction, renewal, replacement, repair, and other components of such Project in each year during the life of the bonds, as well as the amount of principal of each separate series or installment to be required for purposes of refunding Power Revenue Bonds or Project One Subordinated Bonds, MEAG Power intends to deploy the identical method or formula by which such amounts shall be determined as has been provided in the Notice to the District Attorney attached hereto as Exhibit A and incorporated herein in its entirety by this reference. The District

Attorney of the Atlanta Judicial Circuit of the State of Georgia hereby claims and asserts that the method or formula set forth in the Notice attached hereto fully complies in all respects with the requirements set forth by the Act in O.C.G.A. § 46-3-131(h).

52. The Additional Project One Subordinated Bonds of any series or installment now sought to be validated are to be issued on or prior to December 31, 2034 and the date by which such Additional Project One Subordinated Bonds are to be paid in full shall not be later than June 1, 2054. Notwithstanding the foregoing, in the event that any Additional Project One Subordinated Bonds are to be issued to refund any Power Revenue Bonds or Project One Subordinated Bonds, such Additional Project One Subordinated Bonds may be issued not later than December 31, 2044.

53. The interest rate or rates that the Additional Project One Subordinated Bonds of any series or installment now sought to be validated, when issued, are to bear shall not exceed 25% per annum.

54. The Additional Project One Subordinated Bonds now sought to be validated are to be secured on a parity with the previously validated Project One Subordinated Bonds and any other “Subordinated Bonds” (as such term is defined in the Power Resolution) issued or to be issued by MEAG Power. MEAG Power is authorized to issue additional Project One Debt Securities (as defined in the Project One Subordinated Bond Resolution) on a parity with the Project One Subordinated Bonds. The security to be pledged to the payment of the Additional Project One Subordinated Bonds now sought to be validated is the Subordinated Bond Fund created pursuant to the Power Resolution, including the investments, if any, thereof; provided, however, that such pledge shall be subordinate in all respects to the pledge of Revenues (as defined in the Power Resolution), moneys, securities and funds created by the Power Resolution as security for the Power Revenue Bonds and the Additional Project One Senior Bonds. In addition, MEAG Power



may agree to establish and maintain other reserves for the payment of any Additional Project One Subordinated Bonds, subject to the pledge of any such reserves to the payment of the Power Revenue Bonds and Additional Project One Senior Bonds as described herein.

55. As provided in the Act and in the Project One Power Sales Contracts, the Additional Project One Subordinated Bonds now sought to be validated shall be payable from the aforesaid assets of MEAG Power, and the issuance of such Additional Project One Subordinated Bonds shall not obligate the State or any political subdivision thereof to levy or pledge any form of taxation whatever for the payment thereof.

56. The Additional Project One Subordinated Bonds now sought to be validated will in no way constitute a debt of the State or of any political subdivision thereof, within the meaning of any constitutional or statutory limitation, or pledge the faith and credit of the State or of any such political subdivision, nor shall the State or any such political subdivision be subject to any pecuniary liability thereon, and no owner of any of such Additional Project One Subordinated Bonds or receiver or trustee in connection therewith shall ever have the right to compel the exercise of the taxing power of the State or of any such political subdivision to pay the principal thereof or the interest thereon. No such Additional Project One Subordinated Bonds shall constitute a charge, lien or encumbrance, legal or equitable, upon any property of the State or any political subdivision thereof, but shall be an obligation of MEAG Power payable from the sources set forth in Paragraph 54 of this Count Two.

57. The Participants can never be compelled to exercise their powers of taxation to pay the Additional Project One Subordinated Bonds now sought to be validated or the interest thereon, but by reason of the Participants having been expressly authorized by the Constitution of the State, Article IX, Section III, Paragraph I(a), to incur the obligations created by the Project One Power

Sales Contracts, the power of said Participants to levy taxes, if necessary, to pay the obligations that the Constitution authorizes them to incur, including such obligations as may be incurred on account of payments required to be made by reason of a default by any of said Participants in payments due under any Project One Power Sales Contract in accordance with the provisions of Sections 306(b)(1)(B) and 306(c)(1)(B) of the Project One Power Sales Contracts, or by reason of a transfer of power pursuant to a default, in accordance with the provisions of Section 604 of the Project One Power Sales Contracts, grows out of and, as a matter of law, is a part of the power given by the Constitution to incur such obligations.

58. While none of the contracts referred to in Paragraph 21 hereof is pledged as security for the payment of the Additional Project One Subordinated Bonds, all payments required to be made by the defendant Participants pursuant to the provisions of Article III of the Project One Power Sales Contracts between the defendant Participants and MEAG Power and all other payments attributable to Project One or to the Annual Project Costs, as said Project and Annual Project Costs are defined in said Project One Power Sales Contracts, which payments are to be made in accordance with or pursuant to any provision of the Project One Power Sales Contracts, are required to be sufficient to provide, among other things, for the payment of the Additional Project One Subordinated Bonds.

59. The Additional Project One Subordinated Bonds now sought to be validated will be direct and general obligations of MEAG Power, payable from the sources set forth in Paragraph 54 this Count Two. The actual payments, however, to be received by MEAG Power pursuant to the provisions of Article III of the Project One Power Sales Contracts, which payments are to be made by the defendant Participants contracting with MEAG Power for electric power and energy for use by such Participants or the residents thereof, are required to be sufficient to provide, among

other things, for the payment of the Additional Project One Subordinated Bonds, and the amounts contracted to be paid by such Participants to MEAG Power under such contract or contracts entered into pursuant to the provisions of said Act shall constitute general obligations of such Participants for the payment of which the full faith and credit of such Participants may be pledged to provide the funds required to fulfill all obligations arising under any such contract. Any such Participant that shall have entered into such a contract pursuant to the provisions of the Act shall annually in each and every fiscal year during the term of such contract include in a general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by such contract until all payments required under such contract have been paid in full. In the event for any reason any such provision or appropriation is not made, then the fiscal officers of such Participant are authorized and directed to set up as an appropriation on its accounts in each fiscal year the amounts required to pay the obligations called for under any such contract. The amount of the appropriation in each fiscal year to meet the obligations of such contract as authorized and required by the provisions of the Act shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of said contract, and such appropriation shall have the same legal status as if the contracting Participant had included the amount of the appropriation in its general revenue or appropriation measure. Pursuant to the provisions of the Act, such fiscal officers shall make such payment to MEAG Power if for any reason such appropriation is not otherwise made. Any such Participant may obligate itself and its successors to use only those projects for which it has contracted and none other, provided, however, that so long as electric power and energy shall actually be received by any such Participant from any facility or facilities of Project One, the Entitlement Share of Annual Project Costs of such Participant shall be paid by such Participant as

a cost of purchased electric power and energy for the electric system of such Participant and as an expense of operation and maintenance thereof.

60. The District Attorney, pursuant to the laws of the State, in particular O.C.G.A. § 9-11-52, waives, in the name of the State, the requirement that separate findings of fact and conclusions of law be entered in this action.

**WHEREFORE**, your petitioner, within twenty days from the date of service of said written Notice, files this Count Two of this Petition and Complaint as required by law and prays an order requiring the aforesaid defendants (in the case of corporate defendants, by their officers) to show cause at such time and place as may be fixed by the court within twenty days after the filing of this Petition and Complaint, why: (i) the Power Resolution, as heretofore supplemented, amended and restated, including, particularly, the amendments thereto effected by the Second Amended and Restated Power Resolution and the amendments thereto to be effected by the Power Resolution Amendatory Supplemental Resolution, and (ii) the Additional Project One Subordinated Bonds in an aggregate principal amount, together with the Additional Project One Senior Bonds sought to be validated pursuant to Count One above, of \$4,706,900,000 to be issued from time to time in separate series or installments in accordance with the provisions of the Power Resolution and the Project One Subordinated Bond Resolution and the security therefor should not be confirmed and validated, and that (a) upon the Court granting each and every prayer requested herein by the execution of an Order and Final Judgment prepared with the consent of defendants, (b) following the filing of verified answers by each of the defendants admitting and averring to each of the allegations contained herein and (c) following the required hearing without motion for or intervention by any other party, the State of Georgia, by and through the undersigned, be granted the right to waive the time to allow and otherwise assert any right of appeal or post-judgment relief

from said Order and Final Judgment, for which plaintiff shall be deemed to have so waived and consented upon entry of said Order and Final Judgment.

### COUNT THREE

#### ADDITIONAL GENERAL RESOLUTION PROJECTS SENIOR BONDS

61. The allegations of Paragraphs 1 through 26 of this Petition and Complaint are, by this reference, incorporated herein and made a part hereof.

62. The General Resolution provides for the issuance of General Power Revenue Bonds, which shall be direct and general obligations of MEAG Power.

63. The Act provides in O.C.G.A. § 46-3-131(b) that bonds of MEAG Power may be issued, among other purposes, “to provide funds to pay . . . all costs included in the definition of ‘cost of projects’ as defined in Code Section 46-3-111 . . . [and] bonds may. . . be issued to pay off, refund or refinance any outstanding bonds or other obligation of any nature owed by [MEAG Power], whether or not such bonds or other obligations shall then be subject to redemption. . . .”

64. MEAG Power has a total of \$\_\_\_\_\_, \$\_\_\_\_\_ and \$\_\_\_\_\_ in principal amount of validated but unissued General Power Revenue Bonds for Project Two, Project Three and Project Four, respectively. MEAG Power has determined pursuant to the Validation Resolution that it is now necessary and advisable to validate: (i) additional General Power Revenue Bonds to be issued for Project Two (the “**Additional Project Two Senior Bonds**”) in an aggregate principal amount, together with the Additional Project Two Subordinated Bonds (defined below) sought to be validated pursuant to Count Four below, of \$318,800,000; (ii) additional General Power Revenue Bonds to be issued for Project Three (the “**Additional Project Three Senior Bonds**”) in an aggregate principal amount, together with the Additional Project Three Subordinated Bonds (defined below) sought to be validated pursuant to Count Four below, of \$686,000,000; and (iii) additional General Power Revenue Bonds to be

issued for Project Four (the “**Additional Project Four Senior Bonds**”) in an aggregate principal amount, together with the Additional Project Four Subordinated Bonds (defined below) sought to be validated pursuant to Count Four below, of \$392,100,000. The Additional Project Two Senior Bonds, the Additional Project Three Senior Bonds and the Additional Project Four Senior Bonds are hereinafter collectively referred to as the “**Additional General Resolution Projects Senior Bonds.**” The Additional General Resolution Projects Senior Bonds now sought to be validated (A) may be issued entirely as “**Additional Bonds,**” entirely as “**Refunding Bonds**” (as each is defined in the General Resolution) or in such lesser amount(s) of either or both thereof as determined by MEAG Power and (B) may be issued entirely as Additional General Resolution Projects Senior Bonds, entirely as Additional General Resolution Projects Subordinated Bonds (defined below) or in any combination thereof as determined by MEAG Power.

65. The purposes for which the Additional Project Two Senior Bonds now sought to be validated are to be issued are (a) to provide funds for the payment of all or a portion of the Cost of Acquisition and Construction of any Capital Improvements for Project Two as provided in subsection 2 of Section 204 of the General Resolution and (b) to provide funds to refund all or a portion of the Outstanding General Power Revenue Bonds issued for Project Two of one or more Series as provided in subsection 1 of Section 206 of the General Resolution. The purposes for which the Additional Project Three Senior Bonds now sought to be validated are to be issued are (a) to provide funds for the payment of all or a portion of the Cost of Acquisition and Construction of any Capital Improvements for Project Three as provided in subsection 5 of Section 205 of the General Resolution and (b) to provide funds to refund all or a portion of the Outstanding General Power Revenue Bonds issued for Project Three of one or more Series as provided in subsection 1 of Section 206 of the General Resolution. The purposes for which the Additional Project Four



Senior Bonds now sought to be validated are to be issued are (a) to provide funds for the payment of all or a portion of the Cost of Acquisition and Construction of any Capital Improvements for Project Four as provided in subsection 5 of Section 205 of the General Resolution and (b) to provide funds to refund all or a portion of the Outstanding General Power Revenue Bonds issued for Project Four of one or more Series as provided in subsection 1 of Section 206 of the General Resolution.

66. MEAG Power has based its determination of the amount of Additional General Resolution Projects Senior Bonds sought to be validated on a number of considerations, including MEAG Power's expected capital requirements for Project Two, Project Three and Project Four and the respective amounts of General Power Revenue Bonds and General Resolution Projects Subordinated Bonds outstanding and capable of being refunded.

67. It is provided by the Act, O.C.G.A. § 46-3-131(g), that the Notice to the District Attorney of MEAG Power's intention to issue its bonds shall set forth, among other things, the amount of principal to be paid in each year during the life of the bonds or the method or formula by which such amounts shall be determined. By reason of MEAG Power's intention to issue the Additional General Resolution Projects Senior Bonds now sought to be validated in separate series, the magnitude of the respective Projects authorized by the General Resolution, and the impracticability of determining the amount of principal of each separate series or installment to be required for the construction, renewal, replacement, repair, and other components of such Projects in each year during the life of the bonds, as well as the amount of principal of each separate series or installment to be required for purposes of refunding General Power Revenue Bonds or General Resolution Projects Subordinated Bonds, a method or formula by which such amounts shall be determined has been provided in the Notice to the District Attorney attached

hereto as Exhibit A and incorporated herein in its entirety by this reference. The District Attorney of the Atlanta Judicial Circuit of the State of Georgia hereby claims and asserts that the method or formula set forth in the Notice attached hereto fully complies in all respects with the requirements set forth by the Act in O.C.G.A. § 46-3-131(g).

68. It is provided by the Act, O.C.G.A. § 46-3-131(h), that this Petition and Complaint state, among other things, the amount of principal and interest to be paid annually or the method or formula by which the amount of such payments shall be determined. By reason of MEAG Power's intention to issue the Additional General Resolution Projects Senior Bonds now sought to be validated in separate series, the magnitude of the respective Projects authorized by the General Resolution, and the impracticability of determining the amount of principal of each separate series or installment to be required for the construction, renewal, replacement, repair, and other components of such Projects in each year during the life of the bonds, as well as the amount of principal of each separate series or installment to be required for purposes of refunding General Power Revenue Bonds or General Resolution Projects Subordinated Bonds, MEAG Power intends to deploy the identical method or formula by which such amounts shall be determined as has been provided in the Notice to the District Attorney attached hereto as Exhibit A and incorporated herein in its entirety by this reference. The District Attorney of the Atlanta Judicial Circuit of the State of Georgia hereby claims and asserts that the method or formula set forth in the Notice attached hereto fully complies in all respects with the requirements set forth by the Act in O.C.G.A. § 46-3-131(h).

69. The Additional General Resolution Projects Senior Bonds of any series or installment now sought to be validated with respect to Project Two, Project Three and Project Four are to be issued on or prior to December 31, 2034 and the date by which such Additional General

Resolution Projects Senior Bonds are to be paid in full shall not be later than June 1, 2054. Notwithstanding the foregoing, in the event that any Additional General Resolution Projects Senior Bonds are to be issued to refund any General Power Revenue Bonds or General Resolution Projects Subordinated Bonds, such Additional General Resolution Projects Senior Bonds may be issued not later than December 31, 2044.

70. The interest rate or rates that the Additional General Resolution Projects Senior Bonds of any series or installment now sought to be validated, when issued, are to bear shall not exceed 25% per annum.

71. The Additional General Resolution Projects Senior Bonds now sought to be validated are to be secured on a parity with the previously validated General Power Revenue Bonds and any other “Bonds” (as such term is defined in the General Resolution) issued or to be issued by MEAG Power. MEAG Power is authorized to issue Bonds on a parity with the General Power Revenue Bonds. The security to be pledged to the payment of the Additional General Resolution Projects Senior Bonds now sought to be validated is the Trust Estate (as such term is defined in the General Resolution) created pursuant to the General Resolution. In addition, MEAG Power may agree to establish and maintain other reserves for the payment of any Additional General Resolution Projects Senior Bonds.

72. As provided in the Act and in the General Resolution Power Sales Contracts, the Additional General Resolution Projects Senior Bonds now sought to be validated shall be payable from the aforesaid assets of MEAG Power, and the issuance of such Additional General Resolution Projects Senior Bonds shall not obligate the State or any political subdivision thereof to levy or pledge any form of taxation whatever for the payment thereof.

73. The Additional General Resolution Projects Senior Bonds now sought to be validated will in no way constitute a debt of the State or of any political subdivision thereof, within the meaning of any constitutional or statutory limitation, or pledge the faith and credit of the State or of any such political subdivision, nor shall the State or any such political subdivision be subject to any pecuniary liability thereon, and no owner of any of such Additional General Resolution Projects Senior Bonds or receiver or trustee in connection therewith shall ever have the right to compel the exercise of the taxing power of the State or of any such political subdivision to pay the principal thereof or the interest thereon. No such Additional General Resolution Projects Senior Bonds shall constitute a charge, lien or encumbrance, legal or equitable, upon any property of the State or any political subdivision thereof, but shall be an obligation of MEAG Power payable from the sources set forth in Paragraph 71 of this Count Three.

74. The Participants can never be compelled to exercise their powers of taxation to pay the Additional General Resolution Projects Senior Bonds now sought to be validated or the interest thereon, but by reason of the Participants having been expressly authorized by the Constitution of the State, Article IX, Section III, Paragraph I(a), to incur the obligations created by the General Resolution Power Sales Contracts, the power of said Participants to levy taxes, if necessary, to pay the obligations that the Constitution authorizes them to incur, including such obligations as may be incurred on account of payments required to be made by reason of a default by any of said Participants in payments due under any General Resolution Power Sales Contract in accordance with the provisions of Section 305(b)(1)(B) of the General Resolution Power Sales Contracts, grows out of and, as a matter of law, is a part of the power given by the Constitution to incur such obligations.

75. While none of the contracts referred to in Paragraphs 22, 23 and 24 hereof is pledged as security for the payment of the Additional General Resolution Projects Senior Bonds, all payments required to be made by the defendant Participants pursuant to the provisions of Article III of the General Resolution Power Sales Contracts between the defendant Participants and MEAG Power and all other payments attributable to Project Two, Project Three and Project Four or to the Annual Project Two Costs, Annual Project Three Costs and Annual Project Four Costs, as said Projects and Annual Project Costs are defined in said General Resolution Power Sales Contracts, which payments are to be made in accordance with or pursuant to any provision of the General Resolution Power Sales Contracts, are required to be sufficient to provide, among other things, for the payment of the Additional General Resolution Projects Senior Bonds.

76. The Additional General Resolution Projects Senior Bonds now sought to be validated will be direct and general obligations of MEAG Power, payable from the sources set forth in Paragraph 71 of this Count Three. The actual payments, however, to be received by MEAG Power pursuant to the provisions of Article III of the General Resolution Power Sales Contracts, which payments are to be made by the defendant Participants contracting with MEAG Power for electric power and energy for use by such Participants or the residents thereof, are required to be sufficient to provide, among other things, for the payment of the Additional General Resolution Projects Senior Bonds, and the amounts contracted to be paid by such Participants to MEAG Power under such contract or contracts entered into pursuant to the provisions of said Act shall constitute general obligations of such Participants for the payment of which the full faith and credit of such Participants may be pledged to provide the funds required to fulfill all obligations arising under any such contract. Any such Participant that shall have entered into such a contract pursuant to the provisions of the Act shall annually in each and every fiscal year during the term

of such contract include in a general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by such contract until all payments required under such contract have been paid in full. In the event for any reason any such provision or appropriation is not made, then the fiscal officers of such Participant are authorized and directed to set up as an appropriation on its accounts in each fiscal year the amounts required to pay the obligations called for under any such contract. The amount of the appropriation in each fiscal year to meet the obligations of such contract as authorized and required by the provisions of the Act shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of said contract, and such appropriation shall have the same legal status as if the contracting Participant had included the amount of the appropriation in its general revenue or appropriation measure. Pursuant to the provisions of the Act, such fiscal officers shall make such payment to MEAG Power if for any reason such appropriation is not otherwise made. Any such Participant may obligate itself and its successors to use only those projects for which it has contracted and none other; provided, however, that so long as electric power and energy shall actually be received by any such Participant from any facility or facilities of Project Two, Project Three or Project Four, the Obligation Share of Annual Project Two, Project Three or Project Four Costs, respectively, of such Participant shall be paid by such Participant as a cost of purchased electric power and energy for the electric system of such Participant and as an expense of operation and maintenance thereof.

77. The District Attorney, pursuant to the laws of the State, in particular O.C.G.A. § 9-11-52, waives, in the name of the State, the requirement that separate findings of fact and conclusions of law be entered in this action.



**WHEREFORE**, your petitioner, within twenty days from the date of service of said written Notice, files this Count Three of this Petition and Complaint as required by law and prays an order requiring the aforesaid defendants (in the case of corporate defendants, by their officers) to show cause at such time and place as may be fixed by the court within twenty days after the filing of this Petition and Complaint, why: (i) the General Resolution, as heretofore supplemented, amended and restated, including, particularly, the amendments thereto effected by the Second Amended and Restated General Resolution and the amendments thereto to be effected by the General Resolution Amendatory Supplemental Resolution, (ii) the Additional Project Two Senior Bonds in an aggregate principal amount, together with the Additional Project Two Subordinated Bonds sought to be validated pursuant to Count Four below, of \$318,800,000, (iii) the Additional Project Three Senior Bonds in an aggregate principal amount, together with the Additional Project Three Subordinated Bonds sought to be validated pursuant to Count Four below, of \$686,000,000, and (iv) the Additional Project Four Senior Bonds in an aggregate principal amount, together with the Additional Project Four Subordinated Bonds sought to be validated pursuant to Count Four below, of \$392,100,000, each to be issued from time to time in separate series or installments in accordance with the provisions of the General Resolution and the General Resolution Projects Subordinated Bond Resolution and the security therefor, it being understood that each such aggregate principal amount may be issued entirely as “**Additional Bonds**,” entirely as “**Refunding Bonds**” (as each is defined in the General Resolution) or in such lesser amount(s) of either or both thereof as determined by MEAG Power, should not be confirmed and validated, and that upon (a) the Court granting each and every prayer requested herein by the execution of an Order and Final Judgment prepared with the consent of defendants, (b) following the filing of verified answers by each of the defendants admitting and averring to each of the allegations

contained herein and (c) following the required hearing without motion for or intervention by any other party, the State of Georgia, by and through the undersigned, be granted the right to waive the time to allow and otherwise assert any right of appeal or post-judgment relief from said Order and Final Judgment, for which plaintiff shall be deemed to have so waived and consented upon entry of said Order and Final Judgment.

#### COUNT FOUR

##### ADDITIONAL GENERAL RESOLUTION PROJECTS SUBORDINATED BONDS

78. The allegations of Paragraphs 1 through 26 of this Petition and Complaint are, by this reference, incorporated herein and made a part hereof.

79. The General Resolution and the General Resolution Projects Subordinated Bond Resolution provide for the issuance of General Resolution Projects Subordinated Bonds, which shall be direct and general obligations of MEAG Power. The General Resolution Projects Subordinated Bonds are subject to the pledge of any revenues or funds of MEAG Power to holders of the General Power Revenue Bonds or other evidences of indebtedness.

80. The Act provides in O.C.G.A. § 46-3-131(b) that bonds of MEAG Power may be issued, among other purposes, “to provide funds to pay . . . all costs included in the definition of ‘cost of projects’ as defined in Code Section 46-3-111 . . . [and] bonds may. . . be issued to pay off, refund or refinance any outstanding bonds or other obligation of any nature owed by [MEAG Power], whether or not such bonds or other obligations shall then be subject to redemption. . . .”

81. MEAG Power has a total of \$\_\_\_\_\_, \$\_\_\_\_\_ and \$\_\_\_\_\_ in principal amount of validated but unissued Project Two Subordinated Bonds, Project Three Subordinated Bonds and Project Four Subordinated Bonds, respectively. MEAG Power has determined pursuant to the Validation Resolution that it is now necessary and advisable to validate: (i) additional General Resolution Projects Subordinated Bonds to be issued for Project Two (the

“**Additional Project Two Subordinated Bonds**”) in an aggregate principal amount, together with the Additional Project Two Senior Bonds sought to be validated pursuant to Count Three above, of \$318,800,000; (ii) additional General Resolution Projects Subordinated Bonds to be issued for Project Three (the “**Additional Project Three Subordinated Bonds**”) in an aggregate principal amount, together with the Additional Project Three Senior Bonds sought to be validated pursuant to Count Three above, of \$686,000,000; and (iii) additional General Resolution Projects Subordinated Bonds to be issued for Project Four (the “**Additional Project Four Subordinated Bonds**”) in an aggregate principal amount, together with the Additional Project Four Senior Bonds sought to be validated pursuant to Count Three above, of \$392,100,000. The Additional Project Two Subordinated Bonds, the Additional Project Three Subordinated Bonds and the Additional Project Four Subordinated Bonds are hereinafter collectively referred to as the “**Additional General Resolution Projects Subordinated Bonds**.” Such aggregate principal amounts of the Additional General Resolution Projects Subordinated Bonds now sought to be validated may be issued entirely as Additional General Resolution Projects Senior Bonds, entirely as Additional General Resolution Projects Subordinated Bonds or in any combination thereof as determined by MEAG Power. The pledge of the revenues or funds of MEAG Power to holders of the Additional General Resolution Projects Subordinated Bonds now sought to be validated shall be subordinate to the pledge of said revenues or funds to holders of General Power Revenue Bonds and the Additional General Resolution Projects Senior Bonds.

82. The Additional Project Two Subordinated Bonds now sought to be validated are to be issued are for any one or more of the purposes set forth in subsection 2 of Section 511 of the General Resolution for Project Two. The Additional Project Three Subordinated Bonds now sought to be validated are to be issued are for any one or more of the purposes set forth in

subsection 2 of Section 511 of the General Resolution for Project Three. The Additional Project Four Subordinated Bonds now sought to be validated are to be issued are for any one or more of the purposes set forth in subsection 2 of Section 511 of the General Resolution for Project Four.

83. The General Resolution Power Sales Contracts, Section 102, define “**Bonds**” to mean bonds issued by MEAG Power pursuant to the provisions of the General Resolution to finance or refinance the Cost of Acquisition and Construction of Project Two, Project Three and Project Four, respectively, “whether or not any issue of such bonds shall be subordinated as to payment to any other issue of such bonds . . . .”

84. MEAG Power has based its determination of the amount of Additional General Resolution Projects Subordinated Bonds sought to be validated on a number of considerations, including MEAG Power’s expected capital requirements for Project Two, Project Three and Project Four and the respective amounts of General Power Revenue Bonds and General Resolution Projects Subordinated Bonds outstanding and capable of being refunded.

85. It is provided by the Act, O.C.G.A. § 46-3-131(g), that the Notice to the District Attorney of MEAG Power’s intention to issue its bonds shall set forth, among other things, the amount of principal to be paid in each year during the life of the bonds or the method or formula by which such amounts shall be determined. By reason of MEAG Power’s intention to issue the Additional General Resolution Projects Subordinated Bonds now sought to be validated in separate series, the magnitude of the respective Projects authorized by the General Resolution, and the impracticability of determining the amount of principal of each separate series or installment to be required for the construction, renewal, replacement, repair, and other components of such Projects in each year during the life of the bonds, as well as the amount of principal of each separate series or installment to be required for purposes of refunding General Power Revenue

Bonds or General Resolution Projects Subordinated Bonds, a method or formula by which such amounts shall be determined has been provided in the Notice to the District Attorney attached hereto as Exhibit A and incorporated herein in its entirety by this reference. The District Attorney of the Atlanta Judicial Circuit of the State of Georgia hereby claims and asserts that the method or formula set forth in the Notice attached hereto fully complies in all respects with the requirements set forth by the Act in O.C.G.A. § 46-3-131(g).

86. It is provided by the Act, O.C.G.A. § 46-3-131(h), that this Petition and Complaint state, among other things, the amount of principal and interest to be paid annually or the method or formula by which the amount of such payments shall be determined. By reason of MEAG Power's intention to issue the Additional General Resolution Projects Subordinated Bonds now sought to be validated in separate series, the magnitude of the respective Projects authorized by the General Resolution, and the impracticability of determining the amount of principal of each separate series or installment to be required for the construction, renewal, replacement, repair, and other components of such Projects in each year during the life of the bonds, as well as the amount of principal of each separate series or installment to be required for purposes of refunding General Power Revenue Bonds or General Resolution Projects Subordinated Bonds, MEAG Power intends to deploy the identical method or formula by which such amounts shall be determined as has been provided in the Notice to the District Attorney attached hereto as Exhibit A and incorporated herein in its entirety by this reference. The District Attorney of the Atlanta Judicial Circuit of the State of Georgia hereby claims and asserts that the method or formula set forth in the Notice attached hereto fully complies in all respects with the requirements set forth by the Act in O.C.G.A. § 46-3-131(h).

87. The Additional General Resolution Projects Subordinated Bonds of any series or installment now sought to be validated with respect to Project Two, Project Three and Project Four are to be issued on or prior to December 31, 2034 and the date by which such Additional General Resolution Projects Subordinated Bonds are to be paid in full shall not be later than June 1, 2054. Notwithstanding the foregoing, in the event that any Additional General Resolution Projects Subordinated Bonds are to be issued to refund any General Power Revenue Bonds or General Resolution Projects Subordinated Bonds, such Additional General Resolution Projects Subordinated Bonds may be issued not later than December 31, 2044.

88. The interest rate or rates that the Additional General Resolution Projects Subordinated Bonds of any series or installment now sought to be validated, when issued, are to bear shall not exceed 25% per annum.

89. The Additional General Resolution Projects Subordinated Bonds now sought to be validated are to be secured on a parity with the previously validated General Resolution Projects Subordinated Bonds and any other “Subordinated Bonds” (as such term is defined in the General Resolution) issued or to be issued by MEAG Power. MEAG Power is authorized to issue additional General Resolution Projects Debt Securities (as defined in the General Resolution Projects Subordinated Bond Resolution) on a parity with the General Resolution Projects Subordinated Bonds. The security to be pledged to the payment of the Additional General Resolution Projects Subordinated Bonds now sought to be validated is the Subordinated Bond Fund created pursuant to the General Resolution, including the investments, if any, thereof; provided, however, that such pledge shall be subordinate in all respects to the pledge of Revenues (as defined in the General Resolution), moneys, securities and funds created by the General Resolution as security for the General Power Revenue Bonds and the Additional General



Resolution Projects Senior Bonds. In addition, MEAG Power may agree to establish and maintain other reserves for the payment of any Additional General Resolution Projects Subordinated Bonds, subject to the pledge of any such reserves to the payment of the General Power Revenue Bonds and Additional General Resolution Projects Senior Bonds as described herein.

90. As provided in the Act and in the General Resolution Power Sales Contracts, the Additional General Resolution Projects Subordinated Bonds now sought to be validated shall be payable from the aforesaid assets of MEAG Power, and the issuance of such Additional General Resolution Projects Subordinated Bonds shall not obligate the State or any political subdivision thereof to levy or pledge any form of taxation whatever for the payment thereof.

91. The Additional General Resolution Projects Subordinated Bonds now sought to be validated will in no way constitute a debt of the State or of any political subdivision thereof, within the meaning of any constitutional or statutory limitation, or pledge the faith and credit of the State or of any such political subdivision, nor shall the State or any such political subdivision be subject to any pecuniary liability thereon, and no owner of any of such Additional General Resolution Projects Subordinated Bonds or receiver or trustee in connection therewith shall ever have the right to compel the exercise of the taxing power of the State or of any such political subdivision to pay the principal thereof or the interest thereon. No such Additional General Resolution Projects Subordinated Bonds shall constitute a charge, lien or encumbrance, legal or equitable, upon any property of the State or any political subdivision thereof, but shall be an obligation of MEAG Power payable from the sources set forth in Paragraph 89 of this Count Four.

92. The Participants can never be compelled to exercise their powers of taxation to pay the Additional General Resolution Projects Subordinated Bonds now sought to be validated or the interest thereon, but by reason of the Participants having been expressly authorized by the

Constitution of the State, Article IX, Section III, Paragraph I(a), to incur the obligations created by the General Resolution Power Sales Contracts, the power of said Participants to levy taxes, if necessary, to pay the obligations that the Constitution authorizes them to incur, including such obligations as may be incurred on account of payments required to be made by reason of a default by any of said Participants in payments due under any General Resolution Power Sales Contract in accordance with the provisions of Section 305(b)(1)(B) of the General Resolution Power Sales Contracts, grows out of and, as a matter of law, is a part of the power given by the Constitution to incur such obligations.

93. While none of the contracts referred to in Paragraphs 22, 23 and 24 hereof is pledged as security for the payment of the Additional General Resolution Projects Subordinated Bonds, all payments required to be made by the defendant Participants pursuant to the provisions of Article III of the General Resolution Power Sales Contracts between the defendant Participants and MEAG Power and all other payments attributable to Project Two, Project Three and Project Four or to the Annual Project Two Costs, Annual Project Three Costs and Annual Project Four Costs, as said Projects and Annual Project Costs are defined in said General Resolution Power Sales Contracts, which payments are to be made in accordance with or pursuant to any provision of the General Resolution Power Sales Contracts, are required to be sufficient to provide, among other things, for the payment of the Additional General Resolution Projects Subordinated Bonds.

94. The Additional General Resolution Projects Subordinated Bonds now sought to be validated will be direct and general obligations of MEAG Power, payable from the sources set forth in Paragraph 89 of this Count Four. The actual payments, however, to be received by MEAG Power pursuant to the provisions of Article III of the General Resolution Power Sales Contracts, which payments are to be made by the defendant Participants contracting with MEAG Power for

electric power and energy for use by such Participants or the residents thereof, are required to be sufficient to provide, among other things, for the payment of the Additional General Resolution Projects Subordinated Bonds, and the amounts contracted to be paid by such Participants to MEAG Power under such contract or contracts entered into pursuant to the provisions of said Act shall constitute general obligations of such Participants for the payment of which the full faith and credit of such Participants may be pledged to provide the funds required to fulfill all obligations arising under any such contract. Any such Participant that shall have entered into such a contract pursuant to the provisions of the Act shall annually in each and every fiscal year during the term of such contract include in a general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by such contract until all payments required under such contract have been paid in full. In the event for any reason any such provision or appropriation is not made, then the fiscal officers of such Participant are authorized and directed to set up as an appropriation on its accounts in each fiscal year the amounts required to pay the obligations called for under any such contract. The amount of the appropriation in each fiscal year to meet the obligations of such contract as authorized and required by the provisions of the Act shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of said contract, and such appropriation shall have the same legal status as if the contracting Participant had included the amount of the appropriation in its general revenue or appropriation measure. Pursuant to the provisions of the Act, such fiscal officers shall make such payment to MEAG Power if for any reason such appropriation is not otherwise made. Any such Participant may obligate itself and its successors to use only those projects for which it has contracted and none other; provided, however, that so long as electric power and energy shall actually be received by any such

Participant from any facility or facilities of Project Two, Project Three or Project Four, the Obligation Share of Annual Project Two, Project Three or Project Four Costs, respectively, of such Participant shall be paid by such Participant as a cost of purchased electric power and energy for the electric system of such Participant and as an expense of operation and maintenance thereof.

95. The District Attorney, pursuant to the laws of the State, in particular O.C.G.A. § 9-11-52, waives, in the name of the State, the requirement that separate findings of fact and conclusions of law be entered in this action.

**WHEREFORE**, your petitioner, within twenty days from the date of service of said written Notice, files this Count Four of this Petition and Complaint as required by law and prays an order requiring the aforesaid defendants (in the case of corporate defendants, by their officers) to show cause at such time and place as may be fixed by the court within twenty days after the filing of this Petition and Complaint, why (i) the General Resolution, as heretofore supplemented, amended and restated, including, particularly, the amendments thereto effected by the Second Amended and Restated General Resolution and the amendments thereto to be effected by the General Resolution Amendatory Supplemental Resolution, (ii) the Additional Project Two Subordinated Bonds in an aggregate principal amount, together with the Additional Project Two Senior Bonds sought to be validated pursuant to Count Three above, of \$318,800,000, (iii) the Additional Project Three Subordinated Bonds in an aggregate principal amount, together with the Additional Project Three Senior Bonds sought to be validated pursuant to Count Three above, of \$686,000,000, and (iv) the Additional Project Four Subordinated Bonds in an aggregate principal amount, together with the Additional Project Four Senior Bonds sought to be validated pursuant to Count Three above, of \$392,100,000, each to be issued from time to time in separate series or installments in accordance with the provisions of the General Resolution and the General

Resolution Projects Subordinated Bond Resolution and the security therefor, should not be confirmed and validated, and that (a) upon the Court granting each and every prayer requested herein by the execution of an Order and Final Judgment prepared with the consent of defendants, (b) following the filing of verified answers by each of the defendants admitting and averring to each of the allegations contained herein and (c) following the required hearing without motion for or intervention by any other party, the State of Georgia, by and through the undersigned, be granted the right to waive the time to allow and otherwise assert any right of appeal or post-judgment relief from said Order and Final Judgment, for which plaintiff shall be deemed to have so waived and consented upon entry of said Order and Final Judgment.

STATE OF GEORGIA

BY: \_\_\_\_\_  
District Attorney  
Atlanta Judicial Circuit

Exhibit A

STATE OF GEORGIA            ) TO THE DISTRICT ATTORNEY OF THE  
   )  
 FULTON COUNTY             ) ATLANTA JUDICIAL CIRCUIT

Under and by virtue of the Constitution of the State of Georgia and the Municipal Electric Authority Act, Ga. L. 1975, p. 107, as amended, Official Code of Georgia Annotated, Title 46, Article 3 (the “**Act**”), granting to the Municipal Electric Authority of Georgia (“**MEAG Power**”) the power and authority to issue interest bearing bonds and subordinated bonds to provide funds for the payment of a portion of the “**Cost of Acquisition and Construction**,” as defined in the Power Revenue Bond Resolution adopted by MEAG Power on August 30, 1976, as supplemented, amended and restated, including as supplemented, amended and restated on September 16, 2004 and again on December 16, 2011 (the “**Power Resolution**”) and as defined in the General Power Revenue Bond Resolution adopted by MEAG Power on March 22, 1978 and readopted on April 19, 1978, as heretofore supplemented, amended and restated, including as supplemented, amended and restated on September 16, 2004 and again on December 16, 2011 (the “**General Resolution**”), of Project One (with respect to the Power Resolution), and Project Two, Project Three and Project Four (with respect to the General Resolution), and for any other purpose authorized by the Power Resolution and the General Resolution.

MEAG Power, in a public meeting lawfully assembled on April 19, 2018, adopted a resolution, a certified copy of which is attached hereto as Exhibit “1” and is, by this reference, made a part hereof (the “**Validation Resolution**”), authorizing and providing for the validation of (a) the Additional Project One Senior Bonds and Additional Project One Subordinated Bonds in the aggregate principal amount of \$4,706,900,000, as authorized by the Power Resolution and the Project One Subordinated Bond Resolution, adopted on October 20, 1982, as amended and supplemented and (b) the Additional General Resolution Projects Senior Bonds and the Additional General Resolution Projects Subordinated Bonds for Project Two, Project Three and Project Four in the aggregate principal amounts of \$318,800,000, \$686,000,000, and \$392,100,000, respectively, as authorized by the General Resolution and the General Resolution Projects Subordinated Bond Resolution, adopted on November 1, 1985, as amended and supplemented. The Additional Project One Senior Bonds, the Additional Project One Subordinated Bonds, the Additional General Resolution Projects Senior Bonds and the Additional General Resolution Projects Subordinated Bonds for Project Two, Project Three and Project Four are hereinafter collectively referred to as the “**Bonds to be Validated**.”

This Notice has been personally served upon you in accordance with the provisions of the Act. The Bonds to be Validated are to be issued in separate series from time to time.

MEAG Power is required by the Act under O.C.G.A. § 46-3-131(g) to set forth in its notice to the District Attorney of its intention to issue bonds the principal to be paid in each year during the life of such bonds or the method or formula by which such amounts shall be determined. The District Attorney of the Atlanta Judicial Circuit of the State of Georgia is required by the Act under O.C.G.A. § 46-3-131(h) to include in its Petition and Complaint to be filed in the Superior Court of Fulton County in connection with the validation of such bonds the amount of principal and interest to be paid annually or the method or formula by which the amount of such payments shall be determined. Said method or formula for both requirements is set forth in Section 4 of the



Validation Resolution attached hereto as Exhibit 1, and by this reference made a part hereof. The Bonds to be Validated of any series or installment are to be issued on or prior to December 31, 2034 and the date by which such Bonds to be Validated are to be paid in full shall not be later than June 1, 2054. Notwithstanding the foregoing, in the event that any Bonds to be Validated are to be issued to refund any Power Revenue Bonds, Project One Subordinated Bonds, General Power Revenue Bonds or General Resolution Projects Subordinated Bonds, such Bonds to be Validated may be issued not later than December 31, 2044. The Bonds to be Validated shall bear interest at such rates, determined in accordance with the supplemental resolution authorizing the issuance of any such series of the Bonds to be Validated, but shall not exceed 25% per annum.

The security to be pledged to the payment of the Additional Project One Senior Bonds now sought to be validated is the Trust Estate created pursuant to the Power Resolution. In addition, MEAG Power may agree to establish and maintain other reserves for the payment of any Additional Project One Senior Bonds.

The security to be pledged to the payment of the Additional Project One Subordinated Bonds now sought to be validated is the Subordinated Bond Fund created pursuant to the Power Resolution, including the investments, if any, thereof; provided, however, such pledge shall be subordinate in all respects to the pledge of the Trust Estate created by the Power Resolution as security for the Power Revenue Bonds as defined therein and the Additional Project One Senior Bonds. In addition, MEAG Power may agree to establish and maintain other reserves for the payment of any Additional Project One Subordinated Bonds, subject to the pledge of any such reserves to the payment of the Power Revenue Bonds and Additional Project One Senior Bonds as described in the preceding sentence.

The security to be pledged to the payment of the Additional General Resolution Projects Senior Bonds now sought to be validated is the Trust Estate created pursuant to the General Resolution. In addition, MEAG Power may agree to establish and maintain other reserves for the payment of any Additional General Resolution Projects Senior Bonds.

The security to be pledged to the payment of the Additional General Resolution Projects Subordinated Bonds now sought to be validated is the Subordinated Bond created pursuant to the General Resolution, including the investments, if any, thereof; provided, however, such pledge shall be subordinate in all respects to the pledge of the Trust Estate created by the General Resolution as security for the General Power Revenue Bonds as defined therein and the Additional General Resolution Projects Senior Bonds. In addition, MEAG Power may agree to establish and maintain other reserves for the payment of any Additional General Resolution Projects Subordinated Bonds, subject to the pledge of any such reserves to the payment of the General Power Revenue Bonds and the Additional General Resolution Projects Senior Bonds as described in the preceding sentence.

Notice is hereby given of the intention of the Municipal Electric Authority of Georgia to issue the bonds described herein in series in accordance with the law pertaining thereto, and request is hereby made that you take immediate and proper steps for the confirmation and validation of said bonds and the security therefor as provided by law.

This the \_\_\_\_ of \_\_\_\_\_, 2018.

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Chairman

EXHIBIT “1”  
VALIDATION RESOLUTION  
OF  
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

ADOPTED ON

April 19, 2018

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[ATTACHED]

**SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA**

STATE OF GEORGIA

CIVIL ACTION NO. \_\_\_\_\_

vs

MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA,  
GEORGIA POWER COMPANY,  
GEORGIA PUBLIC WEB, INC.,  
OGLETHORPE POWER CORPORATION,  
CRISP COUNTY,  
THE CITY OF DALTON,  
THE CITY OF ACWORTH,  
THE CITY OF ADEL,  
THE CITY OF ALBANY,  
THE CITY OF BARNESVILLE,  
THE CITY OF BLAKELY,  
THE TOWN OF BRINSON,  
THE CITY OF BUFORD,  
THE CITY OF CAIRO,  
THE CITY OF CALHOUN,  
THE CITY OF CAMILLA,  
THE CITY OF CARTERSVILLE,  
THE CITY OF COLLEGE PARK,  
THE CITY OF COMMERCE,  
THE CITY OF COVINGTON,  
THE CITY OF DOERUN,  
THE CITY OF DOUGLAS,  
THE CITY OF EAST POINT,  
THE CITY OF ELBERTON,  
THE CITY OF ELLAVILLE,  
THE CITY OF FAIRBURN,  
THE CITY OF FITZGERALD,  
THE CITY OF FORSYTH,  
THE CITY OF FORT VALLEY,  
THE CITY OF GRANTVILLE,  
THE CITY OF GRIFFIN,  
THE CITY OF HOGANSVILLE,  
THE CITY OF JACKSON,  
THE CITY OF LAFAYETTE,  
THE CITY OF LAGRANGE,  
THE CITY OF LAWRENCEVILLE,  
THE CITY OF MANSFIELD,  
THE CITY OF MARIETTA,  
THE CITY OF MONROE,  
THE CITY OF MONTICELLO,

THE CITY OF MOULTRIE,  
THE CITY OF NEWNAN,  
THE CITY OF NORCROSS,  
THE CITY OF OXFORD,  
THE CITY OF PALMETTO,  
THE CITY OF QUITMAN,  
THE CITY OF SANDERSVILLE,  
THE CITY OF SYLVANIA,  
THE CITY OF SYLVESTER,  
THE CITY OF THOMASTON,  
THE CITY OF THOMASVILLE,  
THE CITY OF WASHINGTON,  
THE CITY OF WEST POINT,  
THE CITY OF WHIGHAM,

The Board of Water, Light  
and Sinking Fund Commissioners  
of the City of Dalton,

The Crisp County  
Power Commission,

The Water, Light and Bond  
Commission of the  
City of Fitzgerald,

The Utilities Commission of  
the City of Fort Valley,

The Board of Water, Sewerage  
and Light Commissioners of  
the City of Newnan, and

The City of Marietta Board of Lights and  
Water.

ANSWER OF ALL DEFENDANTS EXCEPT  
GEORGIA POWER COMPANY, OGLETHORPE POWER CORPORATION,

Now come all of the defendants in the above-styled cause, with the exception of Georgia Power Company and Oglethorpe Power Corporation, which have filed separate answers thereto, and said defendants (each a “Defendant,” and collectively, the “Defendants”) in answer to the Petition and Complaint of the State of Georgia, respectfully show:

**ANSWER TO JURISDICTION AND FACTUAL BACKGROUND**

1. Each Defendant admits the allegations of Paragraphs 1-26 of the Petition and Complaint (capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Petition and Complaint).

2. Defendants admit that the Petition and Complaint and Order to show cause why the Additional Project One Senior Bonds sought to be confirmed and validated in Count One, the Additional Project One Subordinated Bonds sought to be confirmed and validated in Count Two, the Additional General Resolution Projects Senior Bonds sought to be confirmed and validated in Count Three and the Additional General Resolution Projects Subordinated Bonds sought to be confirmed and validated in Count Four, respectively, of the Petition and Complaint and the security for the payment thereof should not be confirmed and validated has been properly served upon each such Defendant, and each Defendant hereby waives any and all other notice and service.

3. Defendants admit that the Clerk of the Superior Court of Fulton County, in which said cause is to be heard, has published in the newspaper in Fulton County in which sheriff’s advertisements for Fulton County are published, and in each county in which there lies any portion of any of the defendant political subdivisions, once during each of the two

successive weeks immediately preceding the week of the hearing, a notice to the public that on the day specified in the order providing for the hearing of said cause the same will be heard, and the affidavit of the publisher of each of said newspapers, including a copy of such advertisement, is attached hereto collectively as Exhibit "A" and made a part hereof by this reference.

**ANSWER TO COUNT ONE**

**ADDITIONAL PROJECT ONE SENIOR BONDS**

4. Defendants cannot show cause and allege there is no cause why the Power Resolution (and amendments related thereto as described in the Petition and Complaint) and the Additional Project One Senior Bonds sought to be confirmed and validated in Count One of the Petition and Complaint and the security therefor should not be confirmed and validated.

**WHEREFORE**, Defendants pray that (i) the Power Resolution, as heretofore supplemented, amended and restated, including, particularly, the amendments thereto effected by the Second Amended and Restated Power Resolution and the amendments thereto to be effected by the Power Resolution Amendatory Supplemental Resolution, and (ii) the Additional Project One Senior Bonds in an aggregate principal amount, together with the Additional Project One Subordinated Bonds sought to be validated pursuant to Count Two below, of \$4,706,900,000 to be issued from time to time in separate series or installments in accordance with the provisions of the Power Resolution and the security therefor, it being understood that such aggregate principal amount may be issued entirely as "**Additional Bonds**," entirely as "**Refunding Bonds**" (as each is defined in the Power Resolution) or in such lesser amount(s) of either or both thereof as determined by MEAG Power, should not be confirmed and validated, and that (a) upon the Court granting each



and every prayer requested herein by the execution of an Order and Final Judgment prepared with the consent of defendants, (b) following the filing of verified answers by each of the defendants admitting and averring to each of the allegations contained herein and (c) following the required hearing without motion for or intervention by any other party, the State of Georgia, by and through the undersigned, be granted the right to waive the time to allow and otherwise assert any right of appeal or post-judgment relief from said Order and Final Judgment, for which plaintiff shall be deemed to have so waived and consented upon entry of said Order and Final Judgment.

### **ANSWER TO COUNT TWO**

#### **ADDITIONAL PROJECT ONE SUBORDINATED BONDS**

5. Defendants cannot show cause and allege there is no cause why the Power Resolution (and amendments related thereto as described in the Petition and Complaint) and the Additional Project One Subordinated Bonds sought to be confirmed and validated in Count Two of the Petition and Complaint and the security therefor should not be confirmed and validated.

**WHEREFORE**, Defendants pray that (i) the Power Resolution, as heretofore supplemented, amended and restated, including, particularly, the amendments thereto effected by the Second Amended and Restated Power Resolution and the amendments thereto to be effected by the Power Resolution Amendatory Supplemental Resolution, and (ii) the Additional Project One Subordinated Bonds in an aggregate principal amount, together with the Additional Project One Senior Bonds sought to be validated pursuant to Count One above, of \$4,706,900,000 to be issued from time to time in separate series or installments in accordance with the provisions of the Power Resolution and the Project One Subordinated Bond Resolution and the security therefor should not be confirmed and

validated, and that (a) upon the Court granting each and every prayer requested herein by the execution of an Order and Final Judgment prepared with the consent of defendants, (b) following the filing of verified answers by each of the defendants admitting and averring to each of the allegations contained herein and (c) following the required hearing without motion for or intervention by any other party, the State of Georgia, by and through the undersigned, be granted the right to waive the time to allow and otherwise assert any right of appeal or post-judgment relief from said Order and Final Judgment, for which plaintiff shall be deemed to have so waived and consented upon entry of said Order and Final Judgment.

### **ANSWER TO COUNT THREE**

#### **ADDITIONAL GENERAL RESOLUTION PROJECTS SENIOR BONDS**

6. Defendants cannot show cause and allege there is no cause why the General Resolution (and amendments related thereto as described in the Petition and Complaint) and the Additional General Resolution Project Senior Bonds sought to be confirmed and validated in Count Three of the Petition and Complaint and the security therefor should not be confirmed and validated..

**WHEREFORE**, Defendants pray that (i) the General Resolution, as heretofore supplemented, amended and restated, including, particularly, the amendments thereto effected by the Second Amended and Restated General Resolution and the amendments thereto to be effected by the General Resolution Amendatory Supplemental Resolution, (ii) the Additional Project Two Senior Bonds in an aggregate principal amount, together with the Additional Project Two Subordinated Bonds sought to be validated pursuant to Count Four below, of \$318,800,000, (iii) the Additional Project Three Senior Bonds in an aggregate principal amount, together with the Additional Project Three Subordinated

Bonds sought to be validated pursuant to Count Four below, of \$686,000,000, and (iv) the Additional Project Four Senior Bonds in an aggregate principal amount, together with the Additional Project Four Subordinated Bonds sought to be validated pursuant to Count Four below, of \$392,100,000, each to be issued from time to time in separate series or installments in accordance with the provisions of the General Resolution and the General Resolution Projects Subordinated Bond Resolution and the security therefor, it being understood that each such aggregate principal amount may be issued entirely as “**Additional Bonds**,” entirely as “**Refunding Bonds**” (as each is defined in the General Resolution) or in such lesser amount(s) of either or both thereof as determined by MEAG Power, should not be confirmed and validated, and that upon (a) the Court granting each and every prayer requested herein by the execution of an Order and Final Judgment prepared with the consent of defendants, (b) following the filing of verified answers by each of the defendants admitting and averring to each of the allegations contained herein and (c) following the required hearing without motion for or intervention by any other party, the State of Georgia, by and through the undersigned, be granted the right to waive the time to allow and otherwise assert any right of appeal or post-judgment relief from said Order and Final Judgment, for which plaintiff shall be deemed to have so waived and consented upon entry of said Order and Final Judgment.

#### **COUNT FOUR**

#### **ADDITIONAL GENERAL RESOLUTION PROJECTS SUBORDINATED BONDS**

7. Defendants cannot show cause and allege there is no cause why the General Resolution (and amendments related thereto as described in the Petition and Complaint) and the Additional General Resolution Project Subordinated Bonds sought to

be confirmed and validated in Count Three of the Petition and Complaint and the security therefor should not be confirmed and validated.

**WHEREFORE**, Defendants pray that (i) the General Resolution, as heretofore supplemented, amended and restated, including, particularly, the amendments thereto effected by the Second Amended and Restated General Resolution and the amendments thereto to be effected by the General Resolution Amendatory Supplemental Resolution, (ii) the Additional Project Two Subordinated Bonds in an aggregate principal amount, together with the Additional Project Two Senior Bonds sought to be validated pursuant to Count Three above, of \$318,800,000, (iii) the Additional Project Three Subordinated Bonds in an aggregate principal amount, together with the Additional Project Three Senior Bonds sought to be validated pursuant to Count Three above, of \$686,000,000, and (iv) the Additional Project Four Subordinated Bonds in an aggregate principal amount, together with the Additional Project Four Senior Bonds sought to be validated pursuant to Count Three above, of \$392,100,000, each to be issued from time to time in separate series or installments in accordance with the provisions of the General Resolution and the General Resolution Projects Subordinated Bond Resolution and the security therefor, should not be confirmed and validated, and that (a) upon the Court granting each and every prayer requested herein by the execution of an Order and Final Judgment prepared with the consent of defendants, (b) following the filing of verified answers by each of the defendants admitting and averring to each of the allegations contained herein and (c) following the required hearing without motion for or intervention by any other party, the State of Georgia, by and through the undersigned, be granted the right to waive the time to allow and otherwise assert any right of appeal or post-judgment relief from said Order and Final

Judgment, for which plaintiff shall be deemed to have so waived and consented upon entry of said Order and Final Judgment.

A copy of the foregoing Answer has been delivered to Petitioner's attorney of record.

This \_\_\_\_ day of \_\_\_\_\_, 2018

ATTORNEY FOR THE MUNICIPAL  
ELECTRIC AUTHORITY OF GEORGIA

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Daniel M. McRae, Esq.  
State Bar No. 499050

Kevin T. Brown, Esq.  
State Bar No. 088516

SEYFARTH SHAW LLP  
1075 Peachtree Street N.E., Suite 2500  
Atlanta, Georgia 30309  
(404) 885-1500

**[Respective Counsel Signature Pages for each Participant defendant to be conformed from following, except answers of GPC and OPC]**

A copy of the foregoing Answer has been delivered to Petitioner's attorney of record.

This \_\_\_\_ day of \_\_\_\_\_, 2018

ATTORNEY FOR:

**CITY OF \_\_\_\_\_ / [or] \_\_\_\_\_ COUNTY**

\_\_\_\_\_

\_\_\_\_\_, Esq.

State Bar No. \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code



**EXHIBIT “A”**

**[Publisher’s Affidavits from each required Publication will be attached here]**

[Respective Verifications for each Participant defendant will be conformed from following,  
except for GPC and OPC]

VERIFICATION

Before the undersigned attesting officer, duly authorized by law to administer oaths, personally appeared the undersigned officer of the below named Defendant, who, being duly sworn, on oath says that said officer has read the foregoing Answer, and that the allegations contained therein, insofar as such allegations are applicable to such Defendant, are true.

CITY OF \_\_\_\_\_ / [or] \_\_\_\_\_ COUNTY

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

Title: \_\_\_\_\_

Sworn to and subscribed before  
me this \_\_\_\_ day of \_\_\_\_\_, 2018,

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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

**[Respective Acknowledgements of the Petition and Complaint for each Participant  
defendant to be conformed from following, except for GPC and OPC]**

**ACKNOWLEDGMENT OF SERVICE OF  
PETITION AND COMPLAINT**

The undersigned hereby acknowledges service of the foregoing Petition and Complaint with Exhibits and Order, dated \_\_\_\_\_, 2018, copy received; process and any and all other notice, summons and service waived this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF \_\_\_\_\_ / [or] \_\_\_\_\_ COUNTY**

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

Title: \_\_\_\_\_

VERIFICATION

Before the undersigned attesting officer, duly authorized by law to administer oaths, personally appeared the undersigned officer of the below named Defendant, who, being duly sworn, on oath says that said officer has read the foregoing Answer, and that the allegations contained therein, insofar as such allegations are applicable to such Defendant, are true.

MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA

By: \_\_\_\_\_  
Title: President and Chief Executive Officer

Sworn to and subscribed before  
me this \_\_\_\_ day of \_\_\_\_\_, 2018

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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

ACKNOWLEDGMENT OF SERVICE OF  
PETITION AND COMPLAINT

The undersigned hereby acknowledges service of the foregoing Petition and Complaint with Exhibits and Order, dated \_\_\_\_\_, 2018, copy received; process and any and all other notice, summons and service waived this \_\_\_\_ day of \_\_\_\_\_, 2018.

MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA

By: \_\_\_\_\_  
Title: President and Chief Executive Officer