



Council Meeting

AGENDA

Tuesday, August 11, 2020

6:00 PM

City Hall

I. CALL TO ORDER

1. Invocation
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
 - a. July 7, 2020 Council Minutes
 - b. July 21, 2020 Planning Commission Minutes
 - c. July 28, 2020 Historic Preservation Commission Minutes
 - d. June 11, 2020 Downtown Development Authority Minutes
 - e. June 11, 2020 Conventions and Visitors Bureau Minutes
 - f. DBE Program Development & Administration - Approval of GMC Network for \$12,650.00. (Recommended for Council approval by Airport Committee August 4, 2020)
 - g. Hangar Site Construction and Labor - Approval of Conner Grading & Landscape, Inc. for \$78,854.60. (Recommended for Council approval by Airport Committee August 4, 2020)
 - h. Approval - Purchase Wilo RAS Pump - To purchase from J.H. Wright & Associates for \$15,542.00. (Recommended for Council approval by Utilities Committee August 4, 2020)

- [i.](#) Approval - Walton County School SRO Program Agreement - To approve contract for \$55,000.00. (Recommended for Council approval by Public Safety Committee August 4, 2020)
- [j.](#) Approval - Walton County School SRO Program Agreement for Foothills Charter - To approve contract for \$24,600.00. (Recommended for Council approval by Public Safety Committee August 4, 2020)

II. **PUBLIC PRESENTATION**

1. Zion Hills Church Cemetery

III. **PUBLIC FORUM**

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

- [a.](#) Rezone - 335 West Spring Street

IV. **NEW BUSINESS**

- [1.](#) Rezone - 335 West Spring Street
- [2.](#) Appointment - Planning Commission
- [3.](#) Appointment - Historic Preservation Commission
- [4.](#) Approval - Chamber of Commerce Contract
- [5.](#) Capital Campaign
- [6.](#) 2nd Reading - MGAG Supply Contract Amendment & Supplemental Contract for Portfolio V Project Ordinance
- [7.](#) 2nd Reading - Alcoholic Beverage Ordinance Amendment
- [8.](#) Resolution - CARES Act Grant Funding

V. **MAYOR'S UPDATE**

VI. **ADJOURN TO EXECUTIVE SESSION**

1. Personnel Issue (s)
2. Real Estate Issue (s)

VII. **ADJOURN**

The Mayor and Council met for their regular meeting.

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

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

Visitors: Les Russell, Sharon Swanepoel, Regina Adcock, Michelle Wiley, Nathan Durham, Brandy Adcock, Matt Adcock, Emery Adcock, Emma Wiley, Lily Wiley

I. CALL TO ORDER – JOHN HOWARD

1. Invocation

Mayor Howard gave the invocation.

2. Roll Call

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

3. Approval of Agenda

To approve the agenda as presented.

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

4. Approval of Consent Agenda

- a. June 2, 2020 Council Minutes
- b. June 9, 2020 Council Minutes
- c. June 23, 2020 Historic Preservation Commission Minutes
- d. May 14, 2020 Downtown Development Authority Minutes
- e. May 14, 2020 Conventions and Visitors Bureau Minutes

To approve the consent agenda as presented.

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

II. PUBLIC RECOGNITION

1. Public Recognition of Wayne Adcock

Mayor Howard presented Mrs. Regina Adcock with a plaque for Council Member Wayne Adcock’s twenty-six years of service. He recognized the commitment, loyalty, and dedication of Mr. Adcock to the City of Monroe.

III. PUBLIC FORUM

1. Public Comments

No one signed up for public comments.

IV. DEPARTMENT REPORTS

1. City Administrator Update

City Administrator Logan Propes gave an update on the COVID-19 situation; City Hall is still closed to the public. Adjustments are being made as needed in City services, the Court System, and meeting appointments. Scheduled meetings are being allowed to take place. He would not recommend lifting any restrictions anytime soon but will keep Council informed of any COVID-19 related changes. Mr. Propes gave an update on the Truck Bypass; Georgia Department of Transportation considers the project as a high priority for the City of Monroe. The project is a five-mile route with 80 parcels involved; construction should be starting in the next eighteen to twenty-four months. He thanked Representative Bruce Williamson for all his help with the project. Mr. Propes stated there are multiple on-going projects throughout the City, so everyone is very busy.

2. Central Services Update

Mr. Chris Bailey stated the Police Station / Municipal Court Building has all of the walls up except for the Municipal Court side which is being used for building access. The renovation is on tract to being completed by the end of the year. He explained the week of June 20 was Waste & Recycle Workers Week. Emails were sent daily to emphasize the importance of the Solid Waste Profession to the community; they did not get any days off during the COVID-19 situation. The grounds crews will begin working seven days a week for trash collection and simple maintenance tasks starting July 12.

3. Monthly Finance Report

Ms. Beth Thompson presented the monthly Finance Report. Utility forms have been implemented online with great success. The Average Monthly Payment or Budget Billing System is in the beta testing stage, and hopefully, will be ready for customers by the end of the year. She stated revenue and expenses should be at 42%. The General Fund expenditures are below budget at 38%, and the Utility Fund revenue and expenses are at budget. Solid Waste revenues are above budget at 46% and expenses are at 36%. She stated overall all departments are doing good. Loss Collections had an increase of 16% from last year, and Sales Tax amounts continue to increase from last year. The City has been awarded \$32,000.00 as part of the CARES Act from the Department of Justice. She explained according to ECG, Monroe is eligible to receive up to \$715,000.00 of COVID-19 related expense reimbursements, per the State’s allocation of the CARES Funding.

4. Monthly Airport Report

Mr. Chris Bailey presented the monthly Airport Report. He stated the Tentative Allocation letter from the Department of Transportation has been received. The City has been awarded \$1.253 million in State and Federal Funding for full rehabilitation of the runway. He explained the City will be responsible for \$52,000.00 for the entire runway to be paved. Mr. Bailey stated since August 2015, there have been \$3.34 million worth of improvements done, within the fenced area at the Airport.

5. Monthly Solid Waste Report

Mr. Danny Smith presented the monthly Solid Waste Report. He explained half of the welding has been completed at the Transfer Station. The privacy fence is complete, except for the mesh screening. Tonnage increased 419 tons from the same time last year. The curbside glass collection will start on August 3, with no charge for the service. The attached flyer shows a list of acceptable glass. Customers can just call and request a bin. He thanked Mr. Bailey for all of the social media support.

6. Monthly Streets & Transportation Report

Mr. Jeremiah Still presented the monthly Streets & Transportation Report. The crews have done a significant amount of sidewalk repairs throughout the Downtown corridor and will continue to do so on a planned basis. He stated the side-boom mower has been running every day. The crews have been doing asphalt patching repairs. The contractor will be starting the Traffic Calming Project on Church Street and Davis Street around the first week of August, which will be a 90-day contract.

7. Monthly Electric & Telecom Report

Mr. Brian Thompson presented the monthly Electric & Telecom Report. The new line truck was delivered a month early, and the old one will be used at the Wastewater Plant. He discussed the unbalanced circuit amperage around the McDaniel Street area and getting the problem corrected. He gave an update on the Pavilion Project; the City is working with MEAG and the developer on design changes. The contractor should have construction power onsite around the first of August.

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

Mr. Rodney Middlebrooks presented the monthly Water, Sewer, Gas, & Stormwater Report. He stated the crews started the gas main extension along Snows Mill Road and Jones Woods Road about a week ago. Harrison & Harrison will begin the Highway 11 South Rehab Project next week. They will be replacing four miles of four-inch steel with plastic and reducing pressure on the line. He explained the Loganville water line extension is about 65% complete. The crews are pressure testing the water line extension on Dewey Hogan Road today. MAB Development has water onsite and can start the foundation. Mr. Middlebrooks discussed emergency repair of the hydrostatic pumps on the vacuum truck; the total repair cost was \$76,607.60. He will be traveling out-of-state to Foley, Alabama for a Retrofit Plant Tour later this month.

9. Monthly Fire Report

Fire Chief Bill Owens presented the monthly Fire Report. He stated their numbers have started to come up but are slightly skewed due the COVID-19 crisis. The hydrant testing has been completed and the hydrant maintenance should be finished later this month. He explained the Fire Loss and Save Report had some incorrect numbers in March and April, but they have been corrected. Fire Marshall R.J. Lott, who has been with the City for 15 years, will be returning to Detroit, due to family reasons. Chief Owens will start interviewing for the position next week.

10. Monthly Police Report

Police Chief R.V. Watts presented the monthly Police Report. He stated the Part I and Part II Crimes are up. The officers conducted around 10,000 area checks, with 84 arrests. The Criminal Investigation Division solved six different forgery cases, six suspects were arrested in connection with two stolen vehicles and several entering autos, and one subject was arrested for impersonating a Police Officer. The Joint Operations Unit executed three search warrants, which removed several narcotics and weapons off the road, and made 41 adult arrests. He stated eight of the ten Tahoes that were purchased have been received.

11. Monthly Code Report

Mr. Patrick Kelley presented the monthly Code Report. He stated the Main Street Apartment Project at 698 South Broad Street is ongoing; they plan to be finished by the end of the year. John's Supermarket completed the building expansion, and the restaurant is now open. Monroe Self Storage and The Roe are still ongoing. Mr. Kelley gave an update on the MAB Development Project: the plans for Publix have been reviewed and are ready for their contractor.

12. Monthly Economic Development Report

Ms. Sadie Krawczyk stated the DDA Stabilization Grant Funds have all been awarded, and all of the recipients have turned in their grant fund reports, except three. She explained 52 businesses received grant funds totaling \$121,190.00, which impacted 375 jobs. The Farmers Market is going face-to-face, and there are event t-shirts for sale online. Monroe was featured in two of the GMA Conference Sessions last week. DDA monthly meetings will be Thursday, July 9, from 10:00 am until 4:00 pm. She stated new business activity has been much higher than anticipated since the pandemic, which is a pleasant surprise.

13. Monthly Parks Report

Mr. Chris Bailey presented the monthly Parks Report. He explained the equipment for Pilot Park will be shipped on July 31, so the demo and grading will be starting towards the end of July. The park will be closed approximately four to six weeks, prior to a grand reopening. The Completion Notice for Childers Park has been submitted to the US Army Corp of Engineers. He discussed contractor estimates for the buildings and facilities at the parks. He requested Council to think about whether they want the existing structures to be repaired or demolished for rebuild.

V. NEW BUSINESS**1. FY2019 PAFR**

Ms. Beth Thompson presented highlights from the Popular Annual Financial Report for the year ending December 31, 2019. She explained the PAFR is a brief summary of the Comprehensive Annual Financial Report on the audited financials of 2019. It will be available on the City's website. She stated the PAFR has been submitted to GFOA for the Award of Outstanding Achievement. If received, this will be the sixteenth year the City has been recognized for this award.

No Action.

2. Speed Limit Change on Alcovy Street and McDaniel Street

Mr. Jeremiah Still presented the recommendation to lower the speed limit on sections of Alcovy Street and McDaniel Street from 45 miles per hour to 35 miles per hour. The Alcovy Street section will begin at the City Limits and stop around Country Club Drive, and the McDaniel Street section will be from the City Limits to the intersection at Breedlove Drive. He explained Keck & Wood performed an Engineered Traffic Investigation (ETI), and the report showed ample justification for lowering the speed limits from 45 miles per hour to 35 miles per hour.

To approve the speed limit changes as presented.

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

3. Approval – Purchase Four Wilo Pumps for Sewer Lift Stations

Mr. Rodney Middlebrooks requested to purchase four Wilo pumps for the Ammons Bridge and Vine Street pump stations. He explained it is a CIP item, but the quotes were not available during budget time last year. The low bid came from J.H. Wright & Associates for \$148,657.00. He stated the Wilo pumps are the only direct fit replacement pumps, other types would require massive reconfiguration. Therefore, the Wilo pumps will save on installation costs.

To approve the purchase four Wilo pumps from J.H. Wright & Associates for the amount of \$148,657.00.

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

4. Appointment – Historic Preservation Commission

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

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

5. Resolution – ECG Voting Delegate

To approve the resolution as presented.

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

6. Resolution – MEAG Voting Delegate

To approve the resolution as presented.

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

7. Extension of Ordinance to Temporarily Modify Certain City Personnel Policies

City Administrator Logan Propes discussed the 90-day extension of the ordinance. The extension request is due to the current situation with the COVID-19 pandemic and continued uncertainty of how the City will need to react. The Ordinance will temporarily modify certain Personnel Policies, which include swiftly modifying pay structures, reduction of force provisions, and work schedules.

To approve the extension of the Ordinance for another 90-day period.

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

8. Extension of Ordinance to Temporarily Increase the Spending Authority of the City Administrator

City Administrator Logan Propes explained the request for a 90-day extension of the ordinance, due to the current situation with the COVID-19 pandemic. He stated the policy has not yet been used, but an emergency purchase could come up. The Ordinance temporarily allows a necessary purchase to take place, without having to call a special meeting. Mr. Propes would update Council prior to the purchase and again after the purchase.

Council Member Norman Garrett questioned the spending limit.

City Administrator Logan Propes answered the limit increases temporarily to \$100,000.00 for an emergency purchase relating to the general welfare, safety, and health of the public.

City Attorney Paul Rosenthal clarified this Ordinance and the previous Ordinance both utilize provisions of the City Charter located in Section 2.12, which waives the second readings. He stated they are identical to the Ordinances passed on March 26; they have been updated to reflect that the COVID-19 issue is still ongoing.

To approve the extension of the Ordinance for another 90-day period.

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

9. 1st Reading – MGAG Supply Contract Amendment & Supplemental Contract for Portfolio V Project Ordinance

City Administrator Logan Propes explained the MGAG Supplemental Contract establishes that debt may be issued for new acquisitions or pre-payments through December 31, 2030. It also provides that debt maturities may not exceed 30 years from the date of issuances, whereas Portfolio IV limited the maturity to 20 years.

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

10. 1st Reading – Alcoholic Beverage Ordinance Amendment

Ms. Sadie Krawczyk explained a category is being added for an Alcohol Beverage Caterer Beer and Wine License and an Alcoholic Beverage Caterer Distilled Spirits License. There is a business that wants to be a wine caterer for events and also use their license to get a State license. The Ordinance will allow them to do City events, private events, and public events with other organizations or entities. The City's current Special Events License is limited to ten events per year. She explained the Ordinance also expands the Entertainment District to more of the commercial area within the DDA Boundaries.

Council and staff discussed the benefits of the Beverage Caterer License.

City Attorney Paul Rosenthal explained the license mirrors State Law, which has an Alcohol Beverage Caterer License function. It adds another layer of licensure to the alcohol service. This is not about locations that are authorized, which would be a zoning function. This is authorizing a business to obtain a license to be a caterer that has the ability to pour, but where they pour must comply with both State Law and Local Law. He stated under the City Ordinance where they can pour is currently limited to special event venues that have been registered within the City or locations for special events. An authorized catered event reverts back to State Law, which has various restrictions. This is about authorizing a local license so a local business can be an authorized caterer to pour in Monroe or any other jurisdiction where they would purchase a local permit for the event. He explained it is a standard practice across most jurisdictions that allow authorized caterers.

City Administrator Logan Propes stated the Entertainment District will stay within the current DDA Boundaries. This is a valuable benefit to the Downtown Entertainment Industry, and shows that the City is here to help the businesses in any way possible.

Mayor, Council, City Attorney, and staff discussed the Entertainment District Boundaries.

City Attorney Paul Rosenthal clarified the changes to the Ordinance. He stated there are a few scrivener's errors that are being cleaned up, fees are being added for caterer licenses, the Historic District Boundaries are expanding, some ambiguity is being cleaned up to clarify what hotels can serve, and caterer licenses are being added. Mr. Rosenthal presented the first reading of the ordinance.

11. Appointment – Library Board

To reappoint Lynn Laird to a six (6) year term to expire July 1, 2026.

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

12. Ground Lease Agreement

Mr. Chris Bailey requested approval of a ground lease agreement with Leigh Roberts, which will be located on the Northeast side of the Cy Nunnally Memorial Airport. The area will need to be cleared in order to extend Richard Parsons Drive. Mr. Roberts will move his hangar from Gwinnett County once the final grading and concrete pad are completed. He explained the size of the area does not require a permit for the grading and clearing. Hopefully, it can be graded in tandem with the t-hangar project. The ground lease agreement will be for twenty cents per square foot for the 50-year term, which will be approximately \$26,500.00 in lease payments.

City Administrator Logan Propes requested a motion to be contingent upon final approval of the ground lease agreement by the City Attorney.

Mayor, Council, City Attorney, and staff discussed the ground lease agreement, rate amounts, provided services, lot sizes, and market rates.

City Attorney Paul Rosenthal explained his office has not had a chance to review the agreement and a full plat will need to be gotten.

To approve the tentative ground lease agreement, contingent upon final approval by the City Attorney.

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

VI. MAYOR’S UPDATE

Mayor John Howard stated Piedmont Walton Hospital is in recovery mode and back to doing elective surgeries according to Larry Ebert. Currently, COVID-19 cases are requiring a hospital stay but not time in ICU. The ICU could possibly be expanded by 20 beds. Piedmont Walton Hospital was ranked the number ten hospital in the State of Georgia, per the Lown Institute Hospital Index. Mayor Howard will be nominating Greg Thompson to serve another four years on the MEAG Board at the meeting next week.

VII. ADJOURN

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

MAYOR

CITY CLERK

3
**MONROE PLANNING COMMISSION
MINUTES FOR ZOOM MEETING
July 21, 2020**

Present: Nate Treadaway, Randy Camp, Mike Eckles, Rosalind Parks

Absent: None

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

Visitors: None

CALL TO ORDER by Chairman Mike Eckles at 5:30 pm.

Chairman Eckles asked for any changes, corrections or additions to the May 19, 2020 minutes. Hearing none he entertained a motion. Camp made a motion to approve. Parks seconded. Motion carried. Minutes approved.

Chairman Eckles asked for a Code Officer Report
Kelley stated the items from the previous meeting recommended for approval and tabling. One withdrew and one was disqualified.

Public Hearing Open 5:32 pm

The First Item of Business is for petition # RZ-000057-2020 for a rezone at 335 W Spring St from P TO R1. The applicant is John C and Michael Eckles owners of the property.

Mr. Eckles spoke to the request as he is the applicant. They are requesting to rezone back to R1 so it can be purchased by the owner of the property on Pine Crest that abuts this property. The property will never be built on as it stands.

Chairman Eckles recused himself from voting.

Public Hearing Opened at 5:34 pm

Chairman Eckles asked for any opposition. Being none, he entertained a motion.
Treadaway made a motion to approve.
Camp second. Motion carried
Recommendation to approve

Old Business: None
New Business: None

Chairman Eckles entertained a motion to adjourn.

Motion to adjourn Parks. Seconded Camp
Meeting adjourned 5:35 pm

Historic Preservation Commission
Meeting Minutes
July 28, 2020

Present: Crista Carrell, Susan Brown, Fay Brassie, Mitch Alligood

Absent: None

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

Visitors: Charlie Brooks

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

Chairman Carrell entertained a motion for approval of the minutes from June 23, 2020 Meeting. Brassie made motion to approve. Alligood seconded. Motion Carried. Minutes approved.

The first item of business is an application for a COA for petition # HP-000060-2020 at 221 W Highland Avenue. The request is from the owner, Charlie Brooks and is to place a storage building in back of house.

Mr. Brooks spoke to the request explaining the reason for the storage building. Storage for the house is currently under the house in a dirt cellar. They are wanting to have a place to store external to the house. A 12' x 16' standard shed to match the color of the house.

Brassie asked where it would be placed?

Brooks will be 16 ft off to the side of the house on a grassy area to the back edge of the concrete.

Chairman Carrell asked if there were any other questions. There were none.

Chairman Carrell entertained a motion.

Brown made a motion to approve. Alligood second.
Motion carried. COA granted.

Old Business:

New Business: Alligood asked about Addison's Wonderland sign that has all the flowers on the wall around the sign. The flowers seemed to have faded on the wall. He asked if they could be asked to take them down.

Kelley stated it has to be maintained.

Brassie asked if it was on the original signage.

Kelley stated he would contact the business owner.

There was further discussion about training and notification of training. Also, discussion about the grant for the further study and survey that has to be done. The grant was denied. Survey needs to be done every 10 to 15 years. It is now due.

Chairman Carroll entertained a motion to adjourn.

Alligood made a motion to adjourn. Brown second.
Meeting adjourned at 6:10his pm



Downtown Development Authority

MINUTES

Thursday, June 11, 2020

8:00 AM

City Hall

CALL TO ORDER

Meeting was called to order at 8:04 am.

ROLL CALL

PRESENT

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

ABSENT

- Secretary Andrea Gray
- Board Member Wesley Sisk
- Board Member Chris Collin

CITY STAFF

- Sadie Krawczyk
- Les Russell
- Leigh Ann Walker
- Aida Roberts (intern)

APPROVAL OF PREVIOUS MEETING MINUTES

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

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member

Sanders, City Council Representative Bradley

- 1. DDA May Minutes

APPROVAL OF FINANCIAL STATEMENTS

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

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

- 2. DDA April Financials

PUBLIC FORUM

None.

CITY UPDATE

Childers Park work is almost complete; Pilot Park will begin soon; Peters & Fosters parking lot redesign did not go through as planned, still hoping to do the sidewalks without the parking redesign; Downtown Green design is underway with Keck & Wood; City Hall and other city offices planning to open fully to the public on July 6th.

COUNTY UPDATE

COMMUNITY WORK PLAN &REPORTS

Existing Environment -

Parklet designed and a contractor hired; swings ordered for hammock park; Pocket park refresh will be done by Conner Grading and Landscaping.

Infill Development -

MCDS will be leaving 603 S. Broad Street in 2021, so we need to thinking of potential uses/tenants for that building between now and then; Peyton Pettus moving forward with building out lofts on their building's 2nd floor; Mainstreet Walton Mill planning to be open in Nov. of this year; the board also discussed the idea of acquiring and repurposing the old Monroe Drug Property on Midland Ave.

Entertainment Draws -

Event t-shirt promotion underway at this time; looking to do some picnic and play days in the park in July.

PROGRAMS

Events

July 4th fireworks and Boys and Girls Club event; July 24th concert on downtown green, August and September concerts will happen as originally planned.

Downtown Design

Still working on banners.

Farmers Market

Opened face to face market last Saturday, around 600 customers, good sales for vendors.

FUNDING

SPONSORSHIP

FACADE GRANTS

None.

Educational DDA Stabilization Grants

1 - Young Learner's Christian Academy

Approved for funding - Motion made by Board Member Holder, Seconded by Vice Chair Malcom.

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

4. 2 - MCDS

Approved for funding - Motion made by Board Member Sanders, Seconded by Board Member Holder.

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

COMMUNITY EVENT GRANTS

None.

NEW BUSINESS

5 new businesses coming to downtown in the coming months - Barbershop, new spa, dog groomer, Blue Rooster, and a new home/art retail store.

ANNOUNCEMENTS:

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

DDA annual planning retreat will also occur this day.

ADJOURN

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



Convention and Visitors Bureau

MINUTES

Thursday, July 09, 2020

9:00 AM

City Hall (Council Chambers)

CALL TO ORDER

Meeting called to order at 8:47 am.

ROLL CALL

PRESENT

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

ABSENT

- Vice Chairman Meredith Malcom

CITY STAFF

- Sadie Krawczyk
- Leigh Ann Walker
- Les Russell
- Logan Propes

APPROVAL OF EXCUSED ABSENCES

APPROVAL OF MINUTES FROM PREVIOUS MEETING

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

Sanders, Board Member Sisk, City Council Representative Bradley, Board Member Collin

- 1. CVB June Minutes

APPROVAL OF CURRENT FINANCIAL STATEMENTS

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

- 2. CVB May Financials

Chairman's Report

None.

Director's Report

None.

OLD BUSINESS

TV Commercial filming

dates set for filming new commercials - 7/15 & 7/21 for 3 new commercials

NEW BUSINESS

ANNOUNCEMENTS

Next meeting will be August 13, 2020 at Monroe City Hall.

ADJOURN

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



To: City Council, Airport Committee
From: Chris Bailey, Assistant City Administrator
Department: Airport
Date: 07/29/2020
Subject: DBE Program Development & Administration

Budget Account/Project Name: Airport CIP

Funding Source: Airport CIP

Budget Allocation: \$0.00

Budget Available: \$0.00

Requested Expense: \$12,650.00

Company of Record: GMC Network

Description:

This item is to request the approval of a required Disadvantaged Business Enterprise (DBE) Program development and administration by GMC Network. This is a three (3) year program requirement of public airports in order to apply for and receive federal and state funding for capital projects. This expense will be reimbursement eligible in the FY22 grant cycle from the state at an amount of 90%, thus leaving the City with a total expense of \$1,265.00.

Background:

The City of Monroe is consistently maintaining compliance with all aviation requirements set forth by the FAA and GDOT in order to maintain grant funding for projects and advancement of the Cy Nunnally Memorial Airport.

Attachment(s):

- DBE Plan – 3 pages
- Cost Summary – 1 page



July 23, 2020

Lynn Thompson
Aviation Project Manager
GMC
1450 Greene St., Suite 505
Augusta, GA 30901

RE: DBE PLAN 49 CFR, Part 26 FY 2021-2023
CY NUNNALLY MEMORIAL AIRPORT
MONROE, GEORGIA
LETTER OF AGREEMENT

Dear Mr. Thompson:

It is my understanding, that Goodwyn/ Mills/ Cawood Engineering desires to engage a consultant to develop a Disadvantaged Business Enterprise Plan for the Cy Nunnally Memorial Airport, Monroe, Georgia, in accordance with 49 CFR, Part 26, associated with Federal Aviation Administration projects for FY 2021-FY 2023. Taffy Pippin Consulting, LLC is pleased to offer the following proposal to accomplish the above cited services.

Taffy Pippin Consulting, LLC, will provide Goodwyn/ Mills/ Cawood with a Disadvantaged Business Enterprise Plan in accordance with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs". Our services will include the following:

1. Provide a proposed legal advertisement for public input into proposed DBE goals within seven working days of the issuance of a "Notice to Proceed";
2. Develop goals for DBE participation in FAA projects with its associated methodology for coordination with the City of Monroe and the FAA within seven working days following the issuance of a "Notice to Proceed";
3. Within seven working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to the FAA;
4. Develop a DBE Plan in accordance with 49 CFR, Part 26 suitable for final coordination with the Southern Region of the FAA, Atlanta, Georgia;
5. Provide two copies of the final plan for coordination;
6. Conduct Stakeholder Consultation teleconference; and
7. Submission of all documents to the FAA through the civil-rights-connect portal.

Goodwyn/ Mills/ Cawood Engineering firm will provide Taffy Pippin Consulting, LLC with data on which to base the proposed and final DBE goals for this Project.

Taffy Pippin Consulting, LLC will be paid the total lump sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) for the above cited services for New DBE Plan (FY 2021 goal required, FY 2022 goal required, and FY 2023 goal required) which will include all out of pocket expenses. The completed Disadvantaged Business Enterprise Plan will be provided to Goodwyn/ Mills/ Cawood for final coordination with the City of Monroe and the Southern Region of the FAA, no later than twenty-one (21) working days following the issuance of a "Notice to Proceed".

If the above conditions and services are acceptable to you would you please indicate your acceptance below. Your acceptance will also act as our "Notice to Proceed" on this important project.

Following your acceptance, if you would retain one copy of this document for your file and forward the second copy to Taffy Pippin Consulting, LLC, it would be greatly appreciated.

Thank you for the privilege of offering these services to Goodwyn/ Mills/ Cawood in the development of this project and should you have any questions please don't hesitate to call.

Sincerely,

Taffy V. Pippin

Taffy Valdez Pippin
Consultant

Accepted
Goodwyn/ Mills/ Cawood
TVP:cp

Exhibit 1
FY21-23 DBE Update
Cy Nunnally Memorial Airport
Cost Summary

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$0
TOTAL (Lump Sum)	<u>\$0</u>

ELEMENT 2. TOPOGRAPHIC SURVEY WORK

Labor Subtotal	\$0
Additional	\$0
TOTAL (Lump Sum)	<u>\$0</u>

ELEMENT 3. CONSTRUCTION PLANS

Labor Subtotal	\$0
Sub-Consultants	\$0
TOTAL	<u>\$0</u>

ELEMENT 4. CONTRACT DOCUMENTS

Labor Subtotal	\$0
TOTAL (Lump Sum)	<u>\$0</u>

ELEMENT 5. ENGINEERS/DESIGN REPORT

Labor Subtotal	\$0
TOTAL (Lump Sum)	<u>\$0</u>

ELEMENT 6. DBE PLAN

Labor Subtotal	\$12,650
TOTAL (Lump Sum)	<u>\$12,650</u>

ELEMENT 7. COORDINATION, REVIEW AND COMMENTS

Labor Subtotal	\$0
TOTAL (Lump Sum)	<u>\$0</u>

TOTAL	<u><u>\$12,650</u></u>
--------------	-------------------------------



To: City Council, Airport Committee
From: Chris Bailey, Assistant City Administrator
Department: Airport
Date: 07/30/2020
Subject: Hangar Site Construction and Labor

Budget Account/Project Name: Airport CIP

Funding Source: SPLOST 2013

Budget Allocation: \$0.00

Budget Available: \$759,629.91

Requested Expense: \$78,854.60

Company of Record: Conner Grading & Landscape, Inc.

Description:

This item is to request the approval of the construction material and labor for site preparation of the 16-unit t-hangar in agreement with LM Aviation in February 2020. This will lower the current landscape to grade for apron, hangar, and parking areas and additional drainage as designed by GMC in plans for this build. This is the final component needed for site preparation.

Background:

The City of Monroe is consistently working towards increasing hangar spaces for aircraft storage to thus increase the based aircraft numbers of the airport for future increased grant funding.

Attachment(s):

- Site Plan – 3 pages
- Estimate Summary – 2 pages



Conner Grading & Landscaping, Inc.
PO BOX 942
Grayson, GA 30017
(770) 639-3149
office@connergrading.com
http://www.connergrading.com

Estimate

ADDRESS

City of Monroe
c/o Chris Bailey
cbailey@monroega.gov

ESTIMATE # 2077

DATE 06/30/2020

ACTIVITY	QTY	RATE	AMOUNT
MISC. MATERIALS CITY OF MONROE - AIRPORT: GRADE FOR HANGAR 16 AT AIRPORT REMOVE EXISTING HDPE PIPE AND INSTALL 100 FT. OF NEW 42" PIPE (SUPPLIED BY CITY OF MONROE) - INCLUDES #57 STONE BASE UNER PIPE MOVE EXCESS DIRT TO AREAS PER DISCUSSION WITH CHRIS BAILEY	1	55,275.00	55,275.00
MISC. MATERIALS HANGAR 6 CLEAR AREA NEXT TO HANGAR 6 IF NEEDED, CAN BRING IN DIRT FROM WHERE WE REMOVED BY THE NEW HANGAR HAUL TREE TRASH TO OLD FIRING RANGE	1	8,720.00	8,720.00
MISC. MATERIALS HANGAR 16	1	1,600.00	1,600.00
INSTALL 8 RIP RAP CHECK DAMS - 8 FT. X 3 FT. EACH	1	875.00	875.00
MISC. MATERIALS HANGAR 16 INSTALL 2 SPILLWAYS - EACH 8 FT. X 3 FT. RIP RAP	1	3,199.60	3,199.60
MISC. MATERIALS HANGAR 16	1	3,199.60	3,199.60
MATERIALS IF CITY OF MONROE			

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

PURCHASES DIRECTLY:

- 20 FT. - 12" HDPE
- 220 FT. - 15" HDPE
- 60 FT. - 24" HDPE
- 2 - 15" - ELBOWS
- 4 - 15 - COUPLERS

- 1 - 15" HDPE HEADWALL
- 1 - 24" HDPE HEADWALL

PRICE FOR MATERIALS IS PRE-TAX AMOUNT

Labor LABOR ONLY TO INSTALL ALL HDPE PIPE LISTED ABOVE	1	3,975.00	3,975.00
Labor LABOR ONLY TO INSTALL HEADWALLS ABOVE	1	600.00	600.00
CONCRETE CONCRETE HEADWALL - CONNER GRADING TO PURCHASE AND INSTALL MATERIALS	1	3,700.00	3,700.00
Silt fence SILT FENCE INSTALLATION	280	3.25	910.00

50% deposit due at signing
 50% remainder due at final walkthrough

TOTAL **\$78,854.60**

Accepted By

Accepted Date



To: City Council, Committee, City Administrator
From: Rodney Middlebrooks, Director of Water & Gas
Department: Wastewater Treatment Plant
Date: 8/04/2020
Description: Approval to purchase new Wilo RAS Pump

Budget Account/Project Name: CIP/Motors, Pumps, Controls

Funding Source:

Budget Allocation: 150,000.00

Budget Available: 121,497.00

Requested Expense: 15,542.00

Company of Purchase: J H Wright & Associates

Recommendation:

Staff recommends the approval to purchase the new Wilo RAS pump.

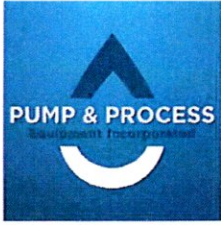
Background:

This purchase will be for the replacement of the original pump that can no longer provide the needed pumping capacity. There is also an issue with the impeller. The RAS pump is used to return the activated sludge (bugs) back to the aeration basin for nutrient of the influent wastewater. The new Wilo Pump also carries a 5-year manufacturer’s warranty.

Attachment(s):

Quotes

- (1) J H Wright & Associates
- (1) Pump & Process Equipment
- (2) Goforth Williamson, Inc



Pump and Process Equipment

8343 Roswell Road, Suite 315
Atlanta, GA 30350
Cell (770) 757-9177
Office (770) 814-0402

Sales
Service
Support

January 27, 2020

Quote #20-1022G

To: Jessica de Benedictis @ City of Monroe
From: Walt Erndt @ Pump & Process Equipment, Inc.
Re: Replacement Fairbanks Pump SN 1381045,

Pump and Process Equipment, Inc. is pleased to offer the following equipment for your consideration:

- (1) Fairbanks Model 8"-D5434SMV Dry Pit Submersible Pump
Bladeless Impeller, Clockwise Rotation, Discharge Position 1
Rated for 2,000GPM at 40ft TDH, 12.40" Impeller
Standard Mechanical Seal
Impeller and Case Wear Ring, Stainless Steel Material
320T Frame Constant Speed Motor, 30HP, 460/3/60 at 1180RPM
65ft Power Cable

Price. \$27,268.00

Note: Freight and Taxes Not Included.

We appreciate the opportunity to offer this proposal for your approval and look forward to earning your business. Should you have any questions or need any additional information please do not hesitate to contact us.

Sincerely,

Walt Erndt

Walt Erndt
Pump and Process Equipment Inc.
walt@pumpandprocess.net
770-757-9177



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P213986R1 Date: 11-Mar-20

To

Monroe, City of
 215 North Broad St
 PO Box 1249
 Monroe, GA 30655
 United States of America

Quote To

Kyle Braswell
 City of Monroe
 420 North Broad St
 Monroe, GA 30655
 United States of America

Ph: 770-267-7536

Ph: 404-392-0216

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: RAS Pump PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
	Line: 001 Expiration Date: 10-Apr-20 Part: 98249230 Rev: BUDGET SE1.45.A80.300.4.52M.C.N.61G			
	Design Condition: 2000 gpm at 40 ft			
	Grundfos Submersible Solids Handling Pump 8" Horizontal Flanged Discharge / 4-3/8" Solids S-Tube Single Channel Cast Iron Impeller 30 hp 1779 rpm 460/3/60 Explosion Proof Motor w/ Cooling Jacket Moisture Sensor / Motor Thermal Switches 49 ft Cord			
1	ea	\$18,225.00	\$18,225.00	
	Line: 002 Expiration Date: 10-Apr-20 Part: 8" ANSI ADAPTER Rev: BUDGET 8" Hydromatic to 8" Fairbanks			
	Customer to provide the existing bolt on guide rail adapter from the Fairbanks Morse pump. GWI will fabricate a plate so this adapter can be bolted to the new Hydromatic pump.			
	Scope of Work:			
	1. Provide the following parts:			
	a) 1 ea. – Ring Flange			
	b) 1 ea. – Seal Flange			
	2. Machine the following part:			
	a) 1 ea. – Adapter Plate			
1	ea	\$1,820.00	\$1,820.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: P213986R1 Date: 11-Mar-20

To

Monroe, City of
 215 North Broad St
 PO Box 1249
 Monroe, GA 30655
 United States of America

Quote To

Kyle Braswell
 City of Monroe
 420 North Broad St
 Monroe, GA 30655
 United States of America

Ph: 770-267-7536

Ph: 404-392-0216

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1 ea	Line: 003 Part: SHIPPING & HANDLING CHARGES Freight on Inbound Materials In Bound Standard Ground Shipping Charges Expiration Date: 10-Apr-20 Rev:	\$249.00	\$249.00	
PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.		Total:	\$20,294.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: P213986 Date: 11-Mar-20

To

Monroe, City of
 215 North Broad St
 PO Box 1249
 Monroe, GA 30655
 United States of America

Quote To

Kyle Braswell
 City of Monroe
 420 North Broad St
 Monroe, GA 30655
 United States of America

Ph: 770-267-7536

Ph: 404-392-0216

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: RAS Pump PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
	Line: 001 Expiration Date: 10-Apr-20 Part: 514440367 Rev: Hydromatic S8L3000M4-6			
	Design Condition: 2000 gpm at 40 ft			
	Submersible Solids Handling Pump 8" Horizontal Flanged Discharge / 4" Solids 2 Vane Enclosed Cast Iron Impeller 30 hp 1150 rpm 460 v 3 Ph Motor Moisture Sensor / Motor Thermal Switches 8-4W Cord 35 ft Long			
1	ea	\$22,423.00	\$22,423.00	
	Line: 002 Expiration Date: 10-Apr-20 Part: 8" ANSI ADAPTER Rev: BUDGET 8" Hydromatic to 8" Fairbanks			
	Customer to provide the existing bolt on guide rail adapter from the Fairbanks Morse pump. GWI will fabricate a plate so this adapter can be bolted to the new Hydromatic pump.			
	Scope of Work:			
	1. Provide the following parts:			
	a) 1 ea. – Ring Flange			
	b) 1 ea. – Seal Flange			
	2. Machine the following part:			
	a) 1 ea. – Adapter Plate			
1	ea	\$1,820.00	\$1,820.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: P213986 Date: 11-Mar-20

To

Monroe, City of
 215 North Broad St
 PO Box 1249
 Monroe, GA 30655
 United States of America

Quote To

Kyle Braswell
 City of Monroe
 420 North Broad St
 Monroe, GA 30655
 United States of America

Ph: 770-267-7536

Ph: 404-392-0216

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1	Line: 003 Part: SHIPPING & HANDLING CHARGES Freight on Inbound Materials In Bound Standard Ground Shipping Charges Expiration Date: 10-Apr-20 Rev:	\$249.00	\$249.00	
PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.		Total:	\$24,492.00	



To: Public Safety Committee, City Council
From: R.V. Watts, Police Chief
Department: Police
Date: 07/30/2020
Subject: Approval – School Resource Officer Contract with The Walton County School District

Budget Account/Project Name:

Funding Source:

Budget Allocation:

Budget Available:

Requested Expense:

Company of Purchase:

Description:

Agreement Between the City of Monroe and The Walton County School District for the School Resource Officer Program

Background:

The background of the Agreement is to increase the security and safety of WCSD through the funding necessary to permit, *inter alia*, the assignment of School Resource Officers to serve WCSD on a full-time basis during the regular school year. The MPD shall be compensated by the WCSD in the total amount of **\$55,000** annually for the services to be performed under this Agreement.

Attachment(s):

SRO Contract for 2020-2021

AGREEMENT BETWEEN THE CITY OF MONROE

and

THE WALTON COUNTY SCHOOL DISTRICT

for

THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into as of the _____ day of _____, (the "Effective Date"), by and between the CITY OF MONROE, and the WALTON COUNTY SCHOOL DISTRICT (the "WCSD").

WITNESSETH

WHEREAS, it is the intent and desire of the MPD and the WCSD to provide for law enforcement and related services as set forth herein;

WHEREAS, the MPD and the WCSD recognize the benefits of a School Resource Officer Program ("Program") to the citizens of Walton County, and particularly to the employees and students of Walton County Public Schools;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the MPD and the WCSD hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to increase the security and safety of WCSD through the funding necessary to permit, *inter alia*, the assignment of School Resource Officer's to serve WCSD on a full-time basis during the regular school year.

Section 2. Term of Agreement. The term of this Agreement shall be for one (1) year from the Effective Date; provided, however, that the Agreement shall be automatically renewed unless either party provides written notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the term. The MPD and the WCSD agree to negotiate the Program costs annually for any subsequent term in accordance with Section 5 below.

Section 3. Program Staffing. The Program shall be staffed in accordance with the following:

3.1.1 School Resource Officers. The MPD shall assign one (1) full-time Police Officer to each of the following schools to serve as a School Resource Officer ("SRO"): Monroe Area High School. The duties of the SRO shall include the following:

(a) *Instruction.* The SRO shall act as an instructor for specialized, short-term programs about Georgia criminal and juvenile laws, as well as the law-related section of the Alcohol Drug Awareness Program (ADAP), when requested to do so by the Principal or a faculty member of the school to which the SRO is assigned.

(b) *Investigations.* The SRO may assist with non-campus investigations related to juveniles who attend the school to which the SRO is assigned.

(c) *Law Enforcement.* The SRO may take emergency law enforcement action when required by law; provided, however, that the Principal of the school shall be notified of such action as soon as practicable.

(d) *Traffic Control.* The SRO shall assist in traffic control during the arrival and departure of students.

3.1.2. Supervising Officer. The Chief of Police shall assign one (1) full-time Supervising Officer to oversee the Program and serve as a liaison with WCSD, whose duties shall include the following:

(a) *School Visits.* The Supervising Officer shall perform scheduled and non-scheduled visits to the schools within WCSD to which an SRO is assigned by MPD.

(b) *Program Administration.* The Supervising Officer shall approve Program reports; provide leadership, training and direction for the Program; conduct Program evaluations; analyze campus statistics and problem areas for WCSD; establish rapport with WCSD administrators; oversee school traffic issues; submit monthly reports to the Superintendent; oversee major school functions in which an SRO is participating; coordinate with the Walton County Juvenile Court regarding school-related criminal cases; keep accurate crime reports for WCSD; and maintain time cards and keep up with overtime and comp time for the Program.

(c) *Investigations.* The Supervising Officer shall be available for investigation of crime-related incidents involving a WCSD employee that have a student as the complainant or victim.

3.2 Application and Appointment Process. The MPD's School Resource Officer Unit Commander shall recruit, interview and evaluate potential candidates for the positions above. The names of any applicants receiving a favorable recommendation from the School Resource Officer Unit Commander shall be forwarded to the Chief of Police, who shall make the appointments necessary to staff said positions. Applicants must meet the following requirements:

1. An applicant must have a desire to serve in the position for which he or she is applying.

- 2. An applicant must be certified and sworn peace officers with a minimum of three (3) years law enforcement experience.
- 3. An applicant must have successfully completed the School Resource Officers 40-hour training course.

3.3 Scheduling. SRO's shall be scheduled in accordance with the following:

3.3.1. Working Hours. SRO's shall serve WCSD on a full-time basis, i.e., from one-half (1/2) hour prior to the start of classes until one-half (1/2) hour after classes are dismissed, although a SRO's working hours may be adjusted on a situational basis, with the prior consent of the School Resource Unit Commander, in order to cover campus-related activities which require the presence of a law enforcement officer. Notwithstanding the foregoing, SRO's may periodically be required by the MPD to perform other tasks during school hours, including, but not limited to mandatory training.

3.3.2. Temporary Reassignment. The Chief of Police may temporarily reassign the SRO's when school is not in session and during periods of law enforcement emergency.

3.3.3 Overtime. The SRO may not work overtime hours without the prior approval of the School Resource Unit Commander. Overtime work will be paid in accordance with MPD policies. SRO's shall neither expect nor accept any additional compensation for overtime work directly from the WCSD.

3.4 Employment Status. The SRO and Supervising Officer (SRO's) shall be and remain employees of the MPD and shall not be WCSD employees. SRO's shall remain responsive to the supervision and chain of command of the MPD. The MPD shall remain solely responsible for the SRO's hiring, firing, training, discipline and/or dismissal. The MPD agrees to pay the salary and employment benefits of the SRO's in accordance with the applicable salary schedules and employment practices of the MPD, including but not limited to: sick leave, annual leave, retirement compensation, workers compensation, unemployment compensation, life insurance, medical and dental insurance. The SRO's shall be subject to all other personnel policies of the MPD.

3.5 Removal and Replacement Process. SRO's may be removed and replaced in accordance with the following:

3.5.1. Removal for Cause. If the Principal, in consultation with the Assistant Principal, requests that the SRO be removed from the school (1) because the SRO is not effectively performing the duties of the SRO and/or (2) because the SRO has engaged in unprofessional conduct, MPD will replace the SRO in accordance with 3.5.3.

3.5.2. Discretionary Removal. The MPD reserves the right to dismiss or reassign an SRO when it is deemed to be in the best interests of either the WCSD or the MPD.

3.5.3. Replacement. In the event of a resignation, dismissal, reassignment, removal, or long-term absence of an SRO, the MPD shall provide a temporary replacement for the SRO as soon as possible, but not more than fifteen (15) school days of receiving notice of such absence, dismissal, resignation, removal, or reassignment. As soon as practicable, the MPD shall provide a permanent replacement for the position.

Section 4. Duties and Responsibilities of SRO's. In addition to those duties and responsibilities specifically provided for in Section 3.1 above, SRO's shall have the following duties and responsibilities:

1. SRO's shall enforce federal, state and local laws and, at the request of the school administration, assist WCSD officials with the enforcement of WCSD policies and regulations regarding student conduct.
2. SRO's shall investigate criminal activity committed on or adjacent to WCSD property.
3. SRO's shall assist school administrators in developing plans and strategies to prevent and minimize dangerous situations that may occur on campus or during school-sponsored events.
4. SRO's shall maintain a detailed weekly report of duties performed.

Notwithstanding the foregoing, SRO's shall not be used by WCSD as school disciplinarians; provided, however, that an SRO may be contacted regarding incidents believed to be in violation of the law, and the SRO shall then determine whether law enforcement action is appropriate. SRO's shall also not be used for regularly-assigned monitoring duties, including but not limited to lunchroom, hallway, carpool, or bus monitoring duties.

Section 5. Compensation. The MPD shall be compensated by the WCSD in the total amount of **\$55,000** annually for the services to be performed under this Agreement. Not less than sixty (60) days prior to the expiration of this Agreement, the MPD shall inform the WCSD of any additional compensation it is requesting for the subsequent term. Compensation owed to the MPD by the WCSD shall be paid in accordance with the Payment Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

Section 6. Termination. Either party may terminate this Agreement for any reason whatsoever with sixty (60) days prior written notice to the other party. In the event of such termination by the WCSD, the SRO's will be immediately reassigned by the MPD and, if the termination is not for cause, the WCSD shall immediately pay any remaining funds due to the

MPD for the remainder of the school year. In the event of termination by the MPD, the WCSD shall compensate the MPD for all services provided up to the date of termination.

Section 7. Assignability. This Agreement may not be delegated or assigned by either party and any purported delegation or assignment of this Agreement (or rights hereunder) is void unless prior written consent of the other party has been obtained.

Section 8. Entire Agreement. This Agreement incorporates all prior negotiations, interpretations, and understandings between the parties and is the full and complete expression of their Agreement.

Section 9. Modifications. Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in writing and signed by both parties.

Section 10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

Section 11. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement as of the Effective Date.

THE CITY OF MONROE:

By: _____ (Seal)
Mayor

Date: _____

WALTON COUNTY SCHOOL DISTRICT:

By: _____

Name: _____
Superintendent

Date: _____

[BOE SEAL]

EXHIBIT "A"

The WCSD shall pay in full the amount set forth in Section 6 of the Agreement in a lump sum payment at a time mutually agreeable to the parties. Notwithstanding the foregoing, said payment must be made prior to the end of the applicable school year.



To: Public Safety Committee, City Council
From: R.V. Watts, Police Chief
Department: Police
Date: 07/30/2020
Subject: Approval – Foothills Contract with The Walton County School District

Budget Account/Project Name:

Funding Source:

Budget Allocation:

Budget Available:

Requested Expense:

Company of Purchase:

Description:

Agreement Between the City of Monroe and The Walton County School District for the School Resource Officer (SRO): Foothills Education Charter High School (Walton Site) @ Monroe Area High School.

Background:

The background of the Agreement is to increase the security and safety of WCSD through the funding necessary to permit, inter alia, the assignment of School resource officers to serve WCSD on a full-time basis during the regular school year. The MPD shall be compensated at the rate of \$150 per day for 164 days, for a total amount of **\$24,600** annually for the services to be performed under this Agreement.

Attachment(s):

Foothills Contract for 2020-2021

AGREEMENT BETWEEN THE CITY OF MONROE

and

THE WALTON COUNTY SCHOOL DISTRICT

for

THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into as of the _____ day of _____, (the "Effective Date"), by and between the CITY OF MONROE, and the WALTON COUNTY SCHOOL DISTRICT (the "WCSD").

WITNESSETH

WHEREAS, it is the intent and desire of the MPD and the WCSD to provide for law enforcement and related services as set forth herein;

WHEREAS, the MPD and the WCSD recognize the benefits of a School Resource Officer Program ("Program") to the citizens of Walton County, and particularly to the employees and students of Foothills Education Charter High School (Walton Site).

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the MPD and the WCSD hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to increase the security and safety of WCSD through the funding necessary to permit, *inter alia*, the assignment of School Resource Officer's to serve WCSD on a full-time basis during the regular school year.

Section 2. Term of Agreement. The term of this Agreement shall be for one (1) year from the Effective Date; provided, however, that the Agreement shall be automatically renewed (dates may change) unless either party provides written notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the term. The MPD and the WCSD agree to negotiate the Program costs annually for any subsequent term in accordance with Section 5 below.

Section 3. Program Staffing. The Program shall be staffed in accordance with the following:

3.1.1 School Resource Officers. The MPD shall assign one (1) Police Officer to each of the following schools to serve as a School Resource Officer ("SRO"): Foothills Education Charter High School (Walton Site) @ Monroe Area High School. The duties of the SRO shall include the following:

(a) *Investigations.* The SRO may assist with non-campus investigations related to juveniles who attend the school to which the SRO is assigned.

(b) *Law Enforcement.* The SRO may take emergency law enforcement action when required by law; provided, however, that the Principal of the school shall be notified of such action as soon as practicable.

(c) *Traffic Control.* The SRO shall assist in traffic control during the arrival and departure of students.

3.1.2. Supervising Officer. The Chief of Police shall assign one (1) full-time Supervising Officer to oversee the Program and serve as a liaison with WCSD, whose duties shall include the following:

(a) *School Visits.* The Supervising Officer shall perform scheduled and non-scheduled visits to the schools within WCSD to which an SRO is assigned by MPD.

(b) *Program Administration.* The Supervising Officer shall approve Program reports; provide leadership, training and direction for the Program; conduct Program evaluations; analyze campus statistics and problem areas for Foothills Education Charter High School (FHCS); establish rapport with FHCS administrators; oversee school traffic issues; submit quarterly reports to the Site Director; oversee major school functions in which an SRO is participating; coordinate with the Walton County Juvenile Court regarding school-related criminal cases; keep accurate crime reports for FHCS; and maintain time cards and keep up with overtime and comp time for the Program.

(c) *Investigations.* The Supervising Officer shall be available for investigation of crime-related incidents involving a FHCS employee that have a student as the complainant or victim.

3.2 Application and Appointment Process. The MPD's School Resource Officer Unit Commander shall recruit, interview and evaluate potential candidates for the positions above. The names of any applicants receiving a favorable recommendation from the School Resource Officer Unit Commander shall be forwarded to the Chief of Police, who shall make the appointments necessary to staff said positions. Applicants must meet the following requirements:

1. An applicant must have a desire to serve in the position for which he or she is applying.
2. An applicant must be certified and sworn peace officers with a minimum of three (3) years law enforcement experience.
3. An applicant must have successfully completed the School Resource Officers 40-hour training course.

3.3 Scheduling. SRO's shall be scheduled in accordance with the following:

3.3.1. Working Hours. SRO's shall serve WCSD at the FHCS (Walton site) on a full-time basis, i.e., from the start of classes until one-half (1/2) hour after classes are dismissed, although a SRO's working hours may be adjusted on a situational basis, with the prior consent of the School Resource Unit Commander, in order to cover campus-related activities which require the presence of a law enforcement officer. Notwithstanding the foregoing, SRO's may periodically be required by the MPD to perform other tasks during school hours, including, but not limited to mandatory training.

3.3.2. Temporary Reassignment. The Chief of Police may temporarily reassign the SRO's when school is not in session and during periods of law enforcement emergency.

3.3.3 Overtime. The SRO may not work overtime hours without the prior approval of the School Resource Unit Commander. Overtime work will be paid in accordance with MPD policies. SRO's shall neither expect nor accept any additional compensation for overtime work directly from the WCSD.

3.4 Employment Status. The SRO and Supervising Officer (SRO's) shall be and remain employees of the MPD and shall not be WCSD employees. SRO's shall remain responsive to the supervision and chain of command of the MPD. The MPD shall remain solely responsible for the SRO's hiring, firing, training, discipline and/or dismissal. The MPD agrees to pay the salary and employment benefits of the SRO's in accordance with the applicable salary schedules and employment practices of the MPD, including but not limited to: sick leave, annual leave, retirement compensation, workers compensation, unemployment compensation, life insurance, medical and dental insurance. The SRO's shall be subject to all other personnel policies of the MPD.

3.5 Removal and Replacement Process. SRO's may be removed and replaced in accordance with the following:

3.5.1. Removal for Cause. If the Site Director, in consultation with the Assistant Site Director, requests that the SRO be removed from the school (1) because the SRO is not effectively performing the duties of the SRO and/or (2) because the SRO has engaged in unprofessional conduct, MPD will replace the SRO in accordance with 3.5.3.

3.5.2. Discretionary Removal. The MPD reserves the right to dismiss or reassign an SRO when it is deemed to be in the best interests of either the WCSD or the MPD.

3.5.3. Replacement. In the event of a resignation, dismissal, reassignment, removal, or long-term absence of an SRO, the MPD shall provide a temporary replacement for the SRO as soon as possible, but not more than fifteen (15) school days of receiving notice of such absence, dismissal, resignation, removal, or reassignment. As soon as practicable, the MPD shall provide a permanent replacement for the position.

Section 4. Duties and Responsibilities of SRO's. In addition to those duties and responsibilities specifically provided for in Section 3.1 above, SRO's shall have the following duties and responsibilities:

1. SRO's shall enforce federal, state and local laws and, at the request of the school administration, assist FHCS officials with the enforcement of FHCS policies and regulations regarding student conduct.
2. SRO's shall investigate criminal activity committed on or adjacent to WCSD property.
3. SRO's shall assist school administrators in developing plans and strategies to prevent and minimize dangerous situations that may occur on campus or during school-sponsored events.
4. SRO's shall maintain a detailed weekly report of duties performed.

Notwithstanding the foregoing, SRO's shall not be used by FHCS as school disciplinarians; provided, however, that an SRO may be contacted regarding incidents believed to be in violation of the law, and the SRO shall then determine whether law enforcement action is appropriate. SRO's shall also not be used for regularly-assigned monitoring duties, including but not limited to lunchroom, hallway, carpool, or bus monitoring duties.

Section 5. Compensation. The MPD shall be compensated at the rate of \$150 per day, for 164 days, for a total amount of **\$24,600** annually for the services to be performed under this Agreement. Not less than sixty (60) days prior to the expiration of this Agreement, the MPD shall inform the WCSD of any additional compensation it is requesting for the subsequent term. Compensation owed to the MPD by the WCSD shall be paid in accordance with the Payment Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

Section 6. Termination. Either party may terminate this Agreement for any reason whatsoever with sixty (60) days prior written notice to the other party. In the event of such termination by the WCSD, the SRO's will be immediately reassigned by the MPD and, if the termination is not for cause, the WCSD shall immediately pay any remaining funds due to the MPD for the remainder of the school year. In the event of termination by the MPD, the WCSD shall compensate the MPD for all services provided up to the date of termination.

Section 7. Assignability. This Agreement may not be delegated or assigned by either party and any purported delegation or assignment of this Agreement (or rights hereunder) is void unless prior written consent of the other party has been obtained.

Section 8. Entire Agreement. This Agreement incorporates all prior negotiations, interpretations, and understandings between the parties and is the full and complete expression of their Agreement.

Section 9. Modifications. Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in writing and signed by both parties.

Section 10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

Section 11. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement as of the Effective Date.

THE CITY OF MONROE:

By: _____ (Seal)
Mayor

Date: _____

WALTON COUNTY SCHOOL DISTRICT:

By: _____

Name: _____
Superintendent

Date: _____

[BOE SEAL]

EXHIBIT "A"

The WCSD shall pay in full the amount set forth in Section 6 of the Agreement in a lump sum payment at a time mutually agreeable to the parties. Notwithstanding the foregoing, said payment must be made prior to the end of the applicable school year.



To: Planning and Zoning / City Council
From: Patrick Kelley
Department: Planning, Zoning, Code and Development
Date: 05-22-2020
Description: Request for re-zone from Professional to R-1

Budget Account/Project Name: NA

Funding Source: 2020 NA

Budget Allocation: NA

Budget Available: NA

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

Recommendation: *Approval*

Background: This parcel is not commercially viable in the experience of the current property owner and the abutting property to the south that front on Pinecrest Dr. contained this land at one time. The applicant wishes to sell this parcel to the current owner of 165 Pinecrest Dr. pursuant to his desire to combine the parcels into one lot with residential zoning for tax purposes. It is our understanding that the parcel was at one time configured exactly as intended by the potential buyer and when combined presents no probability of development without further zoning approvals. The current residential structure is all that is allowed on a single parcel.

Attachment(s): application and supporting documents.



City of Monroe
215 N. Broad Street
Monroe, GA 30655
(770)207-4674

Plan Report

Plan NO.: RZ-000057-2020

Plan Type: Re-Zoning Request All Types

Work Classification: Request for Rezone

Plan Status: In Review

Apply Date: 05/21/2020

Expiration:

Location Address

Parcel Number

335 W SPRING ST, MONROE, GA 30655

M0060287

Contacts

John C & Michael Eckles
405 Walton RD, Monroe, GA 30655

Applicant

Description: REQUEST FOR REZONE FROM P TO R1 - P & Z MTG 6/16/20 @5:30 PM,
COUNCIL MTG 7/7/20 @ 6:00 PM 215 N BROAD ST

Valuation: \$0.00
Total Sq Feet: 0.00

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

Payments	Amt Paid
Total Fees	\$100.00
Check # 8328	\$100.00
Amount Due:	\$0.00

Condition Name

Description

Comments

Issued By:

May 21, 2020

Date

Plan_Signature_1

Date

Plan_Signature_2

Date

REZONE APPLICATION FORM

PERMIT NUMBER _____

I. LOCATION 335 West Spring St., Monroe, GA 30655
COUNCIL DISTRICT _____

MAP NUMBER MAP 6

PARCEL NUMBER 287

II. PRESENT ZONING P REQUESTED ZONING R-1

III. ACREAGE 0.700 PROPOSED USE Reconnect to existing property at 165 Pine Crest Dr.

IV. OWNER OF RECORD John C. Eckles
Michael D. Eckles

ADDRESS 405 Walton Cr. and 218 Walton St., Monroe, GA 30655

PHONE NUMBER 706-247-6463

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

V. ANALYSIS:

1. A description of all existing uses and zoning of nearby property
Use is to Reconnect to original property at 165 Pine Crest Dr., Monroe, GA
Nearby property zoned Commercial or Professional

2. Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification NONE

3. The existing value of the property contained in the petition for rezoning under the existing zoning classification \$40,000

4. The value of the property contained in the application for rezoning under the proposed zoning Classification \$10,000

5. A description of the suitability of the subject property under the existing zoning classification
Property NOT suitable for construction because of location
next to creek.

6. A description of the suitability of the subject property under the proposed zoning classification of the property
Suitable to Reconnect to the original property at
165 Pine Crest Dr., Monroe, GA.

Rezoning Application
Page Two (2)

- 7. A description of any existing use of property including a description of all structures presently occupying the property NO EXISTING USE - NO STRUCTURES ON PROPERTY
- 8. The length of time the property has been vacant or unused as currently zoned 13 years
- 9. A detailed description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning classification PROPERTY HAS BEEN FOR SALE FOR THE LAST 13 YEARS

Applications found to be incomplete or incorrect will be rejected. See the attached calendar for deadline dates. It is the responsibility of the applicant and not the staff to ensure that a complete and accurate application is submitted.

LEGAL DESCRIPTION OF PROPERTY

See WARRANTY Deed

Rezoning Application
Page Three (3)

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

John C. Eckles

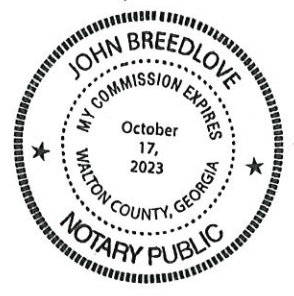
Owner of property (signature) * *Michael D. Eckles*
Address 218 Walton ST., Mendenhall, Ga 30655
Phone Number 706-247-6463

Attorney/Agent (signature) _____
Address _____
Phone Number _____

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

John Breedlove (Notary Public) 05/20/20 (Date)

My Commission Expires 6-17-23



Rezoning Application
Page Four (4)

What method of sewage disposal is planned for the subject property?

_____ Sanitary Sewer _____ Septic Tank

The following information must be included in the application material requesting an annexation or zoning change from PE Com. to R1 located at 335 WEST Spring St., containing 0.700 acre(s), property owner being John E. Eckles and Michael D. Eckles filed on _____.

CHECK LIST - APPLICATION MATERIAL

- Application Fee (\$100.00 Application Fee Single Family Rezoning)
(\$300.00 Application Fee Multi Family Rezoning)
(\$200.00 Application Fee Commercial Rezoning)
(Application fee For Annexation is the same as a Rezone)
- The completed application form (one original with original signatures)
- Special Conditions made part of the rezoning/annexation request
- Legal Description
- Survey plat of property showing bearings and distances and:
 - abutting property owners
 - the zoning of abutting property
 - the current zoning of the subject property
- Development Plan (two full size and one 11x17)
- Site plan of the property at an appropriate scale
 - the proposed use
 - internal circulation and parking
 - landscaping
 - grading
 - lighting
 - drainage
 - amenities
 - buildings
 - buffers
 - Additional information that may be required by the Code Enforcement Officer:

Monroe Utilities Network Availability Letter

Application Material-Section 1421.4 of the Zoning Ordinance outlines the specific items to be included on the site plan:

Rezoning Application
Page five (5)

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

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

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

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

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

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

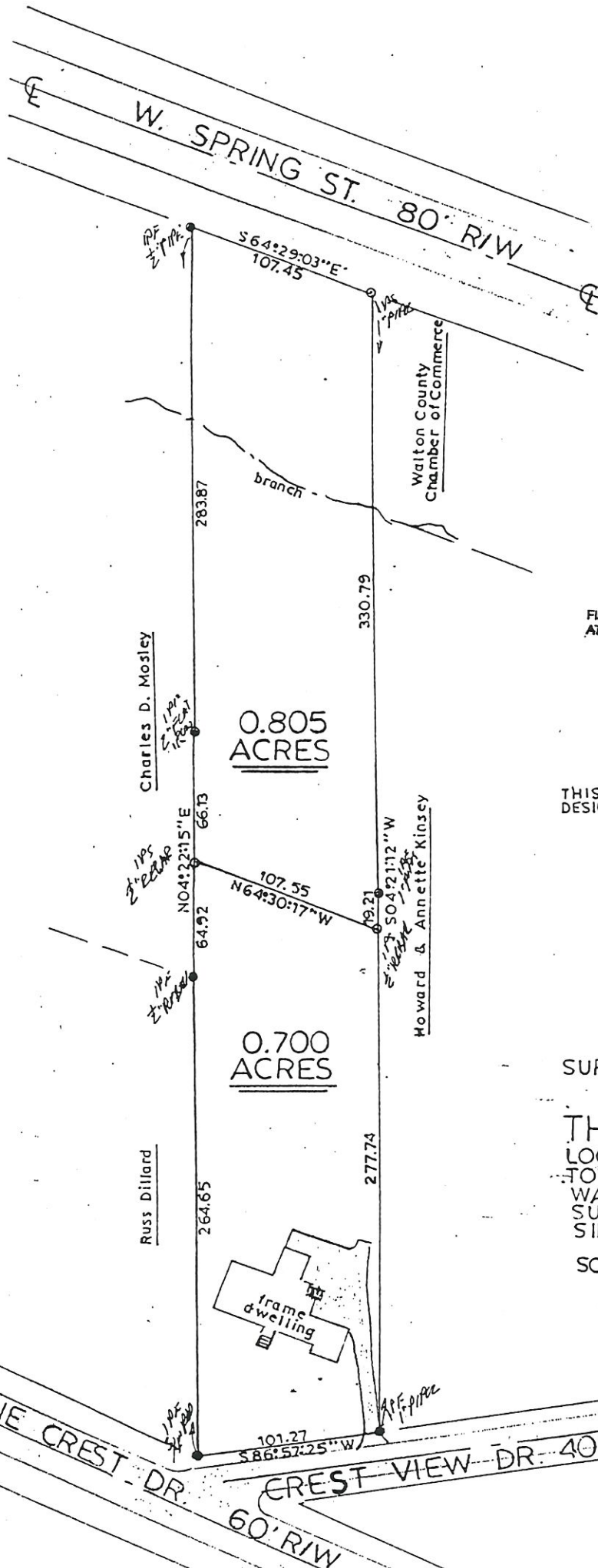
Rezoning Application
Page six (6)

COMMENTS

Disclosure of Campaign Contributions and/or gifts:

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

I hereby withdraw the above application: Signature: _____ Date: _____



FILED AND RECORDED 2/2/07
 AT 3:20 A.M. P.M.
 PLAT BOOK 101 PAGE 68
 KATHY K. TROST
 CLERK SUPERIOR COURT
 WALTON COUNTY, GEORGIA

THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.

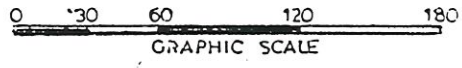
APPROVED FOR RECORDING

Kathy K. Trost
 2-2-07

SURVEY FOR

THE ESTATE OF JACK D. ECKLE
 LOCATED IN LL 38- 3rd LAND DISTRICT,
 TOWN G.M.D. 419,
 WALTON COUNTY, GEORGIA
 SURVEYED BY:
 SIMS SURVEYING CO.

SCALE: 1" = 60 JULY 2, 2004



2.1
4761

After recording please return to:
WILLIAM R. CHILDERS, JR., P.C.
139 East Highland Avenue
Monroe, Georgia 30655
Document Preparation Only/NTC

Deed Doc: ESTD Rec #: 128155
Recorded 10/03/2006 04:19PM
Georgia Transfer Tax Paid : \$0.00

KATHY K. TROST
CLERK SUPERIOR COURT, WALTON COUNTY
Bk 02568 Pg 0309-0310

STATE OF GEORGIA

COUNTY OF WALTON

EXECUTORS' DEED OF ASSENT UNDER POWER CONTAINED IN WILL

THIS INDENTURE, made this 2nd day of October, 2006, between JOHN C. ECKLES & MICHAEL D. ECKLES of the County of Walton, State of Georgia, as Executors under the Last Will and Testament of HELEN R. ECKLES, a/k/a MRS. J. D. ECKLES, whose Will was probated in Solemn Form on October 19, 2005, in the Probate Court of Walton County, Georgia, being recorded in File No. 05-7155 of the records of such Court, as Parties of the First Part, and JOHN C. ECKLES & MICHEL D. ECKLES, individually, of the County of Walton, State of Georgia, as Parties of the Second Part;

WITNESSETH: That for and in consideration of the prescribed distribution of the Estate of HELEN R. ECKLES pursuant to the provisions of Items 6, 7 and 8 of her Will, the said Parties of the First Part hereby grant, sell, convey and assent unto the Parties of the Second Part, their heirs, executors, administrators, legal representatives, successors and assigns, all of the interest of HELEN R. ECKLES, a/k/a MRS. J. D. ECKLES, in the following described property:

All that tract or parcel of land lying and being in Walton County, Georgia, and in the City of Monroe, located just West of the business district of said City, and being Lot 5 (five) as shown on a plat entitled, "Property of H. B. Launius, located in West Monroe, Walton County, Ga.", made on May 6, 1949, by J. M. Williams, C.S., and recorded in Plat Book 4, page 106, Office of the Clerk of Superior Court for Walton County, Georgia, to which plat and the record thereof reference is hereby made for description of the land conveyed by this deed. Said lot is 100 feet in width along East Avenue (a/k/a Pine Crest Drive and/or Crestview Drive) and is bounded, now or formerly, on the North by U. S. Highway No. 78, the Monroe-Atlanta paved highway, a/k/a West Spring Street; on the East by Lot No. 6 as shown by said plat; on the South by a dead end street known as East Avenue (a/k/a Crestview Drive and/or Pine Crest Drive); and on the West by Lot No. 4 as shown on said plat. Said lot is improved with a dwelling house located thereon, known as No. 165 Pine Crest Drive, according to the present system of numbering structures in the City of Monroe. This is the same property conveyed by warranty deed from H. B. Launius to Mr. & Mrs. J. D. Eckles, dated January 3, 1950, recorded in Deed Book 35, page 4, Walton County Records. This is also the same property conveyed by Deed of Assent out of the Estate of Jack D. Eckles, a/k/a J. D. Eckles to Helen R. Eckles, a/k/a Mrs. J. D. Eckles, dated July 27, 2001, recorded in Deed Book 1270, pages 50-51, Walton County Records.

*MDE
JCE*

TO HAVE AND TO HOLD the said real property together with all of the improvements thereon, and all and singular the rights, members, appurtenances thereunto being, belonging, or in any manner appertaining, to the only proper use, benefit and behoof of the Parties of the Second Part, their heirs, executors, administrators, legal representatives, successors and assigns, forever and in fee simple in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed by the said deceased.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto caused this document to be executed and their seals affixed thereon and delivered by these presents on this the day and year first above written.

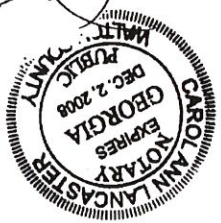
Signed, sealed and delivered in the presence of:

William P. Childers

John C. Eckles (SEAL)
JOHN C. ECKLES, and

Carol Ann Lancaster
Notary Public

Michael D. Eckles (SEAL)
MICHAEL D. ECKLES, as Executors under the Last Will and Testament of HELEN R. ECKLES, a/k/a Mrs. J. D. Eckles, deceased.



SEAL AFFIXED



Date: May 19, 2020

In Re: Utilities

To Whom It May Concern:

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

The utilities checked below are available at 335 W Spring St, in the City of Monroe, Georgia.

- ELECTRICITY
- NATURAL GAS
- WATER
- WASTEWATER
- TELECOMMUNICATION

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

Vashon C. Hill

 City of Monroe

**NOTICE TO THE PUBLIC
CITY OF MONROE**

**A petition has been filed with the
City of Monroe requesting the
property at 335 W Spring Street to
be rezoned from P to R1**

**A public hearing will be held before
the Monroe Planning and Zoning
Commission at City Hall Auditorium at
215 N. Broad Street on July 21, 2020
at 5:30 P.M. All those having an
interest should be present to voice
their interest.**

**A petition has been filed with the
City of Monroe requesting the
property at 335 W Spring Street to
be rezoned from P to R1**

**A public hearing will be held before
The Mayor and City Council
at the City Hall Auditorium at
215 N. Broad Street on August 11, 2020
at 6:00 P.M. All those having an
interest should be present to voice
their interest.**

**PLEASE RUN ON THE
FOLLOWING DATE:**

June 28, 2020



To: Planning and Zoning / City Council
From: Patrick Kelley
Department: Planning, Zoning, Code and Development
Date: 05-22-2020
Description: Request for re-zone from Professional to R-1

Budget Account/Project Name: NA

Funding Source: 2020 NA

Budget Allocation: NA

Budget Available: NA

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

Recommendation: *Approval*

Background: This parcel is not commercially viable in the experience of the current property owner and the abutting property to the south that front on Pinecrest Dr. contained this land at one time. The applicant wishes to sell this parcel to the current owner of 165 Pinecrest Dr. pursuant to his desire to combine the parcels into one lot with residential zoning for tax purposes. It is our understanding that the parcel was at one time configured exactly as intended by the potential buyer and when combined presents no probability of development without further zoning approvals. The current residential structure is all that is allowed on a single parcel.

Attachment(s): application and supporting documents.



City of Monroe
215 N. Broad Street
Monroe, GA 30655
(770)207-4674

Plan Report

Plan NO.: RZ-000057-2020

Plan Type: Re-Zoning Request All Types

Work Classification: Request for Rezone

Plan Status: In Review

Apply Date: 05/21/2020

Expiration:

Location Address

Parcel Number

335 W SPRING ST, MONROE, GA 30655

M0060287

Contacts

John C & Michael Eckles
405 Walton RD, Monroe, GA 30655

Applicant

Description: REQUEST FOR REZONE FROM P TO R1 - P & Z MTG 6/16/20 @5:30 PM,
COUNCIL MTG 7/7/20 @ 6:00 PM 215 N BROAD ST

Valuation: \$0.00

Total Sq Feet: 0.00

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

Payments	Amt Paid
Total Fees	\$100.00
Check # 8328	\$100.00
Amount Due:	\$0.00

Condition Name

Description

Comments

Issued By:

May 21, 2020

Date

Plan_Signature_1

Date

Plan_Signature_2

Date

REZONE APPLICATION FORM

PERMIT NUMBER _____

I. LOCATION 335 West Spring St., Monroe, GA 30655
COUNCIL DISTRICT _____
MAP NUMBER MAP 6
PARCEL NUMBER 287

II. PRESENT ZONING P REQUESTED ZONING R-1

III. ACREAGE 0.700 PROPOSED USE Reconnect to existing property at 165 Pine Crest Dr.

IV. OWNER OF RECORD John C. Eckles
Michael D. Eckles

ADDRESS 405 WATSON CR. AND 218 WATSON ST., Monroe, GA 30655

PHONE NUMBER 706-247-6463

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

V. ANALYSIS:

1. A description of all existing uses and zoning of nearby property
Use is to Reconnect to original property at 165 Pine Crest Dr., Monroe, GA
Nearby property zoned Commercial or Professional

2. Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification NONE

3. The existing value of the property contained in the petition for rezoning under the existing zoning classification \$40,000

4. The value of the property contained in the application for rezoning under the proposed zoning Classification \$10,000

5. A description of the suitability of the subject property under the existing zoning classification
Property NOT suitable for construction because of location
next to creek.

6. A description of the suitability of the subject property under the proposed zoning classification of the property
Suitable to Reconnect to the original property at
165 Pine Crest Dr., Monroe, GA.

Rezoning Application
Page Two (2)

- 7. A description of any existing use of property including a description of all structures presently occupying the property NO EXISTING USE - NO STRUCTURES ON PROPERTY
- 8. The length of time the property has been vacant or unused as currently zoned 13 years
- 9. A detailed description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning classification PROPERTY HAS BEEN FOR SALE FOR THE LAST 13 YEARS

Applications found to be incomplete or incorrect will be rejected. See the attached calendar for deadline dates. It is the responsibility of the applicant and not the staff to ensure that a complete and accurate application is submitted.

LEGAL DESCRIPTION OF PROPERTY

See WARRANTY Deed

Rezoning Application
Page Three (3)

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

John C. Eckles

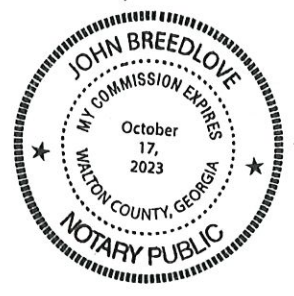
Owner of property (signature) * *Michael D. Eckles*
Address 218 Walton ST., Mendenhall, Ga 30655
Phone Number 706-247-6463

Attorney/Agent (signature) _____
Address _____
Phone Number _____

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

John Breedlove (Notary Public) 05/20/20 (Date)

My Commission Expires 6-17-23



Rezoning Application
Page Four (4)

What method of sewage disposal is planned for the subject property?

_____ Sanitary Sewer _____ Septic Tank

The following information must be included in the application material requesting an annexation or zoning change from PE Com. to R1 located at 335 WEST Spring St., containing 0.700 acre(s), property owner being John E. Eckles and Michael D. Eckles filed on _____.

CHECK LIST - APPLICATION MATERIAL

- Application Fee (\$100.00 Application Fee Single Family Rezoning)
(\$300.00 Application Fee Multi Family Rezoning)
(\$200.00 Application Fee Commercial Rezoning)
(Application fee For Annexation is the same as a Rezone)
- The completed application form (one original with original signatures)
- Special Conditions made part of the rezoning/annexation request
- Legal Description
- Survey plat of property showing bearings and distances and:
 - abutting property owners
 - the zoning of abutting property
 - the current zoning of the subject property
- Development Plan (two full size and one 11x17)
- Site plan of the property at an appropriate scale
 - the proposed use
 - internal circulation and parking
 - landscaping
 - grading
 - lighting
 - drainage
 - amenities
 - buildings
 - buffers
 - Additional information that may be required by the Code Enforcement Officer:

Monroe Utilities Network Availability Letter

Application Material-Section 1421.4 of the Zoning Ordinance outlines the specific items to be included on the site plan:

Rezoning Application
Page five (5)

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

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

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

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

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

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

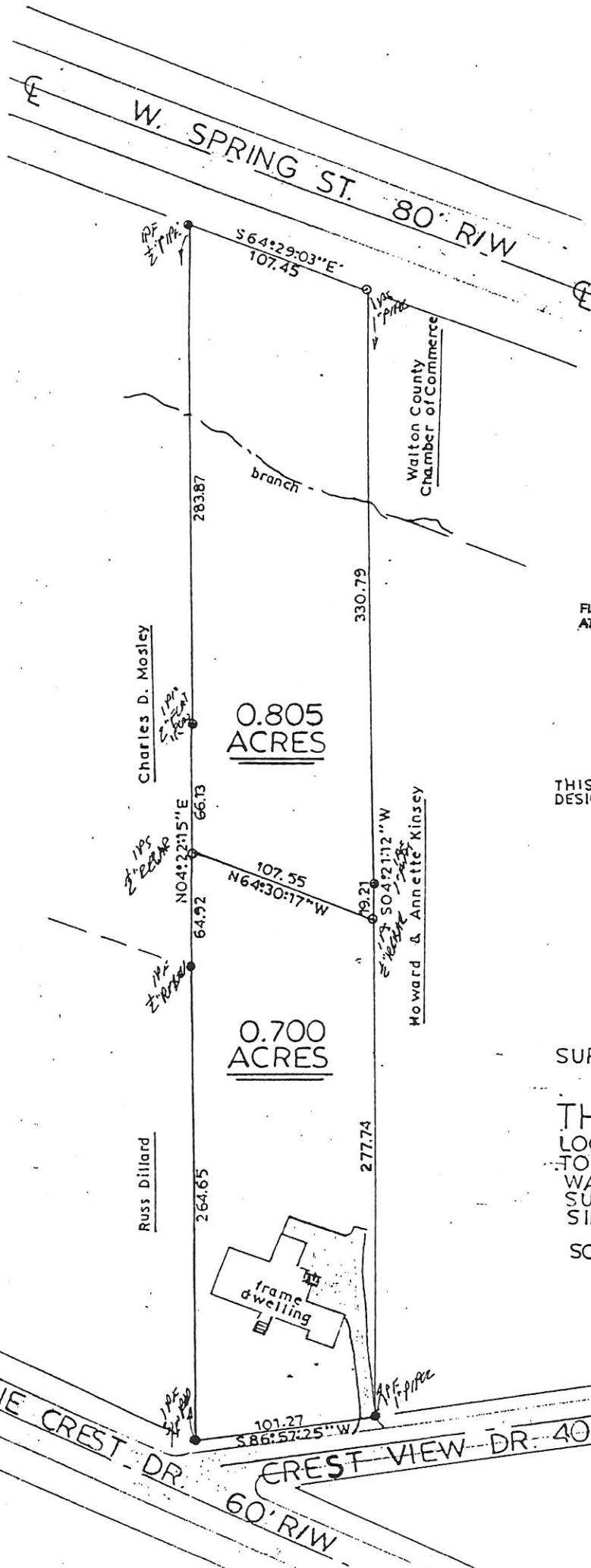
Rezoning Application
Page six (6)

COMMENTS

Disclosure of Campaign Contributions and/or gifts:

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

I hereby withdraw the above application: Signature: _____ Date: _____



FILED AND RECORDED 2/2/07
 AT 3:20 A.M. P.M.
 PLAT BOOK 101 PAGE 68
 KATHY K. TROST
 CLERK SUPERIOR COURT
 WALTON COUNTY, GEORGIA

THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.

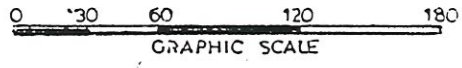
APPROVED FOR RECORDING

Kathy K. Trost
 2-2-07

SURVEY FOR

THE ESTATE OF JACK D. ECKLE
 LOCATED IN LL 38 - 3rd LAND DISTRICT,
 TOWN G.M.D. 419,
 WALTON COUNTY, GEORGIA
 SURVEYED BY:
 SIMS SURVEYING CO.

SCALE: 1" = 60' JULY 2, 2004



2.1
4761

After recording please return to:
WILLIAM R. CHILDERS, JR., P.C.
139 East Highland Avenue
Monroe, Georgia 30655
Document Preparation Only/NTC

Deed Doc: ESTD Rec #: 128155

Recorded 10/03/2006 04:19PM
Georgia Transfer Tax Paid : \$0.00

KATHY K. TROST
CLERK SUPERIOR COURT, WALTON COUNTY
Bk 02568 Pg 0309-0310

STATE OF GEORGIA

COUNTY OF WALTON

EXECUTORS' DEED OF ASSENT UNDER POWER CONTAINED IN WILL

THIS INDENTURE, made this 2nd day of October, 2006, between JOHN C. ECKLES & MICHAEL D. ECKLES of the County of Walton, State of Georgia, as Executors under the Last Will and Testament of HELEN R. ECKLES, a/k/a MRS. J. D. ECKLES, whose Will was probated in Solemn Form on October 19, 2005, in the Probate Court of Walton County, Georgia, being recorded in File No. 05-7155 of the records of such Court, as Parties of the First Part, and JOHN C. ECKLES & MICHEL D. ECKLES, individually, of the County of Walton, State of Georgia, as Parties of the Second Part;

WITNESSETH: That for and in consideration of the prescribed distribution of the Estate of HELEN R. ECKLES pursuant to the provisions of Items 6, 7 and 8 of her Will, the said Parties of the First Part hereby grant, sell, convey and assent unto the Parties of the Second Part, their heirs, executors, administrators, legal representatives, successors and assigns, all of the interest of HELEN R. ECKLES, a/k/a MRS. J. D. ECKLES, in the following described property:

All that tract or parcel of land lying and being in Walton County, Georgia, and in the City of Monroe, located just West of the business district of said City, and being Lot 5 (five) as shown on a plat entitled, "Property of H. B. Launius, located in West Monroe, Walton County, Ga.", made on May 6, 1949, by J. M. Williams, C.S., and recorded in Plat Book 4, page 106, Office of the Clerk of Superior Court for Walton County, Georgia, to which plat and the record thereof reference is hereby made for description of the land conveyed by this deed. Said lot is 100 feet in width along East Avenue (a/k/a Pine Crest Drive and/or Crestview Drive) and is bounded, now or formerly, on the North by U. S. Highway No. 78, the Monroe-Atlanta paved highway, a/k/a West Spring Street; on the East by Lot No. 6 as shown by said plat; on the South by a dead end street known as East Avenue (a/k/a Crestview Drive and/or Pine Crest Drive); and on the West by Lot No. 4 as shown on said plat. Said lot is improved with a dwelling house located thereon, known as No. 165 Pine Crest Drive, according to the present system of numbering structures in the City of Monroe. This is the same property conveyed by warranty deed from H. B. Launius to Mr. & Mrs. J. D. Eckles, dated January 3, 1950, recorded in Deed Book 35, page 4, Walton County Records. This is also the same property conveyed by Deed of Assent out of the Estate of Jack D. Eckles, a/k/a J. D. Eckles to Helen R. Eckles, a/k/a Mrs. J. D. Eckles, dated July 27, 2001, recorded in Deed Book 1270, pages 50-51, Walton County Records.

*MDE
JCE*

TO HAVE AND TO HOLD the said real property together with all of the improvements thereon, and all and singular the rights, members, appurtenances thereunto being, belonging, or in any manner appertaining, to the only proper use, benefit and behoof of the Parties of the Second Part, their heirs, executors, administrators, legal representatives, successors and assigns, forever and in fee simple in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed by the said deceased.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto caused this document to be executed and their seals affixed thereon and delivered by these presents on this the day and year first above written.

Signed, sealed and delivered
in the presence of:

William P. Childers

John C. Eckles (SEAL)
JOHN C. ECKLES, and

Carol Ann Lancaster
Notary Public

Michael D. Eckles (SEAL)
MICHAEL D. ECKLES, as Executors under the
Last Will and Testament of HELEN R. ECKLES,
a/k/a Mrs. J. D. Eckles, deceased.



SEAL AFFIXED

**NOTICE TO THE PUBLIC
CITY OF MONROE**

**A petition has been filed with the
City of Monroe requesting the
property at 335 W Spring Street to
be rezoned from P to R1**

**A public hearing will be held before
the Monroe Planning and Zoning
Commission at City Hall Auditorium at
215 N. Broad Street on July 21, 2020
at 5:30 P.M. All those having an
interest should be present to voice
their interest.**

**A petition has been filed with the
City of Monroe requesting the
property at 335 W Spring Street to
be rezoned from P to R1**

**A public hearing will be held before
The Mayor and City Council
at the City Hall Auditorium at
215 N. Broad Street on August 11, 2020
at 6:00 P.M. All those having an
interest should be present to voice
their interest.**

**PLEASE RUN ON THE
FOLLOWING DATE:**

June 28, 2020

APPOINTMENTS

Updated

July 7, 2020

Appointed

Term Expires

PLANNING COMMISSION (Five-year term)

Mike Eckles	August 9, 2016	September 1, 2020
David Butler	December 12, 2017 (to fill unexpired term of John Howard)	September 1, 2020
Randy Camp	December 12, 2017	September 1, 2022
Rosalind Parks	September 10, 2019	September 1, 2024
Nate Treadaway	December 10, 2019 (to fill unexpired term of Kyle Harrison)	September 1, 2024

Debbie Adkinson

From: Mike Eckles <mikede45@icloud.com>
Sent: Tuesday, July 14, 2020 11:45 AM
To: Debbie Adkinson
Subject: Re: Planning & Zoning Commission Tenure

Follow Up Flag: Follow up
Flag Status: Completed

Thanks Debbie, yes I would like to continue serving on P&Z board. Thank you, Mike Eckles

Sent from my iPhone

On Jun 30, 2020, at 11:10 AM, Debbie Adkinson <DAdkinson@monroega.gov> wrote:

Good Morning Mike,

I hope this finds you well.

We are trying to be ahead of everything here since things were put on hold for a while. Your tenure with the P&Z Commission expires September 1, 2020. We are checking with you see if you are interested in continuing with your seat on the board.

Please let me know what your decision is so I can get it on the agenda with the Council for reappointment.

Also everything is a go for the P&Z meeting July 21, 2020 for 335 W Spring St. rezone.

Thank you,

Debbie Adkinson

City of Monroe
Code Department Assistant
Phone: 770-207-4674
Direct: 770-266-5160



Appointed Board Member Biography

Name: Michael D. Eckles

Profession / Business: Retired Position: N/A

Business Address: N/A

Phone number: N/A Fax number: N/A

Email address: eckles@windstream.net

Home Address: 218 walton Street, Monroe GA 30655

Home Phone number: 770 2676884 Mobile Phone number: 7062476463

(Please indicate address where you prefer to receive your mail)

Birthday: March 2, 1945 Birthplace: Bainbridge, GA

Education: UGA College Degree.. Batchelor of Business Admlnistration

Hobbies: Golf and Traveling

Membership in Service Clubs: Rotary Club- Past President

Social Clubs: Monroe Golf and Country Club

Membership / Offices Held / Other Agency Boards:
First Baptist Church..served of Deacon Board, Chairman of Board of Deacons, Chairman of Finance
Committee, Chairman of Nominating Committee

Civic Appointments: None

Political Offices: None

Reason for wanting to serve on Planning & Zoning Board

Interest in the future of growth of Monroe, GA

APPOINTMENTS

Updated

July 7, 2020

Appointed

Term Expires

HISTORIC PRESERVATION COMMISSION (Three-year term)

(As of 2/12/19 Changed from 5-year terms to 3-year terms)

Marc Hammes	December 12, 2017	May 1, 2020 (to fill unexpired term of James Woodall)
Fay Brassie	December 12, 2017	May 1, 2021 (to fill unexpired term of John Lucas)
Crista Carrell	December 12, 2017	May 1, 2022 (to fill unexpired term of Eric Edkin)
Susan Brown	April 10, 2018	May 1, 2023
Mitch Alligood	April 9, 2019	May 1, 2022

**STATE OF GEORGIA
COUNTY OF WALTON
CITY OF MONROE**

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS, that the City of Monroe, in Walton County, Georgia, hereinafter called “City” and the Walton County Chamber of Commerce, a non-profit corporation, hereinafter called “Chamber” on this 11th day of August, 2020, have contracted and agreed as follows:

This agreement shall be in effect for a period of one (1) year from the first day of 1 July, 2020, through the last day of June 30, 2021. At the end of one (1) year this contract may be renewed by mutual agreement between the parties.

Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial interest in the business of the Chamber, and shall not be liable for any debts or obligations incurred by Chamber, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Chamber, or profits earned or derived by Chamber, nor shall Chamber at any time or times use the name or credit of the City in purchasing or attempting to purchase equipment, supplies, or other thing or things whatsoever.

Chamber in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City from time to time requests to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which services by the Chamber, provided for herein, are performed, but on the contrary, Chamber shall be wholly responsible therefor.

Chamber shall not transfer or assign this agreement or the license or any of the rights or privileges granted herein without the prior written consent of the City.

Chamber hereby agrees to comply strictly with all ordinances of Monroe, Georgia, and the laws of the State of Georgia while performing the terms of this agreement.

Chamber agrees that upon violation of any of the covenants or agreements herein contained, on account of any act of omission or commission of Chamber, the City may, at its option, terminate and cancel this agreement.

The City agrees to pay to the Chamber for a term of one (1) year, on a per capita basis as shown on Exhibit “A” attached hereto and made a part hereof, the sum of \$_____ and the Chamber agrees in consideration therefore to provide the City the following services:

- (1) Provide a full time professionally qualified director and a secretary to carry on the functions of the Chamber toward economic and community improvement and expansion of the area’s economy to benefit all citizens.
- (2) Assist the Development Authority in seeking to attract and promote new and expanding industry with the City of Monroe, to create new jobs and employment for the benefit and economic improvement and expansion for the citizens of the City of Monroe.
- (3) Gather, keep updated, research and distribute information and economic data to be used as advertisements, and presentations to general and specific commercial, service and manufacturing prospects.
- (4) Develop and secure tools of the trade such as maps, charts, photos, topos, briefing facilities, brochures, reports, etc., as are necessary and required to adequately promote Walton County and the City of Monroe.
- (5) Work with the Development Authority and existing industry for expansions, problem solving, counseling, and other services pertinent to the expansion of said existing industry for the benefit of the City of Monroe.
- (6) For the mutual and economic industrial development of the City, to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as the Georgia Department of Industry, Trade & Tourism; Georgia Chamber of Commerce; economic development department of public and private utilities; local, area and regional planning and development agencies; industrial development boards; rail, highway, air and water transportation and development organizations; and, other groups, organizations, agencies and individuals.
- (7) Keep knowledgeable of local, state, regional and national trends in industrial development and continue to improve, through land control, site development, local and area technical sources such as universities, colleges, authorities and vocational technical institutions, and any and all other sources and aid to create more and better jobs for the benefit of the County and its citizens.

In addition and for said consideration, Chamber further agrees to perform the following services:

- (1) Receive, study, and respond to all mail and phone inquiries which are directly or otherwise sent to the City, by potential visitors, business and professional people, school children from all over the U.S. and the world, research and survey agencies and myriad of outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, military establishments, state and federal agencies, schools and education institutions, housing, job opportunities, legal professions, hospitals and paramedical services, churches, climatic conditions (geographical, business, social), laws, regulations and statutes, courts, local community and governmental services, taxes and licenses.
- (2) Serve as the principal public relations and information agency for the City and for all people who are referred by the City and who come into the Chamber offices but who would otherwise have to call upon the City for the services and information enumerated in this contract, and to serve or give directions to visitors in the City.
- (3) Welcome individuals and groups deemed by the City to be important to the City at their point of arrival and assist and help in coordinating the ground breakings, openings, civic presentations and other activities involving the City and its officials.
- (4) Counsel and assist potential new and expanding business, agencies and institutions and people moving into the area.
- (5) Through the management and staff of the Chamber, as well as volunteers from local leadership, to do everything possible to foster and promote the City of Monroe and Walton County, and to create and maintain its good name and good will.
- (6) To promote tourist business in Monroe by maintaining contact, information exchange and association with travel, visitor and tourist promotion agencies and organizations, and keep abreast of current methods, trends, ideas, programs and procedures in the tourist industry, including the coordination of such programs with appropriate regional, state and national agencies.
- (7) The professional staff of the Chamber will endeavor to increase and broaden their management and promotional skills and techniques by participating in seminars, workshops and short courses.
- (8) Initiate, assist and coordinate activities and programs, which will retain and enlarge retail sales in City and insure a viable downtown area.

WITNESS our hands and seals the 11th day of August, 2020.

WALTON COUNTY CHAMBER OF COMMERCE

BY _____
Renee Park, Chairman of the Board

(AFFIX SEAL)
ATTEST:

Teri H. Smiley
President

CITY OF MONROE

By _____
John Howard, Mayor

(AFFIX SEAL)
ATTEST:

City Clerk

CITY AND COUNTY CONTRACTS

Per Capita Basis

(Based on 2019 Population numbers posted by Georgia Power)

			Contract Amount
Walton County	County less city populations	63,302 x .40/person = \$25,320.08	\$25,300.00
Loganville	12,789 (Less Gwinnett -2,700)	10,089 x .40/person = \$ 4035.60	\$ 4,000.00
Monroe		14,437 x .40/person = \$ 5,774.80	\$ 5,775.00
Social Circle		4,775 x .40/person = \$ 1,910.00	<u>\$ 1,900.00</u>
Good Hope		298	
Walnut Grove		1,401	
Between		371	
Jersey		147	
Total City/County Funding			\$36,975.00

Exhibit "A"

Securing Today - Building Tomorrow CAPITAL CAMPAIGN

**WALTON
FORWARD**

**WALTON
Chamber
of COMMERCE**
Invest. Engage. Succeed.

It starts with you!



www.waltonchamber.org

Your first step starts here



Message from the Campaign Chairman

"I am happy to support the Walton County Chamber of Commerce on this effort and honored to serve as the Capital Campaign chair. Walton County is my passion and the great work of the Walton County Chamber of Commerce has been fantastic for over seven decades. I want to see it continue to flourish in the coming decades." **Honorable Bruce Williamson**



"We are excited for this opportunity to help our Chamber raise funds, as the Walton County Chamber does so much to help our businesses grow and succeed. It is nice to be able to give back!" **Renee Park, Chairman of the Board**

"I am excited about this opportunity to take the Walton County Chamber and the Walton Forward Foundation to the next level and secure the future of both organizations. Through this campaign, we can have a professional building, state of the art technology, an upgraded member information center and enhance our business and community programs."



Teri Smiley, President



"For over 70 years, the Walton County Chamber of Commerce has served as a driver – providing leadership, support of our community and support to help area businesses and our community grow and prosper. We are also a Georgia Certified Chamber of Commerce."

MISSION

The Walton County Chamber of Commerce mission is to serve the needs of our members in order to advance economic development and enhance the quality of life in Walton County.

GOALS

Promote Local Business, Community Impact, Leadership Cultivation, Influence & Advocacy and Education/Workforce Development.

VISION

The Walton County Chamber of Commerce will be recognized as the primary resource for and voice of the Walton County business community. We will achieve this by maintaining financial stability, an active and strong membership base, and serving as the lead advocate for business-related issues at the county, state and federal levels.

DIVISIONS OF THE CHAMBER

CHAMBER RESOURCES

- Ambassadors
- Membership Development
- Marketing & Communications
- Monthly Member Luncheons
- Coffee & Connections

SIGNATURE EVENTS

- Annual Banquet
- Chamber Challenge
- Chamber Clay Shoot
- Casino Night & Auction
- WaltonPalooza
- Harmony Half & 5K

ECONOMIC DEVELOPMENT

- Buy Local Campaign
- Existing Industry
- Tourism
- Women in Business
- Young Professionals

COMMUNITY DEVELOPMENT

- Walton Forward Programs
- Education Committee
- Leadership Walton
- Youth Leadership Walton
- Walton Proud
- Governmental Affairs

WALTON FORWARD

Walton Forward is a 501(c)3 not-for-profit organization foundation designed to support local educational programs for youth and adults. These programs include, but are not limited to, the Reality Check Program, the STAR Student/Teacher Program, Youth Leadership Walton, Leadership Walton, Walton Proud, and many other educational programs and services. Administered through the Walton County Chamber of Commerce, Walton Forward, Inc. contributions are tax deductible as charitable donations as allowed by the law.



REALITY CHECK

An introduction to "Life" for 8th graders at all Middle Schools in Walton County. Life Stations include housing, utilities, auto sales, insurance, groceries, and daycare, just for fun, back to school, charity and jobs. Students are given a life scenario of their family and career at age 25 and have to budget through the life stations during the program.

STAR BANQUET

This banquet annually recognizes the students at the high schools, public and private with the highest SAT scores. He/she is named the STAR Student and then he/she selected a STAR teacher.

COLLEGE & CAREER

In partnership with Student Success Alliance and Walton Works, we co-sponsor an annual College & Career Expo event for high school juniors and seniors from both public and private schools.

YOUTH LEADERSHIP WALTON

This program includes 35-45 high school juniors, representing six high schools, public and private, in the program. We have twelve local volunteers trained to teach the UGA JW Fanning Institute Youth Leadership curriculum. The leadership training topics include: Developing Dynamic Habits, Developing Principles of Time and Life Management, Developing High Performance Communication Skills, Designing and Leading Change, Developing a Personal Leadership Style, Building Organizational Culture, Climate & Community, Leading Team Based Organizations and Understanding Ethics and Moral Leadership.

(Cont.)

The Youth Leadership Walton Senior year program will include our traditional Community Awareness programs. In addition to these programs, the students must work with their high school principals/ headmasters on a project to better their school. We believe this program will enhance our schools for years to come.

LEADERSHIP WALTON

Leadership Walton is a program and organization that develops leaders for our community. The Leadership Walton program encourages and fosters the development of community leaders by using a formal study program. The mission of the program is to broaden the volunteer leadership base, identify and train future leaders for participation in community affairs, provide opportunities for dialogue with existing community leaders, and promote a network of informed, motivated community leaders. We have an average of 24 class participants annually.

WALTON PROUD

This campaign is collaboration among the schools in Walton County: George Walton Academy, Loganville Christian Academy, Social Circle City Schools and Walton County Public Schools, promoting excellent education opportunities in Walton County.

WHY SHOULD YOU BE WALTON PROUD?

Cutting edge technology initiatives are in place across the county; Walton test scores are rising; Walton teachers are highly qualified, meaning they are teaching in the fields in which they hold degrees; Walton schools are safe; and there is a great sense of cooperation between our schools and our business community.

◆ BACKGROUND AND NEED

In the Walton Chamber’s current location, the building is owned by Walton County Board of Commissioners. The Walton Chamber & Development Authority are both housed in the building. In the past year, we’ve experienced a few plumbing issues and the building has really deteriorated, not projecting much of a positive image nor the professional image we need. The Development Authority is in the process of securing a new office building for their operations.

In the last S.P.L.O.S.T. passed, the voters approved for the facility to be destroyed and a new larger, updated facility to be built in its place to house county government including human resources and finance departments. This space is needed to allow for more court space at the Hammond Government Building.

So that we are not dependent on temporary building space from the county or cities, it’s time we need to purchase a professional building to house the Walton Chamber of Commerce, Inc. & Walton Forward, Inc. and take these two organizations to the next level.

◆ BUILDING & FURNISHINGS

An attractive building in a prominent location offers the following benefits to the chamber members:

- Projects a positive image to the many residents and visitors reflecting Walton County as a vibrant and progressive community.
- Creates an appealing and inviting Member Information Center
- Provides an exceptional meeting space for Chamber members and partners, equipped with the latest audio-visual technology and available for our members to use
- Presents an image reflecting success of the chamber, our businesses and community

Ideally, the Walton Chamber would like to find a building in Monroe as it is the county seat and in the center of the county; however, we will explore all options and choose a building that is the best fit. We would also like to consider a “chamber information kiosk” in each City at their city hall and/or welcome center as well as the county government building. This purchase would include updated furnishings for office space, member information center and conference room space that members will have access to use.

◆ TECHNOLOGY UPGRADES

The chamber staff computers all need upgrading to keep up with today’s times and that has become more evident with the many zoom and on-line meetings held during the pandemic. We will also need the latest technology for our conference room(s) to conduct our meetings and workshops and for member needs as they will be able to also use this space, based on availability.

◆ PROGRAM ENHANCEMENTS

The following program enhancements are included:

- Healthcare Lunch & Learns Series
- Enhance Member & Community Health & Wellness Programs
- Enhance training and materials for Leadership Walton
- Improve the Youth Leadership Walton Program
- Updated materials for Reality Check
- Enhance Marketing of Walton Proud
- Small Business Programs & Workshops
- Small Business Marketing & Promotions
- Additional Member Relationship Building Opportunities
- Buy Local Program Marketing
- Host Annual Member Appreciation Events

Securing Today - Building Tomorrow
CAPITAL CAMPAIGN



ESTIMATE BUDGET

Purchase of Building	\$350,000
Furnishings	\$40,000
Technology & Equipment	\$30,000
Program Enhancements	\$60,000

Total Estimated Budget: \$480,000

INVESTOR LEVELS

Diamond Investor
\$100,000

Chamber/Walton Forward building to be named after this donor with a plaque placed in a prominent location.

Platinum Investor
\$50,000

Large conference room named after this donor with a plaque placed in a prominent location in the conference room.

Gold Investor
\$25,000

Small conference room named after this donor with a plaque placed in a prominent location in the conference room.

VISIONARY LEVELS

Investor Level 1 \$15,000

Investor Level 2 \$10,000

Investor Level 3 \$7,500

Investor Level 4 \$5,000

Investor Level 5 \$2,500

The Investor Levels can be paid in full or over a 3-year period in annual or monthly installments.

Investor Level Benefits: All businesses at an investor level will be included on a plaque prominently displayed, based on investment, on an investor wall in our conference room/board room. These businesses will also have use of the conference room, based on availability, for meetings at no cost. The investor levels also include a brick with the company name on it to be displayed outside at the new building, in a brick courtyard, on planters, etc. to be determined depending on the building purchased. Additional recognition on social media, our website, member e-news and press releases.

PARTNER DONATIONS

\$100 donation - \$1 a day for 100 days

\$300 donation - \$3 a day for 100 days

\$500 donation - \$5 a day for 100 days

\$1000 donation - \$10 a day for 100 days

Partner Donation Benefits: Members will be spotlighted on social media and our website for their support and will be eligible to use the facility conference room space for a minimal fee. The \$1000 level also includes a brick with the company name on it to be displayed outside at the new building, location to be determined depending on the building purchased.

CAPITAL CAMPAIGN COMMITMENT FORM



Donor Information *(please print)*

Member Name (Business/Corporation)		Contact Name	
Address			
City	State	Zip	
Phone	Email		
Signature			Date

Total Partner Donation \$ _____
Partner Donations should be paid in a one-time payment by check, cash, or credit card.

Total Investor Donation \$ _____
I/we wish to have this investor donation payable in a:
 One Time Payment Annual Installment 36 Monthly Installments

I/we prefer a one-time payment or annual installment to be paid by: Check Credit Card

If you prefer to pay by monthly installments via bank draft or credit card, please complete info below.

Credit Card

Name on Card		Zip Code	
Credit Card #	Exp. Date	Security Code	

Bank Draft

Name on Account		Bank Name	
Routing Number		Account #	

Partner/Investor Recognition

Donors will be recognized in campaign materials unless anonymous gift is requested. Please specify the names(s) in all acknowledgements:

I/we wish to remain anonymous.

You can make your donation payable to the Walton County Chamber of Commerce 501(c)(6) or Walton Forward 501(c)(3). The address for both organization is P.O. Box 89, Monroe, GA 30655. Walton Forward is a charitable organization and the investment may be tax deductible as such. Donations/Marketing through the Walton Chamber can also be a necessary business expense. Please consul your tax advisor.



To: City Council

From: Logan Propes, City Administrator

Department: Natural Gas

Date: 07/07/2020

Subject: 2nd Reading - MGAG Supply Contract Amendment & Supplemental Contract for Portfolio V Project Ordinance

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:

This request is for the adoption of the Ordinance to approve the Amendment to the Gas Supply Contract and the Supplemental Contract for the Portfolio V Project with the Municipal Gas Authority of Georgia. The contracts have already been reviewed and approved to form by the City Attorney.

Background:

Portfolio projects allow MGAG to go out and buy natural gas on the City's behalf and then redeliver it on a month-to-month basis. MGAG purchases natural gas in blocks of five, ten, and twenty years; then redelivers it to the Cities on a day-to-day basis and bill it on a monthly basis.

The Portfolio IV Supplemental Contract contains a time limit for MGAG to acquire long-term financed gas supplies through the issuance of municipal debt, which will expire December 31, 2020. Also, the existing Portfolio IV contract limits the maximum term for outstanding debt to 20 years. In order to acquire future gas supplies to satisfy MGAG Members' long-term needs, Portfolio V must be established, which this contract mirrors the Portfolio IV Supplemental Contract currently in place.

The Portfolio V Supplemental Contract has only two basic changes: First, it establishes that debt may be issued for new acquisitions or prepayments through December 31, 2030; and second, it provides for debt maturities not to exceed 30 years from the date of issuance, whereas Portfolio IV limits the maturity limit to 20 years. The maximum total dollar limit of outstanding debt at any given time is reduced to \$1 billion, from the \$1.5 billion limit that was the maximum in Portfolio IV. Financing gas supply is the most economical way to meet MGAG members' long-term requirements with gas supplies.

Attachment(s): Ordinance, First Amendment, Supplemental Contract, Memo, Frequently Asked Questions, Red-line version of Portfolio IV showing changes

AN ORDINANCE OF
CITY OF MONROE

APPROVAL OF AMENDMENT TO GAS SUPPLY CONTRACT AND SUPPLEMENTAL CONTRACT (GAS PORTFOLIO V PROJECT) EACH BETWEEN THE GAS AUTHORITY AND CITY OF MONROE, GEORGIA (THE “CITY”), AND FOR OTHER PURPOSES

WHEREAS, the 1987 Session of the General Assembly of the State of Georgia adopted the Municipal Gas Authority of Georgia Act (Ga. Laws 1987, p. 745 *et seq.* (*codified* at O.C.G.A. Sections 46-4-80 through 46-4-125)), as amended (the “Act”), creating the Municipal Gas Authority of Georgia (the “Gas Authority”), providing for its organization and purposes and authorizing it to contract with certain political subdivisions for the provision of an adequate and dependable wholesale supply of gas to meet the needs of the gas distribution systems of such political subdivisions; and

WHEREAS, the City has studied and reviewed its opportunity to enter into an Amendment to the Gas Supply Contract (the “Amendment”) with the Gas Authority, substantially similar to amendments entered into with other Gas Authority members, providing for the extension of the term of the Gas Supply Contract related to Gas Authority's obligation to furnish the City with its gas supply requirements and for the City's obligation to pay for such gas supplies; and

WHEREAS, the City has also studied and reviewed its opportunity to contract with the Gas Authority for additional gas supplies, and to that end, the City and the Gas Authority have caused to be prepared a certain Supplemental Contract (Gas Portfolio V Project) (the “Supplemental Contract,” and together with the Amendment, the “Contracts”); and

WHEREAS, the Gas Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Gas Authority and its policies through the Board of the Gas Authority, which is composed of Member representatives, and through the Gas Supply Contracts, and the Members intend to collectively share allocable portions of all risks and rewards of the Gas Authority’s operations pursuant to such contracts, and the Contracts will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Gas Authority and the Members effected thereby; and

NOW, THEREFORE, be it ordained by the governing body of the City in meeting duly assembled, and it is hereby ordained by authority thereof, as follows:

Section 1. The City hereby finds and determines that it is in its best interest to contract with the Gas Authority, and the City hereby declares its intention to so contract with the Gas Authority for the purchase of its gas supply.

Section 2. The City hereby approves and authorizes the execution and delivery of the Contracts in substantially the form of the drafts of the Contracts attached to this Ordinance as Exhibit "A" and Exhibit "B," respectively, and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor's discretion, with advice of counsel. The Contracts will each be executed by the Mayor, attested by the Clerk, and will have the City's seal affixed thereto, and will be delivered to the Gas Authority, and when so executed and delivered, will be binding upon the City in accordance with their respective terms. Execution of the Contracts as authorized herein will be conclusive evidence of the City's approval thereof.

Section 3. In the adoption of this Ordinance, the City hereby recognizes that this action will be relied upon by other political subdivisions that own and operate gas distribution systems and that adopt similar ordinances or resolutions in furtherance of the organization of the Gas Authority under the Act, and that the City is also relying upon the adoption of such ordinances and resolutions by such other political subdivisions.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

ORDAINED this ____ day of _____, 2020.

CITY OF MONROE, GEORGIA

By: _____
Mayor

[SEAL]

Attest:

Clerk

Exhibit "A"

[Attach Amendment to Gas Supply Contract]

Exhibit "B"

[Attach Supplemental Contract (Gas Portfolio V)]

CERTIFICATION

I, the undersigned, Clerk of the City of Monroe, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Ordinance duly adopted by the governing body of the City at a public meeting held on the ___ day of _____, 2020, duly called in compliance with the laws of the State of Georgia, at which a quorum was present and acting throughout, the original of which Ordinance has been duly recorded in the Minute Book of the City, which is in my custody and control, and that the Ordinance has not been rescinded or modified and is now in full force and effect.

GIVEN under the seal of the City this ____ day of _____, 2020.

Clerk

[SEAL]

FIRST AMENDMENT TO GAS SUPPLY CONTRACT
Between
Municipal Gas Authority of Georgia
and
City of Monroe

This **FIRST AMENDMENT TO CONTRACT**, made and entered into as of January 1, 2021, by and between **Municipal Gas Authority of Georgia**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the “Gas Authority”), created by and existing under the provisions of Ga. Laws 1987, p. 745 *et seq.*, *codified* at O.C.G.A. Sections 46-4-80 through 46-4-125, as amended (the “Act”), and the **City of Monroe**, a municipal corporation of the State of Georgia (the “Member”),

WITNESSETH
THAT:

WHEREAS, the Member owns and operates a gas distribution system as contemplated by Section 46-4-100 of the Act and has determined to contract with the Gas Authority pursuant to the Act; and

WHEREAS, the Gas Authority and the Member have heretofore entered into a Gas Supply Contract, as amended and restated on August 1, 2016 (the “Gas Supply Contract”), providing for a term ending December 31, 2050, subject to certain rights of the Member to elect Resigning Member Status (defined in the Gas Supply Contract) as defined in the Gas Supply Contract; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a “Gas Supply Contract,” and collectively, the “Gas Supply Contracts”) with other municipalities that own and operate gas distributions systems (each, a “Member,” and collectively, the “Members”); and

WHEREAS, the Gas Authority and the Members are contemplating the acquisition of long-term gas supplies or contract rights that may have contract terms expiring after the current expiration date of the Gas Supply Contracts; and

WHEREAS, the Gas Authority and the Member have determined that it is in the best interest of the Gas Authority and its Members to provide for the extension of the term of the Gas Supply Contract for an additional ten years; and

WHEREAS, Section 806 of the Gas Supply Contract provides that, subject to the terms of any debt instrument relating to Authorized Debt (defined in the Gas Supply Contract), the Gas Supply Contract may be amended by instrument in writing executed with the same formality as the Gas Supply Contract; and

WHEREAS, pursuant to Section 705 of the Gas Supply Contract, the Member has acknowledged and agreed that the Gas Authority may assign and pledge to any person to whom

amounts are owing under Authorized Debt its right, title and interests in and to all or any portion of the payments to be made to the Gas Authority under the provisions of the Gas Supply Contract and any Supplemental Contracts; and

WHEREAS, the Member has acknowledged pursuant to Section 405 of the Supplemental Contracts it has entered into pursuant to the terms of the Gas Supply Contract that all payments to be made by the Member pursuant to the provisions of such Article IV shall be pledged to secure the payment of the Gas Authority's Bonds; and

WHEREAS, the Gas Revenue Bond Resolutions (collectively the "Resolutions") permits the extension of the term of the Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have caused to be prepared this First Amendment to Gas Supply Contract (the "First Amendment") to provide for the extension of the term of each of the Gas Supply Contracts with the Members;

NOW, THEREFORE: For and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term. Section 101 of the Gas Supply Contract is hereby amended to extend the term stated therein for an additional ten years beyond the original December 31, 2050 to December 31, 2060, and to extend the right of the Member to elect Resigning Member Status as provided in Section 101 of the Gas Supply Contract on each successive fifth anniversary after December 31, 2020 through December 31, 2055.

Section 2. This First Amendment shall be read and taken together with the Gas Supply Contract as one and the same instrument. The Gas Supply Contract, as amended by this First Amendment, is hereby ratified and affirmed in all respects.

Municipal Gas Authority of Georgia

APPROVED AS TO FORM:

BY: _____
Chairman

General Counsel

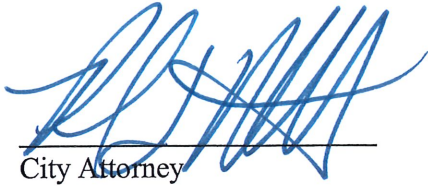
ATTEST: _____
Asst. Secretary-Treasurer

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

City of Monroe

APPROVED AS TO FORM:



City Attorney

Paul Rose

BY: _____
Mayor

ATTEST: _____
Clerk

(SEAL)

SUPPLEMENTAL CONTRACT

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

and

CITY OF MONROE, GEORGIA

(GAS PORTFOLIO V PROJECT)

This Contract, made and entered into as of January 1, 2021, by and between the **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the “Gas Authority”), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, *codified* at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the “Act”), and the **CITY OF MONROE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

WITNESSETH

THAT:

WHEREAS, the Member owns and operates a gas distribution system as contemplated by O.C.G.A. Section 46-4-100 and has determined to contract with the Gas Authority pursuant to the Act and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia (the “Intergovernmental Contracts Clause”); and

WHEREAS, the Gas Authority and the Member have entered into that certain Gas Supply Contract (the “Gas Supply Contract”), pursuant to which the Gas Authority has agreed to provide gas supplies to the Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a “Gas Supply Contract” and collectively, the “Gas Supply Contracts”) with other political subdivisions and systems that own and operate gas distribution systems (each, a “Member” and collectively, the “Members”); and

WHEREAS, the Gas Authority and the Member have agreed to enter into this Supplemental Contract to provide for, among other things, (i) the approval of a Project as contemplated by the Gas Supply Contract and as more particularly described herein; and (ii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, in order to enable the Gas Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Gas Authority to have binding contracts with the Members in accordance with the provisions of the Act and the Gas Supply Contracts; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, will be pledged as security for the payment of Bonds;

NOW, THEREFORE:

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term.

This Contract is dated as of the first date set forth above, its effective date, and will terminate at the close of business on the date of the final maturity and payment or the defeasance of all outstanding Bonds or any refunding Bonds issued with respect thereto. Following the termination of this Contract, any remaining Project assets will be accounted for by the Gas Authority to reflect the benefit thereof to the Members participating in the Project.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. Section 46-4-81 will have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined will have the meaning ascribed thereto in the Gas Supply Contract.

(b) As used herein, the term:

(1) “Annual Project Costs” means the Project Costs applicable to a Gas Supply Year.

(2) “Bond Resolution” means the Gas Portfolio V Project Revenue Bond Resolution to be adopted by the Gas Authority for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution in substantially the form to be adopted by the Gas Authority is on file in the records of the Gas Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(3) “Bonds” means the Bonds or other debt instruments issued by the Gas Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, whether or not any issue of such Bonds will be subordinated as to payment to any other issue of such Bonds, and will include refunding Bonds issued pursuant to the provisions of Section 302 hereof, together with any payment obligations under any gas production sharing or other agreements providing for the acquisition, ownership, operation, hedging and financing of natural gas reserves or interests therein, either by the Gas Authority alone or jointly with other governmental entities.

(4) “Contract” refers to this Supplemental Contract.

(5) “Debt Service” means Debt Service on the Bonds.

(6) “Gas Supply Year” means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) “Indemnity Share” means the amount determined in accordance with 402 hereof and set forth in the Schedule of Indemnity Shares attached hereto and hereby incorporated herein by this reference.

(8) “Indemnity Share Member” means each of the Georgia and non-Georgia political subdivisions or systems executing similar Contracts with the Gas Authority with respect to the Project contemplated by the Bond Resolution, other than Obligation Share Members, and set forth in the Schedule of Indemnity Shares attached hereto.

(9) “Member” or “Members” means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions or systems described in Section 46-4-100 of the Act executing similar Contracts as Obligation Share Members or Indemnity Share Members, and all non-Georgia political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) “MCF” means thousand cubic feet.

(11) “Obligation Share Member” means each of the Georgia political subdivisions shown in the Schedule of Obligation Shares attached hereto and hereby incorporated herein by this reference.

(12) “Obligation Share” means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) “Project” means the development of a portfolio of Project Gas Supplies through the acquisition, construction or development of any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas or associated liquids and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or the right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facility. “Project” as used in this paragraph, is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a Project required by any governmental agency having jurisdiction over the Project; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate or commodity hedging and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project.

ARTICLE II

CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE MEMBER

Section 201. Authority Gas Supplies.

The Gas Authority will use the proceeds of the Bonds for the costs of acquiring the Project as more particularly described in the definition of the "Project." The Gas Authority will use the natural gas provided by the Project to fulfill, in whole or in part, its obligation under Section 201 of the Gas Supply Contract to supply Authority Gas Supplies to the Member, and to the extent that such Authority Gas Supplies are not required by the Member, to sell such Authority Gas Supplies to others. The Gas Authority and the Member hereby agree that for purposes of the Gas Supply Contract and this Supplemental Contract, natural gas acquired as a part of the Project and financed from the proceeds of Bonds issued pursuant to the authorization contained in Article III of this Supplemental Contract will be deemed to have passed through the meter at the Member's City gate prior to other Authority Gas Supplies.

Section 202. Reports.

The Gas Authority will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will be reasonably requested by the Gas Authority, any and all documents, releases, financial statements and other information necessary to enable the Gas Authority to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Member, the Gas Authority or the issuance and sale of the Gas Authority's bonds or other debt obligations, by law, judicial decision, regulation, rule or policy. Such information will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will enable the Gas Authority to comply with any such law, judicial decision, regulation, rule or policy.

Section 203. Records and Accounts.

The Gas Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds. Said accounts will be included in the Gas Authority's financial statements, which will be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Gas Authority within one hundred fifty days after the close of each Gas Supply Year.

Section 204. Rate Covenant

The Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Member's gas system.

ARTICLE III

ISSUANCE OF BONDS

Section 301. Issuance of Bonds.

Pursuant to the authority hereof, the Gas Authority is authorized to issue, in series as may be determined by the Gas Authority, Bonds pursuant to the Bond Resolution for the purpose of financing Project Costs. The Bonds may be issued in series through the close of business on December 31, 2030, with a maximum principal amount outstanding at any one time of \$831,500,000; provided however, that such limitation will not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds, and such maximum principal amount will be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract (Gas Portfolio IV Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,000,000,000 outstanding at any one time hereunder. Each series of Bonds will have a final maturity of no more than 30 years from the date of issuance of each such series of Bonds.

Section 302. Refunding Bonds.

The Gas Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded, which refunding Bonds may be issued in an amount sufficient to refund any Bonds together with other associated costs, including, but not limited to the principal amount thereof, interest accrued or to accrue thereon, redemption premium thereof, if any, and costs of issuance including any costs of terminating any derivative products associated therewith, but will not be counted against the amount limitation set forth in Section 301 hereof. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

ARTICLE IV

INDEMNITY SHARES

Section 401. Obligation Shares.

Each of the Members initially participating in the Project have been assigned an Obligation Share as set forth in the Schedule of Obligation Shares attached hereto pursuant to Supplemental Contracts with such Members identical to this contract except for the identification of the parties and the signature pages. In the event that at any time and from time to time all Project Costs payable by the Gas Authority are in excess of the revenues of the Gas Authority available for the purpose of paying the same and pursuant to Section 503 of the Gas Supply Contract and any applicable rate stabilization or reserve funds, then the Member will be obligated to pay immediately upon demand by the Gas Authority or the Trustee under the Bond Resolution its Obligation Share of such excess.

Section 402. Subsequent Members.

Should any Member subsequently be admitted by the Gas Authority that has not been assigned an Obligation Share in the Schedule of Obligation Shares, then such Member will be assigned by the Gas Authority an "Indemnity Share" based upon the ratio of that new Member's average annual purchases of gas, based on the 24-month period ended with the last month for which information is available (the "Average Gas Purchases") to the total of all Obligation Share Members' Average Gas Purchases at the effective date of this Contract. Upon the admission of such new Member, the Schedule of Indemnity Shares will be recalculated and provided to each Member and the Gas Authority for attachment to this Supplemental Contract in lieu of the preceding Schedule of Indemnity Shares attached to this Supplemental Contract immediately preceding the admission of such Member. In the event that Obligation Share Members should be required to pay amounts based upon their Obligation Shares as set forth in Section 401 above, then each such new Member would be required to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to that new Member's Indemnity Share of the amount required to be paid by that Obligation Share Member.

Section 403. Payment Obligations.

The Member hereby agrees to pay its Obligation Share of Project Costs as set forth in the Schedule of Obligation Shares. The obligation of the Member to pay promptly its obligation under Section 401 or 402 hereof is for the benefit of, among others, the owners of the Bonds and will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Member or the breach by any

Member of any obligation to the Gas Authority or to any other Member, whether hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Member to the Gas Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds will have been fully paid or provision for the payment thereof will have been made, the Member will not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Gas Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Gas Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Contract, the Gas Supply Contract or otherwise.

Section 404. Sources of Member's Payments.

The obligations of the Member to make the payments to the Gas Authority under this Contract will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provision for such payments will have been made from the revenues of the Gas Supply System of the Member or from other funds thereof, the Member will annually in each and every fiscal year during the term of this Contract include in its 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 this Contract until all payments required under this Contract have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member, then the chief fiscal officer of the Member will, in accordance with the provisions of the Act in effect as of the date of this agreement, set up as an appropriation on the accounts of the Member in each fiscal year the amounts required to pay the obligations called for under this Contract. The amount of the appropriation in such fiscal year to meet the obligations of this Contract will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.

Section 405. Pledge of Payments.

All payments required to be made by the Member pursuant to the provisions of this Article IV will be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member will provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary due to deficiencies in its gas supply revenues, to make all payments due under the provisions of this Contract in each year over the remainder of the term of this Contract and the Gas Authority will have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member sufficient in amount to provide such funds annually in each year of the remainder of the term of this Contract.

ARTICLE V

EXCESS BOND PROCEEDS

Section 501. Excess Bond Proceeds.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract and of any other Supplemental Contracts between the Gas Authority and the Members relating to the Project and to the issuance of Bonds therefor, exceed the aggregate amount required for the purposes of the Project, the amount of such excess will be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance will be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Gas Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

ARTICLE VI

DEFAULT

Section 601. Event of Default.

Failure of the Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable will constitute a default on the part of the Member.

Section 602. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Member will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Member.

Section 603. Other Default by Member.

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this Contract or the Gas Supply Contract, the Gas Authority may enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

Section 604. Default by Gas Authority.

In the event of any default by the Gas Authority under any covenant, agreement or obligation of this Contract, the Member may enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority will not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to

perform of any third party. No failure on the part of the Gas Authority will be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will not be inconsistent with the provisions of this Contract.

Section 703. Termination or Amendment of Contract.

Subject to the terms of the Bond Resolution, this Contract may be amended by instrument in writing executed with the same formality as this Contract; provided, however, if any such amendment is to be made to less than all of the Contracts of the Members pertaining to the Project, at least thirty (30) days advance notice will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment will be made which is adverse to the interest of the owners of the Bonds.

Section 704. No Assignment or Transfer.

Except as provided in Section 705 of the Gas Supply Contract, neither party to this Contract will be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly.

ARTICLE VIII

SEVERABILITY

In case any one or more of the provisions of this Contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Member has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Member is hereby acknowledged, all as of the day and year first above written.

Municipal Gas Authority of Georgia

Approved As To Form:

By: _____
Chairman

General Counsel

Attest: _____
Asst. Secretary-Treasurer

(Seal)

[Signatures Continued On Next Page]

City of Monroe, Georgia

Approved As To Form:



CITY ATTORNEY

Paul Ribonima

(Seal)

By: _____
MAYOR

Attest: _____
CLERK

Municipal Gas Authority of Georgia

**SCHEDULE OF OBLIGATION SHARE PERCENTAGES FOR
MEMBERS PARTICIPATING IN GAS PORTFOLIO V PROJECT**

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS
OF A RATIO CALCULATED ON THE BASIS OF
EACH MEMBER'S ANNUAL PURCHASES]


Obligation Share Members	Obligation Share	Indemnity Share
Adairsville	2.1765%	2.0202%
Adel	0.4268%	0.3962%
Albany	5.2496%	4.8729%
Americus	0.6009%	0.5578%
Andersonville	0.0039%	0.0036%
Ashburn	0.1325%	0.1230%
Bainbridge	0.5902%	0.5478%
Blakely	0.3881%	0.3603%
Bowman	0.0253%	0.0235%
Buford	7.9261%	7.3572%
Byron	0.3508%	0.3257%
Cairo	0.2597%	0.2411%
Camilla	1.5852%	1.4714%
Claxton	0.6678%	0.6199%
Cochran	0.8944%	0.8302%
Colquitt	0.0744%	0.0691%
Commerce	1.3407%	1.2445%
Covington	5.4239%	5.0346%
Dawson	0.7442%	0.6908%
Decatur County	0.1691%	0.1570%
Doerun	0.1000%	0.0928%
Donalsonville	0.1006%	0.0934%
Douglas	2.1188%	1.9667%
Dublin	4.6093%	4.2784%
Eatonton	0.3168%	0.2941%
Edison	0.0882%	0.0819%
Elberton	0.9973%	0.9257%
Fitzgerald	2.0206%	1.8755%
Fort Valley	1.5200%	1.4109%
Grantville	0.0751%	0.0698%
Greensboro	1.9192%	1.7815%
Hartwell	1.1710%	1.0870%
Hawkinsville	2.0803%	1.9310%
Hogansville	0.2914%	0.2705%
LaFayette	0.6074%	0.5638%
Lawrenceville	9.5823%	8.8945%
Louisville	0.2542%	0.2360%
Lumpkin	0.0611%	0.0567%
Madison	0.9293%	0.8626%
Millen	0.3215%	0.2985%
Monroe	0.7704%	0.7151%
Monticello	0.1931%	0.1793%
Moultrie	0.7868%	0.7303%
Nashville	0.4219%	0.3916%
Pelham	0.0569%	0.0528%
Perry	1.7383%	1.6136%
Quitman	0.3228%	0.2996%

Obligation Share Members	Obligation Share	Indemnity Share
Royston	0.6167%	0.5724%
Social Circle	1.5774%	1.4641%
Sparta	0.1862%	0.1729%
Statesboro	1.4216%	1.3196%
Sugar Hill	1.9287%	1.7903%
Summerville	1.8870%	1.7515%
Sylvania	2.2444%	2.0833%
Sylvester	0.2764%	0.2566%
Thomasville	1.1134%	1.0335%
Thomson	3.4910%	3.2404%
Tifton	1.2585%	1.1682%
Toccoa	3.4520%	3.2043%
Trion	4.1046%	3.8100%
Union Point	0.1010%	0.0938%
Vienna	0.5645%	0.5239%
Warner Robins	9.7311%	9.0327%
Waynesboro	0.3213%	0.2982%
West Point	0.3420%	0.3175%
Winder	2.8975%	2.6895%
Total	100%	93%

GA Indemnity Only Members		
Non-Georgia Members		
Alexander City, Alabama	N/A	0.6903%
Chambersburg, Pennsylvania	N/A	2.7418%
East Central Alabama Gas District	N/A	0.8903%
Havanna, Florida	N/A	0.0500%
Jasper, Florida	N/A	0.1133%
Lanett, Alabama	N/A	0.1737%
Lawrenceburg, Tennessee	N/A	1.6005%
Maplesville, Alabama	N/A	0.0581%
Quincy, Florida	N/A	0.3226%
Roanoke, Alabama	N/A	0.3657%
Rockford, Alabama	N/A	0.0097%
Wadley, Alabama	N/A	0.0687%
Wedowee, Alabama	N/A	0.0925%
Total Indemnity Shares		100%



Memorandum

Date: May 21, 2020
To: Member Main Contacts
Cc: Member Secondary Contacts, Board of Directors, General Counsel, Staff
From: Arthur C. Corbin 
Re: Launching Gas Supply Portfolio V – **ACTION REQUESTED**

It may be hard to believe, but it is already time to begin writing the fifth chapter of our successful Gas Supply Portfolio Program. We will reach the end of the acquisition and bond issuance period for the Portfolio IV Supplemental Contract later this year. The new Portfolio V Supplemental Contract will follow the same form as Portfolio IV, which should help the approval process at the local level run smoothly. Basically, Portfolio V will be a continuation of the same successful program the Gas Authority initiated back in 1991. Obviously, we have learned much over the past 29 years since the inception of the Gas Supply Portfolio Program, and we have been innovating all along the way. Portfolio V will be no different, delivering the solid results our Members have come to expect and enjoy. In addition, it is necessary to amend the underlying Gas Supply Contract, extending it by 10 years to synchronize the end dates of both agreements.

The purpose of this memorandum is to deliver the Portfolio V Supplemental Contract and the Amendment to the Gas Supply Contract for your review, and to request your assistance in getting it executed as expeditiously as possible. Because this contract mirrors the Portfolio IV Supplemental Contract currently in place, it should streamline the review process for you and your attorney. For your convenience in comparing Portfolio IV and V, a red-line version of the Portfolio IV contract, which incorporates the changes of Portfolio V, is enclosed.

In addition to three originals of both the Portfolio V Supplemental Contract and the Amendment to the Gas Supply Contract, I have enclosed a discussion of "Frequently Asked Questions" (FAQ) and a form resolution for adoption by your local governing body.

Important Instructions: I have placed one original contract and amendment in a red folder to be given promptly to your attorney (the red-line version of Portfolio IV is also enclosed in this folder). The yellow folder contains the remaining two originals of each document. Once your attorney has reviewed the contract and amendment, and returned them to you, please provide all three originals of each document to the Mayor or Chairman listed on the contract and amendment for execution. Please return all three originals of each document to Mr. Peter Floyd with Alston & Bird. For your convenience, we have placed a return envelope addressed to Mr. Floyd in this packet. A fully executed copy of each document will be returned to you once all Members have acted.

If you have any questions, please feel free to contact me, Chris Strippelhoff, Rodney Dill, Scott Tolleson, or your Business Analyst.

Attachments

MUNICIPAL GAS AUTHORITY OF GEORGIA

GAS SUPPLY PORTFOLIO V

May 21, 2020

Frequently Asked Questions

- 1. Why do we need to enter into a new Supplemental Contract? Can't the Gas Authority continue to make the necessary supply purchases under our existing contract?**

The Portfolio IV Supplemental Contract currently in place contains a time limit for the Gas Authority to acquire long-term financed gas supplies through the issuance of municipal debt. The time limit for acquisitions under Portfolio IV will expire on December 31, 2020. The existing contract also limits the maximum term for outstanding debt to 20 years. To acquire future gas supplies to satisfy our Members' long-term needs, we must establish Portfolio V by the end of 2020.

- 2. How does the new Supplemental Contract differ from the one we have today?**

The Portfolio V Supplemental Contract has only two basic changes from the current contract. First, the new contract establishes that debt may be issued for new acquisitions or prepayments through December 31, 2030. Second, it provides for debt maturities not to exceed 30 years from the date of issuance. Portfolio IV currently limits the maturity horizon to 20 years. The maximum total dollar limit of \$1.5 billion of outstanding debt at any given time during the term in Portfolio IV is reduced to \$1 billion in Portfolio V.

- 3. Are there any changes in the way my Obligation or Indemnity Share is calculated?**

There is no change in the methodology. The calculation continues to be a percentage of each Member's annual purchases. Portfolio IV is based on each Member's annual purchases for the year ended December 31, 2013. Portfolio V will be based on each Member's annual purchases for the year ended December 31, 2019.

- 4. Why are you extending the possible term of the gas supply acquisitions from 20 years to 30 years?**

The market for prepayment transactions has ebbed and flowed since the inception of Portfolio IV, varying with the dynamic market conditions. Prepay suppliers are more aggressive and interested in negotiating longer term deals, even with the advent of inter-term repricing provisions. Because of the discounting involved in prepayment and other acquisition

calculations, it is to our Members' benefit to consider longer term contracts when they become available. The extension of the authorized term will allow us that flexibility.

5. Why should we enter into the Portfolio V Supplemental Contract?

Financing gas supply, as we have since 1991, is clearly the most economical way to meet our Members' long-term requirements with firm gas supplies. The nearly 30 years of solid economic results from the Portfolio Projects demonstrate this fact. The Portfolio Projects have not only yielded costs below the market price for comparable long-term firm supplies but have produced costs below the 30-day spot market price. Portfolio V is intended to perpetuate this important benefit for our Members.

6. How do financed gas supplies authorized by Portfolio V save my gas system money?

Financed gas supplies save our Members money by taking advantage of several opportunities: First, through the aggregation of the needs of 80 Member systems, the Gas Authority can negotiate for the purchase of a large quantity of gas. This increases the interest of suppliers in both bidding on the contract and in offering attractive pricing. Second, because we are pre-paying for the gas supply, we benefit from the discount rate used to determine the net present value of the firm gas supplies. Traditionally, because the Gas Authority has access to tax-exempt interest rates for the purchase of natural gas supplies, our cost of capital is lower than the discount rate the supplier uses in calculating the prepayment, which yields savings for our Members; the longer the term, the greater the impact of the discount. Although the delta between taxable and tax-exempt rates can be narrow at times, the tool remains an important one for the Gas Authority. Finally, with our large volumes, strong credit rating, and ability to issue debt, we remain an attractive suitor for high-quality suppliers.

7. Why does the term of the Gas Supply Contract need to be extended by 10 years?

Very simply, the terms of the Gas Supply Contract and the Supplemental Portfolio V Contract should mirror one another to satisfy lenders. Amending the term of the Gas Supply Contract to terminate on December 31, 2060 matches the obligation period of Portfolio V.

8. What are the next steps?

- a. **STEP 1: Immediately please forward the red file folder to your attorney for review. It contains one original Portfolio V Supplemental Contract, the red-line version of the Portfolio IV contract, the Amendment to the Gas Supply Contract, and the form resolution for adoption by your local governing body.** Although the document is basically identical to your existing contract, your attorney may have some questions.

Please ask your attorney to contact Mr. Peter Floyd at Alston & Bird with all legal questions pertaining to the contract. He may be reached at 404.881.4510 or via email at Peter.Floyd@alston.com.

- b. **STEP 3:** After reviewing the contract and amendment, your attorney should return it to you promptly so that all three originals of both documents may duly authorized, signed and sealed by your Mayor or Chairman. In addition, we have enclosed an authorizing resolution for this purpose.
- c. **STEP 4:** Send all three originals of both documents, including the authorizing resolution, signed, and sealed, to Peter Floyd at Alston & Bird (in addressed envelope provided) by August 31, 2020.

SUPPLEMENTAL CONTRACT

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

and

~~MEMBER~~ MEMBER, GEORGIA

(GAS PORTFOLIO ~~IV~~ V PROJECT)

This Contract, made and entered into as of ~~November~~ January 1, ~~2014~~ 2021, by and between the MUNICIPAL GAS AUTHORITY OF GEORGIA, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the "Gas Authority"), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the "Act"), and the ~~CITY OF, a municipal corporation~~ MEMBER, {STATE}, a political subdivision of the State of ~~Georgia~~ Georgia, hereinafter sometimes designated as the Member,

WITNESSETH
THAT:

WHEREAS, the Member owns and operates a gas distribution system as contemplated by O.C.G.A. Section 46-4-100 and has determined to contract with the Gas Authority pursuant to the Act and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia (the "Intergovernmental Contracts Clause"); and

WHEREAS, the Gas Authority and the Member have entered into that certain Gas Supply Contract (the "Gas Supply Contract"), pursuant to which the Gas Authority has agreed to provide gas supplies to the Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a "Gas Supply Contract" and collectively, the "Gas Supply Contracts") with other ~~municipalities~~ political subdivisions and systems that own and operate gas distribution systems (each, a "Member" and collectively, the "Members"); and

~~WHEREAS, the Gas Authority and the Members have heretofore extended the original term of their respective Gas Supply Contracts beyond the original termination date of December 2015 to December 31, 2025 pursuant to the First Amendment to Gas Supply Contract, and from December 31, 2025 to December 31, 2040 pursuant to the Second Amendment to Gas Supply Contract; and~~

WHEREAS, the Gas Authority and the Member have agreed to enter into this Supplemental Contract to provide for, among other things, (i) the approval of a Project as contemplated by the Gas Supply Contract and as more particularly described herein; and (ii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, in order to enable the Gas Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Gas Authority to have binding contracts with the Members in accordance with the provisions of the Act and the Gas Supply Contracts; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, ~~shall~~will be pledged as security for the payment of Bonds;

NOW, THEREFORE:

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term.

This Contract is dated as of ~~November 1, 2014~~the first date set forth above, its effective date, and ~~shall~~will terminate at the close of business on the date of the final maturity and payment or the defeasance of all outstanding Bonds or any refunding Bonds issued with respect thereto. Following the termination of this Contract, any remaining Project assets will be accounted for by the Gas Authority to reflect the benefit thereof to the Members participating in the Project.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. Section 46-4-81 shall will have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined shall will have the meaning ascribed thereto in the Gas Supply Contract.

(b) As used herein, the term:

(1) “Annual Project Costs” shall mean means the Project Costs applicable to a Gas Supply Year.

(2) “Bond Resolution” shall mean means the Gas Portfolio ~~IV~~V Project Revenue Bond Resolution to be adopted by the Gas Authority for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution in substantially the form to be adopted by the Gas Authority is on file in the records of the Gas Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(3) “Bonds” shall mean means the Bonds or other debt instruments issued by the Gas Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, whether or not any issue of such Bonds shall will be subordinated as to payment to any other issue of such Bonds, and shall will include refunding Bonds issued pursuant to the provisions of Section 302 hereof, together with any payment obligations under any gas production sharing or other agreements providing for the acquisition, ownership, operation, hedging and financing of natural gas reserves or interests therein, either by the Gas Authority alone or jointly with other governmental entities.

(4) “Contract” refers to this Supplemental Contract.

(5) “Debt Service” shall mean means Debt Service on the Bonds.

(6) “Gas Supply Year” shall mean means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) “Indemnity Share” shall mean means the amount determined in accordance with ~~Section~~ 402 hereof and set forth in the Schedule of Indemnity Shares attached hereto and hereby incorporated herein by this reference.

(8) “Indemnity Share Member” means each of the Georgia and non-Georgia ~~municipalities~~ political subdivisions or systems executing similar Contracts with the Gas Authority with respect to the Project contemplated by the Bond Resolution, other than Obligation Share Members, and set forth in the Schedule of Indemnity Shares attached hereto.

(9) ~~"Member"~~ or ~~"Members"~~ shall mean the Georgia ~~municipality~~ means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia ~~municipalities~~ political subdivisions or systems described in Section 46-4-100 of the Act executing similar Contracts as Obligation Share Members or Indemnity Share Members, and all non-Georgia ~~municipalities~~ political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) ~~"MCF"~~ shall mean means thousand cubic feet.

(11) ~~"Obligation Share Member"~~ means each of the Georgia ~~municipalities~~ political subdivisions shown in the Schedule of Obligation Shares attached hereto and hereby incorporated herein by this reference.

(12) ~~"Obligation Share"~~ shall mean means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) ~~"Project"~~ shall mean means the development of a portfolio of Project Gas Supplies through the acquisition, construction or development of any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas or associated liquids and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or the right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facility. ~~"Project"~~ as used in this paragraph, is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a Project required by any governmental agency having jurisdiction over the Project; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate or commodity hedging and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project.

ARTICLE II

CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE MEMBER

Section 201. Authority Gas Supplies.

The Gas Authority shall will use the proceeds of the Bonds for the costs of acquiring the Project as more particularly described in the definition of the "Project." The Gas Authority shall will use the natural gas provided by the Project to fulfill, in whole or in part, its obligation under Section 201 of the Gas Supply Contract to supply Authority Gas Supplies to the Member, and to the extent that such Authority Gas Supplies are not required by the Member, to sell such Authority Gas Supplies to others. The Gas Authority and the Member hereby agree that for purposes of the Gas Supply Contract and this Supplemental Contract, natural gas acquired as a part of the Project and financed from the proceeds of Bonds issued pursuant to the authorization contained in Article III of this Supplemental Contract shall will be deemed to have passed through the meter at the Member's cityCity gate prior to other Authority Gas Supplies.

Section 202. Reports.

The Gas Authority shall will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member shall will provide to the Gas Authority, in such form as shall will be reasonably requested by the Gas Authority, any and all documents, releases, financial statements and other information necessary to enable the Gas Authority to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Member, the Gas Authority or the issuance and sale of the Gas Authority's bonds or other debt obligations, by law, judicial decision, regulation, rule or policy. Such information shall will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than shall will enable the Gas Authority to comply with any such law, judicial decision, regulation, rule or policy.

Section 203. Records and Accounts.

The Gas Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds. Said accounts shall will be included in the Gas Authority's financial statements, which shall will be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Gas Authority within one hundred fifty days after the close of each Gas Supply Year.

Section 204. Rate Covenant

The Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Member's gas system.

ARTICLE III

ISSUANCE OF BONDS

Section 301. Issuance of Bonds.

Pursuant to the authority hereof, the Gas Authority is authorized to issue, in series as may be determined by the Gas Authority, Bonds pursuant to the Bond Resolution for the purpose of financing Project Costs. The Bonds may be issued in series through the close of business on December 31, ~~2020~~2030, with a maximum principal amount outstanding at any one time of \$~~1,100,000,000~~831,500,000; provided however, that such limitation shall will not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds, and such maximum principal amount shall will be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract, ~~dated as of November 1, 2002~~ (Gas Portfolio HHIV Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$~~1,500,000,000~~1,000,000,000 outstanding at any one time hereunder. Each series of Bonds shall will have a final maturity of no more than ~~20~~30 years from the date of issuance of each such series of Bonds.

Section 302. Refunding Bonds.

The Gas Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded, which refunding Bonds may be issued in an amount sufficient to refund any Bonds together with other associated costs, including, but not limited to the principal amount thereof, interest accrued or to accrue thereon, redemption premium thereof, if any, and costs of issuance including any costs of terminating any derivative products associated therewith, but shall will not be counted against the amount limitation set forth in Section 301 hereof. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

ARTICLE IV

~~OBLIGATION~~INDEMNITY SHARES

Section 401. Obligation Shares.

Each of the Members initially participating in the Project have been assigned an Obligation Share as set forth in the Schedule of Obligation Shares attached hereto pursuant to Supplemental Contracts with such Members identical to this contract except for the identification of the parties and the signature pages. In the event that at any time and from time to time all Project Costs payable by the Gas Authority are in excess of the revenues of the Gas Authority available for the purpose of paying the same and pursuant to Section 503 of the Gas Supply Contract and any applicable rate stabilization or reserve funds, then the Member ~~shall~~will be obligated to pay immediately upon demand by the Gas Authority or the Trustee under the Bond Resolution its Obligation Share of such excess.

Section 402. Subsequent Members.

Should any Member subsequently be admitted by the Gas Authority that has not been assigned an Obligation Share in the Schedule of Obligation Shares, then such Member ~~shall~~will be assigned by the Gas Authority an "Indemnity Share" based upon the ratio of that new Member's average annual purchases of gas, based on the 24-month period ended with the last month for which information is available (the "Average Gas Purchases") to the total of all Obligation Share Members' Average Gas Purchases at the effective date of this Contract. Upon the admission of such new Member, the Schedule of Indemnity Shares ~~shall~~will be recalculated and provided to each Member and the Gas Authority for attachment to this Supplemental Contract in lieu of the preceding Schedule of Indemnity Shares attached to this Supplemental Contract immediately preceding the admission of such Member. In the event that Obligation Share Members should be required to pay amounts based upon their Obligation Shares as set forth in Section 401 above, then each such new Member would be required to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to that new Member's Indemnity Share of the amount required to be paid by that Obligation Share Member.

Section 403. Payment Obligations.

The Member hereby agrees to pay its Obligation Share of Project Costs as set forth in the Schedule of Obligation Shares. The obligation of the Member to pay promptly its obligation under Section 401 or 402 hereof is for the benefit of, among others, the owners of the Bonds and ~~shall~~will be absolute and unconditional and ~~shall~~will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Member or the breach by

any Member of any obligation to the Gas Authority or to any other Member, whether hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Member to the Gas Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds shall will have been fully paid or provision for the payment thereof shall will have been made, the Member shall will not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Gas Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Gas Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Contract, the Gas Supply Contract or otherwise.

Section 404. Sources of Member's Payments.

The obligations of the Member to make the payments to the Gas Authority under this Contract shall will constitute general obligations of the Member for the payment of which the full faith and credit of the Member shall will be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provision for such payments shall will have been made from the revenues of the Gas Supply System of the Member or from other funds thereof, the Member will annually in each and every fiscal year during the term of this Contract include in its 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 this Contract until all payments required under this Contract have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member, then the chief fiscal officer of the Member shall will, in accordance with the provisions of the Act in effect as of the date of this agreement, set up as an appropriation on the accounts of the Member in each fiscal year the amounts required to pay the obligations called for under this Contract. The amount of the appropriation in such fiscal year to meet the obligations of this Contract shall will be due and payable and shall will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation shall will have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.

Section 405. Pledge of Payments.

All payments required to be made by the Member pursuant to the provisions of this Article IV shall will be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member shall will provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary due to deficiencies in its gas supply revenues, to make all payments due under the provisions of this Contract in each year over the remainder of the term of this Contract and the Gas Authority shall will have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member sufficient in amount to provide such funds annually in each year of the remainder of the term of this Contract.

ARTICLE V

EXCESS BOND PROCEEDS

Section 501. Excess Bond Proceeds.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract and of any other Supplemental Contracts between the Gas Authority and the Members relating to the Project and to the issuance of Bonds therefor, exceed the aggregate amount required for the purposes of the Project, the amount of such excess shall will be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall will be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Gas Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

ARTICLE VI

DEFAULT

Section 601. Event of Default.

Failure of the Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable shall will constitute a default on the part of the Member.

Section 602. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Member shall will not be relieved of its liability for payment of the amounts in default, and the Gas Authority shall will have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Member.

Section 603. Other Default by Member.

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this Contract or the Gas Supply Contract, the Gas Authority may ~~bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any~~ enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract ~~against the Member~~ in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

Section 604. Default by Gas Authority.

In the event of any default by the Gas Authority under any covenant, agreement or obligation of this Contract, the Member may ~~bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any~~ enforce such covenant, agreement, or obligation of this Contract ~~against~~ the Gas Authority ~~Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.~~

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default shall will have been discontinued or abandoned for any reason, the parties to such proceedings shall will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member shall will continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority shall will not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to perform of any third party. No failure on the part of the Gas Authority shall will be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder shall will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which shall will not be inconsistent with the provisions of this Contract.

Section 703. Termination or Amendment of Contract.

Subject to the terms of the Bond Resolution, this Contract may be amended by instrument in writing executed with the same formality as this Contract; provided, however, if any such amendment is to be made to less than all of the Contracts of the Members pertaining to the Project, at least thirty (30) days advance notice shall will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment shall will be made which is adverse to the interest of the owners of the Bonds.

Section 704. No Assignment or Transfer.

Except as provided in Section 705 of the Gas Supply Contract, neither party to this Contract shall will be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly.

ARTICLE VIII

SEVERABILITY

In case any one or more of the provisions of this Contract **shall**will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity **shall**will not affect any other provision hereof, but this Contract **shall**will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract **shall**will be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state **shall**will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Member has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Member is hereby acknowledged, all as of the day and year first above written.

~~MUNICIPAL GAS AUTHORITY OF GEORGIA~~
Municipal Gas Authority of Georgia

~~APPROVED AS TO FORM~~ Approved As To Form:

~~BY~~ By: _____

~~CHAIRMAN~~ Chairman

~~ATTEST~~ Attest:
~~GENERAL COUNSEL~~
General Counsel

~~ASST. SECRETARY-TREASURER~~
Asst. Secretary-Treasurer

(~~SEAL~~ Seal)

~~[SIGNATURES CONTINUED ON NEXT PAGE]~~ Signatures Continued On Next Page]

~~MEMBER~~ MEMBER, {STATE}

~~APPROVED AS TO FORM~~ Approved As To Form:

~~BY~~ By: _____ ~~MAYOR~~ MAYOR

~~ATTEST~~ Attest:
~~CITY ATTORNEY~~ CITY ATTORNEY

~~CLERK~~ CLERK
~~(SEAL)~~

(Seal)

MUNICIPAL GAS AUTHORITY OF GEORGIA
Municipal Gas Authority of Georgia

SCHEDULE OF OBLIGATION SHARE PERCENTAGES FOR
MEMBERS PARTICIPATING IN GAS PORTFOLIO **IVY** PROJECT

**{OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS
OF A RATIO CALCULATED ON THE BASIS OF
EACH MEMBER'S ANNUAL PURCHASES}**

<u>Member</u>	<u>Annual Purchases</u>	<u>Obligation Share Percentage</u>
Adairsville		
Adel		
Albany		
Americus		
Ashburn		
Bainbridge		
Blakely		
Bowman		
Buford		
Byron		
Cairo		
Camilla		
Claxton		
Cochran		
Commerce		
Covington		
Crawfordville		
Dawson		
Doerun		
Donalsonville		
Douglas		
Eatonton		
Edison		
Elberton		
Fitzgerald		
Fort Valley		
Grantville		
Greensboro		
Hartwell		
Hogansville		
LaFayette		
Lawrenceville		
Louisville		
Lumpkin		

<u>Member</u>	<u>Annual Purchases</u>	<u>Obligation Share Percentage</u>
Madison		
Manchester		
Millen		
Monroe		
Monticello		
Moultrie		
Nashville		
Pelham		
Perry		
Quitman		
Royston		
Social Circle		
Sparta		
Statesboro		
Sugar Hill		
Summerville		
Sylvania		
Sylvester		
Thomasville		
Thomson		
Tifton		
Tooeva		
Trion		
Union Point		
Vienna		
Warner Robins		
Waynesboro		
West Point		
Winder		
Total	<u> </u>	<u> </u> %

MUNICIPAL GAS AUTHORITY OF GEORGIA
SCHEDULE OF INDEMNITY SHARE PERCENTAGES FOR
MEMBERS PARTICIPATING IN GAS PORTFOLIO IV PROJECT
[INDEMNITY OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS
OF A RATIO CALCULATED ON THE BASIS OF
EACH MEMBER'S PEAK-DAY-DEMAND ANNUAL PURCHASES]

<u>Member</u>	<u>Contract Demand</u>	<u>Indemnity- Share Percentage</u>
Havana, Florida-		
Quincy, Florida		
Jasper, Florida		
East-Central-Alabama-		
Gas-District		
Maplesville (Alabama)		
Water Works and		
Gas-District		
City of Roanoke,-		
Alabama		
Town of Rockford,-		
Alabama		
Town of Wadley,-		
Alabama		
Water, Sewer and Gas		
Board of the Town		
of Wedowee-		
(Alabama)		
Total	<hr/> <hr/>	<hr/> <hr/> 100%

(Added graphics)	Obligation Share	Indemnity Share
Adairsville	2.1765%	2.0202%
Adel	0.4268%	0.3962%
Albany	5.2496%	4.8729%
Americus	0.6009%	0.5578%
Andersonville	0.0039%	0.0036%
Ashburn	0.1325%	0.1230%
Bainbridge	0.5902%	0.5478%
Blakely	0.3881%	0.3603%
Bowman	0.0253%	0.0235%
Buford	7.9261%	7.3572%
Byron	0.3508%	0.3257%
Cairo	0.2597%	0.2411%
Camilla	1.5852%	1.4714%
Claxton	0.6678%	0.6199%
Cochran	0.8944%	0.8302%
Colquitt	0.0744%	0.0691%
Commerce	1.3407%	1.2445%
Covington	5.4239%	5.0346%
Dawson	0.7442%	0.6908%
Decatur County	0.1691%	0.1570%
Doerun	0.1000%	0.0928%
Donalsonville	0.1006%	0.0934%
Douglas	2.1188%	1.9667%
Dublin	4.6093%	4.2784%
Eatonton	0.3168%	0.2941%
Edison	0.0882%	0.0819%
Elberton	0.9973%	0.9257%
Fitzgerald	2.0206%	1.8755%
Fort Valley	1.5200%	1.4109%
Grantville	0.0751%	0.0698%
Greensboro	1.9192%	1.7815%
Hartwell	1.1710%	1.0870%
Hawkinsville	2.0803%	1.9310%
Hogansville	0.2914%	0.2705%
LaFayette	0.6074%	0.5638%
Lawrenceville	9.5823%	8.8945%
Louisville	0.2542%	0.2360%
Lumpkin	0.0611%	0.0567%
Madison	0.9293%	0.8626%
Millen	0.3215%	0.2985%
Monroe	0.7704%	0.7151%
Monticello	0.1931%	0.1793%
Moultrie	0.7868%	0.7303%
Nashville	0.4219%	0.3916%
Pelham	0.0569%	0.0528%
Perry	1.7383%	1.6136%
Quitman	0.3228%	0.2996%

(Added graphics)	Obligation Share	Indemnity Share
Royston	0.6167%	0.5724%
Social Circle	1.5774%	1.4641%
Sparta	0.1862%	0.1729%
Statesboro	1.4216%	1.3196%
Sugar Hill	1.9287%	1.7903%
Summerville	1.8870%	1.7515%
Sylvania	2.2444%	2.0833%
Sylvester	0.2764%	0.2566%
Thomasville	1.1134%	1.0335%
Thomson	3.4910%	3.2404%
Tifton	1.2585%	1.1682%
Toccoa	3.4520%	3.2043%
Trion	4.1046%	3.8100%
Union Point	0.1010%	0.0938%
Vienna	0.5645%	0.5239%
Warner Robins	9.7311%	9.0327%
Waynesboro	0.3213%	0.2982%
West Point	0.3420%	0.3175%
Winder	2.8975%	2.6895%
Total	100%	93%

GA Indemnity Only Members		
Non-Georgia Members		
Alexander City, Alabama	N/A	0.6903%
Chambersburg, Pennsylvania	N/A	2.7418%
East Central Alabama Gas District	N/A	0.8903%
Havanna, Florida	N/A	0.0500%
Jasper, Florida	N/A	0.1133%
Lanett, Alabama	N/A	0.1737%
Lawrenceburg, Tennessee	N/A	1.6005%
Maplesville, Alabama	N/A	0.0581%
Quincy, Florida	N/A	0.3226%
Roanoke, Alabama	N/A	0.3657%
Rockford, Alabama	N/A	0.0097%
Wadley, Alabama	N/A	0.0687%
Wedowee, Alabama	N/A	0.0925%
Total Indemnity Shares		100%

Summary report:	
Litera® Change-Pro for Word 10.7.0.7 Document comparison done on 5/19/2020 4:09:07 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Form- Portfolio IV Supplemental Contract - Obligation Shares 1.docx	
Modified filename: 2020 Form Obligation Share Portfolio V Supplemental Contract.doc	
Changes:	
<u>Add</u>	157
Delete	171
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	3
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	333

AN ORDINANCE TO AMEND CHAPTER 6 OF THE CODE OF ORDINANCES OF THE CITY OF MONROE, GEORGIA, REGARDING ALCOHOLIC BEVERAGES AND FOR OTHER PURPOSES.

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

Article I.

Chapter 6 of the Code of Ordinances is hereby amended by deleting the enumerated sub-sections as described and substituting with the following in lieu thereof, and by the addition of certain, enumerated sub-sections, and by the addition of Article XI, Alcoholic Beverage Caterers:

SEE ATTACHED “**EXHIBIT A**” FOR THE COMPLETE TEXT OF SUB-SECTIONS AND ARTICLE XI, ALCOHOLIC BEVERAGE CATERERS

Article II.

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

Article III.

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

FIRST READING. This 7th day of JULY, 2020.

SECOND READING AND ADOPTED. This ___ day of AUGUST, 2020.

CITY OF MONROE, GEORGIA

By: _____ (SEAL)

John S. Howard, Mayor

Attest: _____ (SEAL)

Debbie Kirk, City Clerk

EXHIBIT A

CHAPTER 6 – ALCOHOLIC BEVERAGES

Sec. 6-8. - Licensing qualifications.

- (g) All licensed establishments must have and continuously maintain in Walton County, Georgia, a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. This person must be a resident of Walton County, or a licensed attorney practicing law that maintains an office in Walton County. The licensee shall file the name of such agent, along with the written consent of such agent, with the code enforcement officer and shall be in such form as he may prescribe.
- (j) The mayor and city council in its discretion may consider any extenuating circumstances which may reflect favorably or unfavorably on the applicant, application or the proposed location of the business. If in its judgment, circumstances are such that the granting of the license would not be in the best interests of the City or general public, such circumstances may be grounds for denying the application.
- (k) The mayor and city council shall have the right to examine, or cause to be examined, under oath, any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation or suspension has been served as provided by statute, and to examine or cause to be examined the books and records of any such applicant or licensee;

to hear testimony and take proof for his information in the performance of his duties, and for such purpose to issue subpoenas which shall be effective in any part of this state.

Sec. 6-11. - Fees enumerated.

License fees applicable to this chapter shall be as follows:

- (16) Alcoholic Beverage Caterer beer and wine license, \$1,000.00 per year.
- (17) Alcoholic Beverage Caterer distilled spirits License, \$1,000.00 per year.

Sec. 6-36. - Monroe Historic Downtown Entertainment District.

- (b) As used in this chapter, the term “Monroe Historic Downtown Entertainment District” shall be defined as: All that area of public space, streets, sidewalks, open areas, and all parcels and tracts of real property in the area of the City bound as follows: on the North by East Marable Street, on the South by Walker Street, on the West by Wayne Street, and on the East by Madison Avenue, including all parcels and tracts of real property that have road frontage on or touch any of the aforementioned boundary roads, also including all parcels that front on Broad Street between East Marable Street and Walker Street. The code enforcement officer shall maintain an official map of the Monroe Historic Downtown

Entertainment District in his office at all times.

Sec. 6-37. - Eligibility for issuance of a temporary special event license.

(a) A temporary license may be issued to any person, firm or corporation, for a period not to exceed three (3) days for any one (1) event for an approved special event. The person, firm or corporation must make application and pay the fee that may be required by this chapter and shall be required to comply with all the general ordinances and regulations for an on-premises consumption establishment with the exception of the full-service kitchen requirement. Said temporary licenses may be applied for and issued to any one (1) person, firm or corporation up to ten (10) times per calendar year. The applicant seeking a temporary license must also obtain a state-issued temporary special event permit. Applicants seeking a temporary license need not be licensed as an alcoholic beverage caterer pursuant to Article XI of this chapter.

Sec. 6-106. - Type of retail establishment where permitted.

No beer or wine shall be sold for consumption on the premises where sold except:

- (7) At a business establishment holding an on premises consumption license subject to and in compliance with the Volume/Sales Ratio requirement of the Monroe Historic Downtown Entertainment District as outlined in section 6-110.

Sec. 6-110. - Sales Volume Ratio for Select Businesses

- (a) Any business required to pay a business occupation tax that does not otherwise meet the criteria of section 6-106(1) and is located in the Monroe Historic Downtown Entertainment District, may obtain an on premises consumption license for malt beverages and wine subject to the following conditions:
 1. The sale of alcoholic beverages shall be clearly incidental to the primary business conducted on the premises.
 2. On Premises consumption licensees shall maintain at least sixty percent (60%) of their business volume from the sale of other merchandise or services, not including alcoholic beverages.
 3. No alcoholic beverages shall be served on Sunday.

Sec. 6-356. – Licensed Alcoholic Beverage Caterer Pouring.

A licensed Alcoholic Beverage Caterer, licensed by the state pursuant to O.C.G.A. § 3-11-1, *et seq.* may distribute and sell alcoholic beverages at a special events facility in the City so long as the licensed Alcoholic Beverage Caterer complies with all requirements of O.C.G.A. § 3-11-1, *et seq.* and the special events facility has first registered with the City pursuant to section 6-353 hereinabove.

Sec. 6-401. - License.

- (a) Any hotel as defined herein may provide in-room service of malt beverages and wine after obtaining a license for the

same in accordance with the terms of this article.

- (b) The sale of malt beverages and wine by in-room service shall be subject to all restrictions and limitations imposed by this chapter, and shall be authorized only on such days and only during such hours as the sale of alcoholic beverages is otherwise authorized.

Sec. 6-402 – In-Room Service.

- (a) For purposes of this chapter, "in-room service" consists of:
 - (1) The delivery of malt beverages and wine in unbroken packages by an employee of the hotel to a registered guest's room when such beverages have been ordered by the guest and when the guest shall be billed for the cost of such beverages at the time of delivery and when the sale of such beverages is completed at the time of delivery or,
 - (2) The provision of a cabinet, refrigerator, mini-bar or other facility located in a hotel's guest room which contains malt beverages or wine and which is accessible only to the guest and for which the sale of malt beverages or wine contained therein is final at the time requested except for a credit which may be given to the guest for any unused portion.

ARTICLE XI. – ALCOHOLIC BEVERAGE CATERERS

Sec. 6-701. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section,

except where the context clearly indicates a different meaning:

Alcoholic beverage caterer means any person licensed for the sale of alcoholic beverages by the State of Georgia and who possesses a license by a local government in the State of Georgia authorizing such person to sell and dispense alcoholic beverages by the drink in connection with an authorized catered function.

Authorized catered function means an event at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, served, sold and dispensed to persons present at the event, by the drink, pursuant to a permit obtained under this section.

Sec. 6-702. – License Requirements and Restrictions.

An Alcoholic Beverage Caterer, after properly obtaining a license to do so, may engage in the service and sell of malt beverages, wine or spiritous liquors by the drink at authorized catered functions as follows:

- (a) Licenses may be obtained for the purposes of selling or dispensing alcoholic beverages by the drink on premises on which authorized catered functions are to be held.
- (b) Such license may be obtained only by those persons, firms, or corporations with a valid local beverage alcohol license and a valid state retail dealer license.
- (c) Such licenses shall only authorize the Alcoholic Beverage Caterer to sell those alcoholic beverages for which he or she is licensed.

- (d) Before a licensed Alcoholic Beverage Caterer may sell, serve or dispense alcoholic beverages at any authorized catered function, such Alcoholic Beverage Caterer shall obtain an event permit from the City at least ten (10) business days prior to the event.
- (e) The application for an event permit shall include the name of the licensed Alcoholic Beverage Caterer, the Alcoholic Beverage Caterer’s license number, and the date, address and time of the event.
- (f) No event permit fee shall be charged for the Alcoholic Beverage Caterers licensed by the City.
- (g) For Alcoholic Beverage Caterers licensed by jurisdictions other than the City, a permit fee of \$250.00 per event shall be charged.
- (h) The event permit shall be good for the specific event at the specific address and times set forth in the application.
- (i) The event permit and a copy of the Alcoholic Beverage Caterer’s state and local licenses shall be kept in the vehicle used to transport alcoholic beverages to the event at all times during which the event permit is in effect.
- (j) Caterers licensed by the City or any other jurisdiction shall maintain records of alcoholic beverages transported for each event as may be required by state law.

Sec. 6-703. – Age Restrictions.

No licensed Alcoholic Beverage Caterer shall employ any person under twenty-one (21) years of age to dispense, serve, sell or handle alcoholic beverages at authorized catered functions.

Sec. 6-704. – Excise Taxes.

Excise taxes are imposed upon Alcoholic Beverage Caterers and shall be paid as required by this chapter and Georgia law.

Sec. 6-705. – State Law Compliance.

The licensed Alcoholic Beverage Caterer shall comply with all provisions set forth in this chapter and shall be subject to the restrictions found in O.C.G.A. § 3-11-4.

Sec. 6-706. – Investigative and administrative costs.

Each application seeking a license to sell alcoholic beverages as an Alcoholic Beverage Caterer shall be accompanied by a certified check for the full amount of the license or registration fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the \$250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license or registration under this article who has in existence at the time of making the new application an existing license or active registration under this article shall pay no investigative and administrative costs.

Sec. 6-707. – Timing of Sales or Consumption.

All sales of alcoholic beverages or consumption of alcoholic beverages at authorized catered events shall comply in all

respects to the time restrictions found in sections 6-84 and 6-108 herein.

Secs. 6-708—6-730. - Reserved.

Y:\Client Files\PLR\City of Monroe - 05.247.01\2020 Alcohol Ordinance update\2020.07.02 Alcohol Ord 2020 updates FINAL feat updated sections.docx

CHAPTER 6 – ALCOHOLIC BEVERAGES

ARTICLE I. - IN GENERAL

State Law reference— Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 *et seq.*; public drunkenness, O.C.G.A. § 16-11-41; furnishing alcoholic beverages to persons under 21 years of age, jurisdiction of municipal courts, O.C.G.A. § 36-32-10; driving under the influence of alcohol or drugs, O.C.G.A. § 40-6-391.

Sec. 6-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine as defined in this section.

Beer or *malt beverage* means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other product, or any combination of such products in water containing not more than fourteen percent (14%) alcohol by volume, and including ale, porter, brown, stout, lager, beer, small beer and strong beer. The term "malt beverage" does not include sake, known as Japanese rice wine.

Brewery means a large or industrial scale manufacturer of alcoholic malt beverages for the purpose of wholesale distribution. Such use must be connected to public water and sewer.

Brewpub means any restaurant in which malt beverages are manufactured, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36. Barrels of malt beverages sold to licensed wholesale dealers for distribution or to the public for consumption off the premises as authorized by State law shall not be used when determining the total annual gross food and beverage sales as required under this chapter.

Distilled spirits or *spirituous liquor* means any alcoholic beverage obtained by distillation or containing more than twenty-one percent (21%) alcohol by volume, including but not limited to, all fortified wines.

Distiller means a manufacturer of distilled spirits.

Distillery means a large or industrial scale manufacturer of alcoholic distilled spirits for the purpose of wholesale distribution. Such use must be connected to public water and sewer.

Eating establishment means any public place, including a place available for rental by the public, selling prepared food for consumption by the public on the premises with a full service kitchen. A full service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and refrigerator, all of which must be approved by the health and fire departments. An eating establishment will be prepared to serve food every hour they are open.

Fortified wine means any alcoholic beverage containing more than twenty-four percent (24%) alcohol by volume made from fruits, berries, or grapes, either by natural fermentation or by natural fermentation with

brandy added. Fortified wine includes, but is not limited to, brandy.

Governing authority means the mayor and council of the City of Monroe.

Growler means a reusable, resealable, and professionally sanitized glass jug used to transport malt beverages or wine for off-premises consumption that is not to exceed sixty-four (64) ounces and is filled with malt beverages or wine from a keg by a licensee, or an employee of a licensee, with a malt beverage and/or wine license for consumption off premises issued by the City of Monroe.

Hotel means any facility, or any portion of a facility, where a room, rooms or lodgings are furnished for value to any person, persons or legal entity, including a hotel, motel, inn, bed and breakfast, lodge, or any other place in which rooms, lodgings or accommodations are regularly furnished for value. For the purposes of this article, such hotel shall maintain a minimum of four (4) separate and distinct rooms available for hire. Motels and bed and breakfast establishments meeting the qualifications set out in this definition for hotels shall be classified in the same category as hotels.

Indoor commercial recreational establishment means and is limited to an establishment which:

- (1) Regularly serves prepared food, with a full service kitchen (a full service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open and deriving at least seventy percent (70%) of its total annual gross sales

from the sale of prepared meals or foods and recreation activities; and

- (2) Wherein the sale of food and alcoholic beverages is incidental to its primary enterprise and activity on the premises.

The primary activity on the premises of the indoor commercial recreational establishment shall be family-oriented in nature, generally meaning a use which attracts a range of individuals from all age groups. Uses may specifically include, but are not limited to, dinner theatres, bowling centers, and other similar uses. Outdoor commercial recreation is not included, nor shall concession sales of alcoholic beverages be permitted. Bingo parlors, dance halls, nightclubs, taverns, billiard parlors, video arcades, skating arenas, adult entertainment and/or sexually related entertainment activities, and similar uses are specifically excluded from this definition of indoor commercial recreational establishments.

Indoor publicly owned civic and cultural center means and is limited to publicly owned establishments in which:

The sale of food and alcoholic beverages are incidental to its primary enterprise and activity on the premises. Indoor publicly owned civic and cultural centers may include any publicly owned building or facility where events or functions are held for the purpose of recognizing and advancing the civic, cultural, artistic and entertainment interests of the City of Monroe.

License means an authorization granted by the City to operate as a retail consumption dealer, retail package dealer, or wholesale dealer or manufacturer as outlined under this chapter.

Licensee means the individual to whom a license is issued or, in the case of a

partnership, corporation or limited liability company, all partners, officers, and directors of the partnership, corporation or limited liability company.

Liter means a metric measurement currently used by the United States.

Manufacturer means any maker, producer, or bottler of an alcoholic beverage. The term "manufacturer" also means in the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits; in the case of malt beverage, any brewer.

Micro Brewery shall mean a manufacturer of malt beverages of up to fifteen thousand (15,000) barrels per year for the purpose of wholesale distribution of a majority of its product with incidental sales to the public either for on-site consumption or for package sales carryout not to exceed two hundred twenty-eight (288) ounces per person per day. Such use must be connected to public water and sewer. (No restaurant component).

Micro Distillery shall mean a producer of alcoholic distilled spirits of up to five hundred (500) barrels per year for the purpose of wholesale distribution with incidental retail sales to the public for on-site consumption. Such use must be connected to public water and sewer. (No restaurant component).

Package means a bottle, can, keg, barrel, or other original consumer container. Retail package alcoholic beverages shall include all alcoholic beverages in their original container, sold at retail to the final consumer, and not for resale.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, limited liability company

or other group or combination acting as a unit, body politic, or political subdivision, whether public, private, or quasipublic.

Retail consumption dealer means any person who sells alcoholic beverages for consumption on the premises, at retail, only to consumers and not for resale.

Retail package dealer means any person who sells unbroken packages, at retail, only to consumers and not for resale.

Special events facility means a facility that meets all of the following criteria:

- a. Is regularly available for use to public or private groups or persons for a fee;
- b. Regularly is rented for a fee for special occasions such as weddings, meetings, banquets, catered events, parties or similar gatherings;
- c. Is located within either the boundaries of the Downtown Development Authority of the City of Monroe, or the City of Monroe's Designated Historic Districts;
- d. Hosts a minimum of eighteen (18) events for a fee per calendar year;
- e. Consists of a minimum of one thousand (1,000) square feet of rentable meeting and/or event space;
- f. Has adequate and accessible restroom facilities.

Wholesaler or wholesale dealer means any person who sells alcoholic beverages to other wholesale dealers, to retail package dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than twenty-four percent (24%) alcohol made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. Wine includes, but is not

limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to the definition of wine contained in this section.

State Law reference— Similar provisions, O.C.G.A. § 3-1-2.

Sec. 6-2. - Penalties for violation of chapter.

Any person convicted of a violation of this chapter shall be punished as provided in section 1-11 of this Code of Ordinances, or otherwise as may be provided by applicable law.

Sec. 6-3. - Sale in the City; license a privilege.

- (a) Alcoholic beverages may be sold in the City only under a license granted by the city council upon the terms and conditions provided in this chapter.
- (b) All licenses in this chapter shall be a mere grant of privilege to carry on the business during the term of the license, subject to all terms and conditions imposed by this chapter and state law.
- (c) All licenses pursuant to this chapter shall have printed on the front these words: "This license is a mere privilege subject to be revoked and annulled, and is subject to any further ordinances which may be enacted."
- (d) Any holder of a license issued pursuant to this chapter is required to apply for and obtain an alcoholic beverage license

from the state before any sales commence. Additionally, City licensees are required to abide by all applicable state regulations and laws.

State Law reference— Permit or license from governing authority required for wholesale or retail sales of alcoholic beverages; due process guidelines; fingerprints, O.C.G.A. § 3-3-2.

Sec. 6-4. - Sale or possession for sale without license or beyond boundaries of premises covered by license.

It shall be unlawful for any person, corporation, partnership or other legal entity to sell, or possess for the purpose of sale at any business location any alcoholic beverage where the person does not have a license granted by the City to sell or possess for sale these alcoholic beverages, or to sell or make deliveries beyond the boundaries of the premises covered by the license.

State Law reference— Licenses, § 3-3-3; violation of criminal provisions of title, § 3-1-4; dealing in alcoholic beverages declared privilege, § 3-3-1.; jurisdiction of municipal courts, § 36-32-1 *et. seq.*

Sec. 6-5. - Separate application and separate license for each location of sale.

Separate applications must be made for each location and separate licenses must be issued.

Sec. 6-6. - Application forms.

- (a) All persons desiring to sell alcoholic beverages shall make application on the forms prescribed by the code enforcement officer.
- (b) The application shall include, but shall not be limited to, the name and address of the applicant; the proposed business to

be carried on; if a partnership, the names and residence address of the partners; if a limited liability company, the name and address of the manager(s) and the name of any person or legal entity owning at least twenty percent (20%) of the limited liability company; if a corporation, the names of the officers, the name and address of the registered agent for service of process, the name of the manager(s), and the name of all shareholders holding at least twenty percent (20%) of any class of corporate stock, or any other entity having a financial interest in each entity which is to own or operate the establishment for which a license is sought. If the manager changes, the applicant must furnish the code enforcement officer the name and address of the new manager and other information as requested within ten (10) days of such change.

- (c) All applicants shall furnish data, fingerprints, financial responsibility and other records as required by the code enforcement officer and to ensure compliance with the provisions of this chapter. Failure to furnish data pursuant to such request shall automatically serve to dismiss the application with prejudice.
- (d) All applications shall be sworn to by the applicant before a notary public or other officer empowered by law to administer oaths.
- (e) In all instances in which an application is denied under the provisions of this chapter the applicant may not reapply for a license for at least one (1) year from the final date of such denial.
- (f) The code enforcement officer shall provide written notice to any applicant whose application is denied under the provisions of this chapter. Such written notification shall set forth in reasonable detail the reasons for such denial and

shall advise the applicant of the right to appeal under the provisions of this chapter.

Sec. 6-7. - Withdrawal of application.

Any license application made pursuant to this chapter may be withdrawn by the applicant at any time. If the application is withdrawn before the license is issued, any sums deposited as license fees will be refunded. After issuance of the license, no refunds will be made. No refunds shall be made under any circumstances for investigative and administrative expenses required under this chapter.

Sec. 6-8. - Licensing qualifications.

- (a) No license for the sale of alcoholic beverages shall be granted to any person who is not a citizen of the United States or an alien lawfully admitted for permanent residence.
- (b) Where the applicant is a partnership, limited liability company or corporation, the provisions of this section shall apply to all its partners, officers, manager(s) and majority stockholders. In the case of a corporation, the license shall be issued jointly to the corporation and the majority stockholder, if an individual. Where the majority stockholder is not an individual, the license shall be issued jointly to the corporation and its agent registered under the provisions of this subsection. In the case of a partnership, the license will be issued to all the partners owning at least twenty percent (20%) of the partnership. If no partner owns twenty percent (20%) of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed. In the case of a limited liability company, the license will be issued jointly to the

limited liability company and manager(s).

- (c) No person, firm, limited liability company or corporation shall be granted any alcoholic beverage license unless it shall appear to the satisfaction of the city attorney that such person, manager(s), partners in the firm, or officers and directors of the corporation have not been convicted or pleaded guilty or entered a plea of nolo contendere to and have been released from parole or probation concerning any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer 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 within a period of ten (10) years immediately prior to the filing of such application. At the time an application is submitted for any alcoholic beverage license, the applicant shall, by a duly sworn affidavit, certify that neither the applicant, nor any of the other owners of the establishment, has been convicted or has pleaded guilty or entered a plea of nolo contendere to any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer 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 within a period of ten (10) years immediately prior to the filing of such application. Should any applicant,

partner, shareholder, manager or officer instrumental in the sale or dispensing of any alcoholic beverage, after a license has been granted, be convicted or plead guilty or nolo contendere to a crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer 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, the license issued hereunder shall be immediately revoked and cancelled.

- (d) No license for the sale of alcoholic beverages shall be granted to any person convicted under any federal, state or local law of any felony, within fifteen (15) years prior to the filing of application for such license.
- (e) No license for the sale of alcoholic beverages shall be granted to any person who has had any license issued under the police powers of the City previously revoked within two (2) years prior to the filing of the application.
- (f) The code enforcement officer may decline to issue a license when any person having any ownership interest in the operation of such place of business or control over such place of business does not meet the same character requirements as set forth in this section for the licensee.
- (g) All licensed establishments must have and continuously maintain in ~~the~~ [CityWalton County, Georgia](#), a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner

may be served. This person must be a resident of ~~the CityWalton County~~, or a licensed attorney practicing law that maintains an office in ~~the CityWalton County~~. The licensee shall file the name of such agent, along with the written consent of such agent, with the code enforcement officer and shall be in such form as he may prescribe.

(h) All applicants for any alcoholic beverage license must be of good character, and all operators, managers, clerks, or other employees shall be of like character. Corporate or firm applicants shall be of good business reputation.

(i) A license application may be denied to any applicant for any alcoholic beverage license where it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the application is intended to be a mere surrogate for a person or persons who would not otherwise qualify for a license for any reason whatsoever.

(j) The mayor and city council in its discretion may consider any extenuating circumstances which may reflect favorably or unfavorably on the applicant, application or the proposed location of the business. If in its judgment, circumstances are such that the granting of the license would not be in the best interests of the City or general public, such circumstances may be grounds for denying the application.

(k) The mayor and city council shall have the right to examine, or cause to be examined, under oath, any applicant for a local license or for a renewal thereof, or

any licensee upon whom notice of revocation or suspension has been served as provided by statute, and to examine or cause to be examined the books and records of any such applicant or licensee; to hear testimony and take proof for his information in the performance of his duties, and for such purpose to issue subpoenas which shall be effective in any part of this state.

State Law reference— Governing authority shall set forth ascertainable standards pertaining to the granting, refusal, suspension or revocation of alcoholic beverage permits or licenses, O.C.G.A. § 3-3-2.

Sec. 6-9. - Distance requirements.

(a) No person may sell any malt beverage or wine for off premises consumption in or within one hundred (100) yards of a church building, school, school grounds or college campus.

(b) Except for those licensees located in the Monroe Historic Downtown Entertainment District as defined herein, no person may sell any alcoholic beverage for on premises consumption in or within one hundred (100) yards of a church building, school, school grounds or college campus.

(c) As used in this section, the term "school building," "school," "school grounds" or "educational building" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools, universities and colleges of this state and which are public schools or private schools as

defined in O.C.G.A. § 20-2-690(b). The term "school building" and "educational building" includes only those structures in which instruction is offered. The term "school grounds" shall apply only to the parcel or parcels of land on which a school, school building or educational building is located.

- (d) The term "church building" as used in this section shall mean the main structure used by any religious organization for purposes of worship.
- (e) The requirements for minimum distance from a church building, located in a shopping center as defined by the latest Illustrated Book of Development Definitions (copyright 2004 by Rutgers) or in the Monroe Historic Downtown Entertainment District shall not apply to any new license for retail package sales.
- (f) For purposes of this section, distance shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:
 - (1) From the main physical entrance (i.e. the front door) of the establishment from which alcoholic beverages are sold or offered for sale;
 - (2) In a straight line, regardless of obstructions, to the nearest public sidewalk, walkway, street, road or highway by the nearest route;
 - (3) Along such public sidewalk, walkway, street, road or highway by the nearest route;
 - (4) To the main physical entrance (i.e. the front door) of the church building, school building or college campus.
- (g) No location which is licensed to sell alcoholic beverages on the effective date of the ordinance from which this section

is derived shall be denied continued operation under an existing license, or denied any renewal of such license, nor shall any new owner of the location be denied a new license based upon the measurements set forth in this section.

- (h) As to any location licensed in the future, if the distance requirements in this section are met at the time of issuance of any license, the subsequent opening and operation of a church or school within the distance prohibited herein shall not prevent the continuance of an existing license or the renewal thereof or the issuance of a new license to any subsequent owner of such property; provided, however, that the distance requirements herein shall not apply at any location for which a new license is applied for if the sale of alcoholic beverages was lawful at such location at any time during the six (6) months immediately preceding such application.

State Law reference— Sales of alcoholic beverages near churches, schools or college campus, O.C.G.A. § 3-3-21.

Sec. 6-10. - License fee scale.

Before a license shall be granted, the applicant therefor shall comply with all rules and regulations adopted by the mayor and city council regulating the sale of alcoholic beverages and each applicant shall pay a license fee in accordance with the scale fixed, from time to time, by the mayor and city council contained in section 6-11 and kept on file with the code enforcement officer.

Sec. 6-11. - Fees enumerated.

License fees applicable to this chapter shall be as follows:

- (1) Retail dealers of distilled spirits to be consumed on the premises, \$3,000.00 per year.
- (2) Retail dealers of beer and wine to be consumed on the premises, \$1,000.00 per year.
- (3) Retail dealers of beer and wine sold in original packages for consumption off the premises, \$2,000.00 per year.
- (4) Wholesale dealers in beer and wine, whose principal place of business is in the City, \$1,500.00 per year.
- (5) Wholesale dealers in distilled spirits whose principal place of business is in the City, \$2,000.00 per year.
- (6) Wholesale dealers in alcoholic beverages whose principal place of business is not in the City, \$100.00 per year.
- (7) Temporary license for nonprofit organizations, \$25.00 per day, maximum ten (10) days per year.
- (8) Temporary license for for-profit organizations, \$150.00 per day, maximum ten (10) days per year.
- (9) Non profit private club, beer and wine to be consumed on the premises, \$600.00 per year; Sunday sales, \$150.00 per year additional.
- (10) Non profit private club, distilled spirits to be consumed on the premises, \$600.00 per year; Sunday sales, \$150.00 per year additional.
- (11) Hotel-motel "in-room service," \$250.00 per year.
- (12) Distilleries or Micro-Distilleries, \$1,500.00 per year.

- (13) Breweries or Micro-Breweries, \$1,000.00 per year.
- (14) Brewpubs, \$750.00 per year.
- (15) Beer and Wine Amenities License, \$100.00 per year.

(16) Alcoholic Beverage Caterer beer and wine license, \$1,000.00 per year.

(17) Alcoholic Beverage Caterer distilled spirits License, \$1,000.00 per year.

Formatted: Normal, Justified, Indent: Left: 0.31", Hanging: 0.31"

Sec. 6-12. - Collection of fee or tax sums due.

If any person shall fail to pay any sums due under this chapter, the code enforcement officer or designee shall issue an execution against the person so delinquent and his property, for the amount of the delinquent fee or tax.

Sec. 6-13. - Transferability of license.

- (a) No license for the sale of alcoholic beverages shall be transferable, except as otherwise provided in this section.
- (b) In case of the death of a licensee, the establishment shall be allowed to continue to sell alcoholic beverages for a period of forty-five (45) days from the date of death or until expiration of the license or until approval of a new licensee, whichever shall first occur.
- (c) If a license is surrendered or a licensee severs his association with a licensed establishment, the establishment may continue to sell alcoholic beverages for a period of forty-five (45) days from the date of surrender, or from the date determined by the code enforcement officer to be the date of severance, provided a new application for a license

is made within ten (10) days of surrender or severance. Upon issuance of a new license, the authorization to sell under the previous license shall be revoked by operation of law. No additional license fees shall be required during the period for which the original license was issued.

- (d) Nothing in this section, however, shall prohibit one (1) or more of the partners of a partnership holding a license to withdraw from the partnership in favor of one (1) or more of the partners who were partners at the time of the issuance of the license. Further, this section shall not prohibit transfer of stock between persons who held stock in the corporation at the time of issuance of the license.
- (e) Except as provided in subsections (a) through (d) of this section, any change in the ownership of any entity holding a license hereunder shall cancel and revoke any license pursuant to this chapter automatically, without the necessity of any hearing.
- (f) Violation of this section shall result in revocation of the license being used and subject the license holders to penalties as outlined in section 6-2. No license will be issued to the old or the new owner in the city for one (1) year from the date of any such violation.
- (g) Should a licensee make application to the code enforcement officer for a transfer of location and should such a transfer of a location be approved, with no change of ownership of the business, the license fee paid for the previous license shall be applied to the new location. Each applicant for a transfer of location shall pay a transfer fee in the amount of \$300.00.

Sec. 6-14. - Display of license at place of business.

The City alcoholic beverage license shall at all times be kept plainly exposed to view to the public at the place of the business of the licensee.

Sec. 6-15. - Expiration; renewal of license.

All licenses granted hereunder shall be for the calendar year and shall expire automatically every December 31 of each calendar year. The full license fee must be paid for a license application filed prior to July 1 of the license year. One-half (1/2) of a full license fee shall be paid for any license application filed after July 1 of the license year, except for applications for temporary licenses under section 6-11 (7) and section 6-11 (8), which shall not be reduced.

Sec. 6-16. - Automatic license forfeiture for nonuse.

Any holder of any license hereunder who shall for a period of three (3) consecutive months after the license has been issued cease to operate the business and sale of the product or products authorized shall after the said three-month period automatically forfeit the license without the necessity of any further action.

Sec. 6-17. - Suspension or revocation of license.

- (a) A license may be suspended or revoked by the code enforcement officer where the licensee furnishes fraudulent or untruthful information in the application for a license and for failure to pay all fees, taxes or other charges imposed under the provisions of this chapter.
- (b) Whenever the State shall revoke any permit or license to sell alcoholic beverages, the City license issued hereunder shall thereupon be automatically revoked. The chief of police, upon notice of this revocation

from the code enforcement officer, shall take the necessary steps to see that signs are removed and that all alcoholic beverage sales cease.

- (c) Any licensed establishment that is found to be in violation of section 6-38 or 6-41 shall be subject to immediate license revocation.
- (d) The code enforcement officer shall revoke the license of any licensee whose license has been suspended two (2) or more times in any consecutive twelve-month period.
- (e) The code enforcement officer shall revoke the license for any premises where alcoholic beverages have been sold or distributed during a period of suspension.
- (f) The code enforcement officer may suspend or revoke the license of any establishment which does not meet the licensing qualifications set forth in this chapter at any time such knowledge becomes known to him.
- (g) An act or omission of a licensee, owner of more than twenty percent (20%) interest in the licensed establishment, or employee of the licensee or licensed establishment willingly or knowingly performed which constitutes a violation of federal or state law relating to alcoholic beverages or of any provision of this chapter, will subject the licensee to suspension or revocation of its license in accordance with the provisions of this chapter, when the code enforcement officer determines to his own satisfaction that the act or omission did occur, regardless of whether any criminal prosecution or conviction ensues; provided, however, in the case of an employee, the code enforcement officer must determine that the acts of the employee were known to or under

reasonable circumstances should have been known to the licensee, were condoned by the licensee, or where the licensee has not established practices or procedures to prevent the violation from occurring.

- (h) Whenever it can be shown that a licensee under this chapter no longer maintains adequate financial responsibility upon which issuance of the license was conditioned, or whenever the licensee has defaulted in any obligation of any kind whatsoever, lawfully owing to the City, the license shall be revoked.
- (i) Wherever this chapter permits the code enforcement officer to suspend any license issued under this chapter but does not mandate the period of such suspension, such discretion shall be exercised within the guidelines of this subsection.
 - (1) No suspension shall be for a period of time longer than the time remaining on such license.
 - (2) The following factors shall be considered on any revocation or suspension as set out above:
 - (a) Consistency of penalties mandated by this chapter and those set by the code enforcement officer.
 - (b) Likelihood of deterring future wrongdoing.
 - (c) Impact of the offense on the community.
 - (d) Any mitigating circumstances or remedial or corrective steps taken by the licensee.
 - (e) Any aggravating circumstances or failure by the licensee to take remedial or corrective steps.

Sec. 6-18. - Hearings.

- (a) No license shall be denied, suspended or revoked without the opportunity for a hearing as hereinafter provided.
- (b) The code enforcement officer shall provide written notice to the applicant or licensee of the order to deny, suspend or revoke the license. Such written notification shall set forth in reasonable detail the reasons for such action and shall notify the applicant or licensee of the right to appeal under the provisions of this chapter. Any applicant or licensee who is aggrieved or adversely affected by a final action of the code enforcement officer may have a review thereof by appeal to the mayor and city council. Such appeal shall be by written petition, filed in the office of the code enforcement officer within fifteen (15) days after the final order or action of the code enforcement officer and, in order to defray administrative costs, must be accompanied by a filing fee of Fifty Dollars (\$50.00). The code enforcement officer, at his discretion, may waive or reduce the filing fee amount if it is determined the fee would create a hardship on the individual filing said appeal. The mayor and city council may, at the request of the appellant, refund the filing fee by a majority vote.
- (c) The mayor and city council shall determine all issues under this appeal process by a majority vote. Should the mayor and city council be unable to reach a decision by majority vote, the action taken by the code enforcement officer shall be upheld automatically.
- (d) A hearing shall be conducted on each appeal within forty-five (45) days of the date of filing with the code enforcement officer unless a continuance of such date is agreed to by the appellant and the code

enforcement officer. The appellant at such hearing shall have the right to be represented by an attorney, at the expense of the appellant, and to present evidence and cross examine witnesses. Should the appellant desire an official transcript of the appeal proceedings, then such request must be made at least three days prior to such hearing. The appellant shall have the burden of proof on any such appeal. Before hearing an appeal, each member of the city council shall sign an affidavit to be part of the record that he is not related to any owner of the licensed establishment in question in the appeal being considered and that he has no financial interest in the outcome of the appeal. Should any council member be unable to sign such an affidavit, that member shall not serve on that appeal and the case shall be heard by the remaining members of the city council.

- (e) The findings of the mayor and city council shall be forwarded to the code enforcement officer within fifteen (15) days after the conclusion of the hearing, and it shall be the duty of the code enforcement officer to notify the appellant of the decision of the mayor and city council.
- (f) The findings of the city council shall be final unless appealed within thirty (30) days of the date of said finding by writ of certiorari to the Superior Court of Walton County pursuant to O.C.G.A. § 5-4-3.

Sec. 6-19. - Notice.

For the purpose of this chapter, notice shall be deemed delivered three (3) days after the date of deposit to the United States Postal Service by certified mail or statutory overnight delivery.

Sec. 6-20. - Advertising; location requirements; signs.

- (a) Except for those licensees located in the Monroe Historic Downtown Entertainment District, signs or displays advertising, promoting the use of, or otherwise related to alcoholic beverages in any manner aside from that described in subsection (c) of this section may not be placed in exterior windows for view from the public right-of-way.
- (b) Except for those licensees located in the Monroe Historic Downtown Entertainment District no licensee shall use signs or any other visible means of advertising the sale of alcoholic beverages on the outside of the building in which the business of the licensee is located.
- (c) Any on premises consumption licensee under this chapter shall be permitted to use and advertise the words "your favorite beverages served" or an equivalent phrase to advertise that alcoholic beverages by the drink may be purchased at that licensed business establishment.
- (d) Any and all signage permitted hereunder must be displayed in compliance with the City of Monroe Zoning Ordinance as currently enacted or hereafter amended.
- (e) The exterior of each building in which alcoholic beverages are sold shall contain sufficient lighting so that all sides of the building and all entrances thereto are clearly visible at all times when the premises are open for business.

Sec. 6-21. - Audits of licensees.

- (a) If the code enforcement officer deems it necessary to conduct an audit of the

records and books of the licensee, he shall notify the licensee of the date, time and place of the audit. The code enforcement officer may designate the City's internal auditor or other designated person to perform any audit authorized in this chapter. The licensee shall cooperate with the audit or forfeit any license(s) issued under this chapter.

- (b) All licensed establishments must maintain the following records for a three-year period and make them available for audit at the licensed premises:
 - (1) Monthly income or operating statements;
 - (2) Daily sales receipts showing liquor, beer, wine and food sales separately (this requirement does not apply to package beer and wine licensees);
 - (3) Daily cash register receipts such as Z tapes or guest tickets;
 - (4) Monthly state sales and use tax reports;
 - (5) Federal income tax returns with all Form 1099s and W-2s.

Sec. 6-22. - Retailer to purchase from licensed wholesaler only.

- (a) No retailer shall purchase alcoholic beverages from any person other than a wholesaler licensed under this chapter. No wholesaler shall sell any alcoholic beverage to anyone other than a retailer licensed under this chapter; provided, however, that this section shall not prohibit the purchase by one retailer of another retailer's entire stock in a bona fide purchase of an ongoing business.
- (b) The code enforcement officer or his designee may request, from time to time, information concerning purchases and

sales of alcoholic beverages from retailers and wholesalers.

Sec. 6-23. - Retail consumption dealers to store inventory only on premises.

No retail consumption dealer licensed under this chapter shall keep any alcoholic beverages at any place except the licensed place of business. No retail consumption dealer shall be permitted to enter into any type of arrangement whereby alcoholic beverages owned by a licensee are stored by a licensed wholesaler.

Sec. 6-24. - Bring your own bottle (brown bagging) prohibited.

Except where allowed in this chapter in regard to corkage services in section 6-109 and special event facilities in article VII, no person shall bring his or her own alcoholic beverage, into any establishment either licensed or unlicensed to serve alcoholic beverages.

Sec. 6-25. - Addition to contents of alcoholic beverages prohibited.

No one shall add to or permit the adding to any alcoholic beverage or refill any alcoholic beverage manufacturer's container in any manner.

Sec. 6-26. - Poured alcohol to be transported by employees.

Poured alcoholic beverages will be transported from point of dispensing to the customer by certified employees only.

Sec. 6-27. - Licensees to maintain a copy of this chapter; employees to be familiar with terms; licensee responsible for violations.

Each licensee licensed under this chapter shall keep a copy of this chapter in the licensed premises and shall instruct any person working there with respect to the

terms, conditions and requirements of this chapter; and each licensee, the licensee's agents and employees selling alcoholic beverages shall at all times be familiar with the terms of this chapter.

Sec. 6-28. - Employment of underage persons prohibited; exceptions.

- (a) No person shall allow or require a person in his employment under eighteen (18) years of age to dispense, serve, sell, or take orders for any alcoholic beverage.
- (b) The provisions of this section shall not prohibit persons under eighteen (18) years of age who are employed in supermarkets or convenient stores from selling or handling alcoholic beverages which are sold for consumption off the premises.

Sec. 6-29. - Failure to require and properly check identification.

It shall be a violation of this chapter not to require and properly check identification to ensure an underage person is not sold, served, or permitted to have in his possession, alcoholic beverages while in a licensed establishment. The term "identification" in this section shall mean any document issued by a governmental agency containing a description of the person, such person's photograph, and giving such person's date of birth and shall include, without being limited to, a passport, military ID card, driver's license or state department of public safety ID card.

Sec. 6-30. - Prohibited Actions of Licensees; Penalties.

- (a) No licensee or employee of a licensee under this chapter, shall do any of the following upon the licensed premises:

- (1) Sell or offer to sell any distilled spirits, wines, malt beverages, or any other alcoholic beverage to any person under the age of twenty-one (21) years.
- (2) Sell or offer to sell any alcoholic beverages to any person who is noticeably intoxicated whose intemperate habits are known to the licensee or his employees.
- (3) Sell alcoholic beverages upon the licensed premises or permit alcoholic beverages to be consumed thereon, on any day or at any time when the sale or consumption is prohibited by law.
- (b) No person who holds a license to sell alcoholic beverages by the drink shall allow any minors to be in, frequent or loiter about the licensed premises of the establishment unless such minors are accompanied by a parent, legal guardian, or custodian; provided, however, that such minors shall be permitted in eating establishments, indoor commercial recreational establishments, or private clubs as defined in this chapter without being accompanied by a parent, legal guardian, or custodian and provided further that this section shall not apply to minors who are employees under this chapter.
- (c) Any licensed establishment where two (2) or more violations of this section, or O.C.G.A. § 3-3-23 have occurred within any 24-month period shall be punished as follows:
 - (1) For the second violation within any 24-month period, suspension of said license(s) for a period not to exceed ninety (90) days.

- (2) For the third and any subsequent violation within any 24-month period, suspension of license(s) for a period not to exceed one (1) year.

State Law reference— Furnishing to, purchase of, or possession by persons under twenty-one (21) years of age of alcoholic beverages; use of false identification; proper identification for sale of alcoholic beverages; dispensing, serving, etc., of alcoholic beverages by persons under twenty-one (21) years of age in the course of employment; seller's duty to request proper identification, O.C.G.A. § 3-3-23.

Sec. 6-31. - Purchase or possession of alcoholic beverages by underage persons.

Except as otherwise authorized by law:

- (a) No person under twenty-one (21) years of age shall purchase, attempt to purchase, or knowingly possess any alcoholic beverage;
- (b) No person under twenty-one (21) years of age shall misrepresent such person's age in any manner whatsoever for the purpose of obtaining illegally any alcoholic beverage;
- (c) No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under twenty-one (21) years of age; and,
- (d) No person under twenty-one (21) years of age shall misrepresent his identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.

State Law reference— Similar provisions, O.C.G.A. § 3-3-23.

Sec. 6-32. - Regulations as to employees and managers.

The following regulations shall apply to all establishments holding a license for consumption of alcoholic beverages on the premises:

- (a) Any licensee for consumption on the premises shall require all persons employed as managers, servers, bartenders, doorpersons, or any other employee, agent or subcontractor with the responsibility for handling, serving, mixing or dispensing alcoholic beverages to obtain a server certification with proper training from a third party vendor approved by the City no later than three (3) days after commencement of his or her employment. The licensee or the employee of the licensee shall pay a fee as provided for by the third party vendor for such server certification.
- (b) The City may select one or more designated third party vendors approved for the issuance of server certifications. A list of designated vendors shall be kept by and made available to licensees by the code enforcement officer.
- (c) Any person who has been convicted of a violation of any law, ordinance or regulation governing the sale of alcoholic beverages, a violent crime or possession of illegal drugs in the three (3) years immediately preceding the date of the certification shall not be eligible to receive a server certification.
- (d) Only those persons maintaining a valid server certification required herein shall be permitted by a

licensee to dispense, pour, mix or otherwise handle any alcoholic beverage on behalf of said licensee. Licensees found to be in violation of this section shall be subject to penalties as set forth in section 6-2.

- (e) All licensees shall maintain on the licensed premises a written log of all employees, a copy of a government issued photo identification of each employee and proof of the server certification required for each employee. Upon the request of a City of Monroe police officer, the city marshal or code enforcement officer, the licensee or manager on duty must present a manifest indicating employees on duty required to hold such certification. Such records and manifests may also be kept by a third party vendor who shall provide access to the server certifications to the City upon request.
- (f) All persons required to maintain server certification under this section shall keep proof of the same on their person at all times while working in any licensed establishment and shall display the same upon the request of any police officer or code enforcement official of the City.
- (g) Any person required to maintain server certification under this section who is cited for a violation of this chapter or any state law governing dispensing of alcohol and who either enters a plea of guilty or nolo contendere or is convicted of such violation shall no longer be eligible for server certification for a period of three (3) years from the date of said plea or conviction.

Sec. 6-33. - Open area and patio sales.

- (a) Alcoholic beverage sales can be made by a licensed on-premises consumption establishment in a patio/open area type environment if the establishment has been approved to do so by the code enforcement officer.
- (b) The patio/open area shall be enclosed by some structure or stanchions providing for public ingress/egress only through the main licensed premises. The purpose of this requirement is to prevent a customer from leaving the outside sales area with an open drink without the licensee's knowledge.
- (c) The height of such structure shall be a minimum of three (3) feet above ground level. It does not have to be solid nor does it have to restrict visibility into or out of the patio/open sales area. It must be permitted and approved by the code enforcement officer or his designee.
- (d) The only exit from this type area is to be through the licensed establishment's main premises and through an approved fire exit, not for general public use unless an emergency exists.
- (e) If a licensee desires a patio/open sales area inside an existing structure, plans will be reviewed and approved on an individual basis by the code enforcement officer. Interior type patio/open sales areas must also meet the requirements of the City's development and fire codes.
- (f) Nothing contained in this section shall prohibit a hotel or motel with an on the premises consumption license from making sales and allowing consumption of alcoholic beverages in ballrooms, meeting rooms, reception rooms, or patio areas of such hotel or motel, provided such functions are catered in connection with a meeting, conference, convention or similar type gathering at

such hotel or motel. "Patio areas," as that term is used in this subsection, do not have to conform to the standards in this section.

Sec. 6-34. - No consumption outside premises.

- (a) Except as otherwise permitted in this chapter, it is prohibited for customers to leave a licensed premises with open alcoholic beverages, and it is the licensee's responsibility to ensure that no open beverages are sold and carried out. However, nothing in this section shall be construed to prohibit the carrying out of alcoholic beverages for consumption at a publicly owned or privately owned golf course.
- (b) Except as otherwise permitted in this chapter, it is prohibited for customers to gather outside an alcoholic beverage establishment and consume alcoholic beverages.
- (c) Except as otherwise permitted in this chapter, it is prohibited for the manager or any employee to allow persons to gather outside an alcoholic beverage establishment and consume alcoholic beverages.
- (d) Notwithstanding any other contrary provision of law, any eating establishment which is licensed to sell alcoholic beverages for consumption on the premises may permit a patron to remove one unsealed bottle of wine per patron for consumption off premises, if the patron has purchased a meal and consumed a portion of the bottle of wine which has been purchased on the premises with such meal. A partially consumed bottle of wine that is to be removed from the premises must be securely resealed by the licensee or its employees before removal from the premises. The partially consumed bottle

of wine shall be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently opened or tampered with, and a dated receipt for the bottle of wine and meal shall be provided by the licensee and attached to the container. If transported in a motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

Sec. 6-35. - Specifications of premises.

No alcoholic beverage license shall be issued to any person unless the building in which the business will be located is complete and detailed plans of the building and outside premises are attached to the application, or unless proposed plans and specifications and a building permit of a proposed building to be built are attached to the application. The completed building or the proposed building shall comply with ordinances of the City, regulations of the state revenue commissioner and the State. The proposed building shall also be subject to final inspection and approval when completed by the code enforcement officer and the fire department. Each building in which the business will be located shall contain sufficient lighting so that the building itself and the premises on all sides of the building are readily visible at all times from the front of the street on which the building is located so as to reveal all of the outside premises of such building. Each applicant for an alcoholic beverage license shall attach to the application evidence of ownership of the building or proposed building, or a copy of the lease if the applicant is leasing the building. All premises for which an alcoholic beverage license shall be issued shall afford therein adequate sanitary and accessible toilet

facilities available for use by the public and shall be adequately illuminated so that all hallways, passage ways and open areas may be clearly seen by the customers therein.

Sec. 6-36. - Monroe Historic Downtown Entertainment District.

(a) The provisions of this section are intended to set forth certain exceptions and provisions applicable only to licensees whose establishments are located within the Monroe Historic Downtown Entertainment District (as hereinafter defined) holding licenses to sell alcoholic beverages for consumption on the premises. Except as specifically set forth in this section to the contrary, all such licensees remain subject to all other provisions of this chapter.

(b) As used in this chapter, the term “Monroe Historic Downtown Entertainment District” shall be defined as: All that area of public space, streets, sidewalks, open areas, and all parcels and tracts of real property in the area of the City located in the currently existing boundaries of the Downtown Development Authority and bound as follows: on the North by East and West Marable Streets, on the South by 2nd and Mill Streets, on the West by Jackson Street, and on the East by Madison Avenue, including all parcels and tracts of real property that have road frontage on or touch any of the aforementioned boundary roads. The code enforcement officer shall maintain an official map of the Monroe Historic Downtown Entertainment District in his office at all times.
~~As used in this chapter, the term “Monroe Historic Downtown Entertainment District” shall be defined as: All that area of public space, streets, sidewalks, open areas, and all parcels and tracts of real property in the area of the City bound as follows: on the North~~

~~by Bold Springs Avenue, on the South by Davis East Marable Street, on the South by Walker Street, on the West by Wayne Street, and on the East by Madison Avenue, and on the West by Wayne Street, including all parcels and tracts of real property that have road frontage on Wayne or touch any of the aforementioned boundary roads, also including all parcels that front on Broad Street between East Marable Street and Walker Street. The code enforcement officer shall maintain an official map of the Monroe Historic Downtown Entertainment District in his office at all times.~~

(c) Outside consumption of alcoholic beverages by the drink shall be permitted within the Monroe Historic Downtown Entertainment District under the following conditions:

- (1) Any licensee who desires to sell alcoholic beverages for outside consumption within the Monroe Historic Downtown Entertainment District must possess an alcoholic beverage license for on premises consumption in good standing with the City of Monroe and the State of Georgia.
- (2) Any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense alcoholic beverages in a clear plastic cup with the City’s approved logo and name imprinted thereon for consumption outside of the premises. Dispensing beer and/or wine in a can, bottle, or glass container for consumption outside in the designated area(s) is prohibited. Said clear plastic cups shall be purchased from the code enforcement officer or his designee

at prices established by the city administrator.

- (3) No establishment shall dispense to any person more than one (1) drink at a time for consumption outside of the premises within the Monroe Historic Downtown Entertainment District.
- (4) No container in which an alcoholic beverage is dispensed for consumption in the designated area(s) shall exceed twenty (20) fluid ounces in size.
- (5) No alcoholic beverages shall be sold and/or consumed outside and within the Monroe Historic Downtown Entertainment District except within the authorized hours of sale of the establishment where purchased.
- (6) Food must be served during any period of time that alcoholic beverages are served. A licensed establishment shall always maintain the correct ratio of food to alcoholic beverage sales.

(d) Outside consumption of alcoholic beverages by the drink by residents living in the Monroe Historic Downtown Entertainment District shall be permitted within the Monroe Historic Downtown Entertainment District under the following conditions:

- (1) Residents living in the Monroe Historic Downtown Entertainment District shall be permitted to purchase clear plastic cups with the City’s approved logo and name imprinted thereon for personal use and outside consumption of alcoholic beverages within the Monroe Historic Downtown Entertainment District.

- (2) Said clear plastic cups shall be purchased at prices established by the city administrator.
 - (3) No resident shall be in possession of more than one (1) drink contained in an approved clear plastic cup at any given time while partaking in outside consumption in the Monroe Historic Downtown Entertainment District.
 - (4) No resident shall be in possession of a drink contained in an approved clear plastic cup outside of the authorized hours of sale under this chapter within the Monroe Historic Downtown Entertainment District.
 - (5) All other rules of general applicability of this Section shall apply to residents of the Monroe Historic Downtown Entertainment District using clear plastic cups for personal use.
- (e) The following additional regulations shall apply to the Monroe Historic Downtown Entertainment District:
- (1) The possession of any open can, bottle, or glass container of alcoholic beverages for outside consumption within the Monroe Historic Downtown Entertainment District is prohibited.
 - (2) The possession of any container of alcoholic beverages for outside consumption within the Monroe Historic Downtown Entertainment District exceeding twenty (20) ounces is prohibited.
- (f) Nothing in this section shall relieve licensees from complying with all other provisions of this chapter and state law.
- Sec. 6-37. - Eligibility for issuance of a temporary special event license.**
- (a) A temporary license may be issued to any person, firm or corporation, for a period not to exceed three (3) days for any one (1) event for an approved special event. The person, firm or corporation must make application and pay the fee that may be required by this chapter and shall be required to comply with all the general ordinances and regulations for an on-premises consumption establishment with the exception of the full-service kitchen requirement. Said temporary licenses may be applied for and issued to any one (1) person, firm or corporation up to ten (10) times per calendar year. The applicant seeking a temporary license must also obtain a state-issued temporary special event permit. [Applicants seeking a temporary license need not be licensed as an alcoholic beverage caterer pursuant to Article XI of this chapter.](#)
 - (b) The special event must meet the following criterion prior to the issuance of a license to sell alcoholic beverages:
 - (1) The special event must receive approval from the city police department on crowd control and security measures.
 - (2) The special event must receive approval from the city department of transportation, traffic operations section, on traffic control measures.
 - (3) The location at which the special event is to take place must be properly zoned and approved by the code enforcement officer.
 - (4) The premises at which the special event is to take place must be approved by the code enforcement officer.
 - (c) At least one (1) employee or volunteer of the special event licensee, working the

special event in any position dispensing, selling, serving, taking orders or mixing alcoholic beverages shall be required to obtain a sever certification pursuant to section 6-32 for the special event.

- (d) The code enforcement officer or the chief of police or his designee may immediately revoke any temporary license for a special event if it is determined continued alcohol sales may endanger the health, welfare or safety of the public.
- (e) As a condition on the issuance of a temporary special event license, the licensee shall indemnify and hold the City harmless from any and all claims, demands or causes of action which may arise from activities associated with the special event.

Sec. 6-38. - Solicitation prohibited.

No retail consumption dealers licensed under this chapter shall require, permit, suffer, encourage, or induce any employee or person to solicit in the licensed premises for himself, or for any person other than the patron and guest of the patron, the purchase by the patron of any drink, whether alcoholic beverage or nonalcoholic beverage or money with which to purchase the beverage; nor shall any licensee pay a commission or any other compensation to any person frequenting his establishment or to his agent or manager to solicit for himself or for others, the purchase by the patron of any drink, whether alcoholic beverage or nonalcoholic beverage or money with which to purchase the beverage.

Sec. 6-39. - Inspection of licensed establishments by the police department.

Sworn officers of the police department and the code enforcement officer or his designee shall have the authority to inspect establishments licensed under this chapter

during the hours in which the premises are open for business. These inspections shall be made for the purpose of verifying compliance with the requirements of this chapter and state law. This section is not intended to limit the authority of the code enforcement officer or any other city officer to conduct inspections authorized by other provisions of this code.

Sec. 6-40. - Establishment can be closed in cases of emergency.

The mayor, code enforcement officer or the chief of police, or their designee, may immediately close an establishment licensed under this chapter in case of emergency, for the safety of the public or to investigate a crime, for a period of time not to exceed twenty-four (24) hours.

Sec. 6-41. - Types of entertainment, attire and conduct prohibited.

- (a) *Preamble and purpose.*
 - (1) Based upon the experiences of other counties and municipalities, including, but not limited to, Atlanta and Fulton County, Georgia; DeKalb County, Georgia; Gwinnett County, Georgia; Austin, Texas; Seattle and Renton, Washington; New York, New York; Los Angeles, California; and Ft. Lauderdale and Palm Beach, Florida, which experiences the city council believes are relevant to the problems faced by the City and based upon the evidence and testimony of the citizens and experts who have appeared before such bodies, the city council takes note of the notorious and self-evident conditions attendant to the commercial exploitation of human sexuality, which do not vary greatly

among generally comparable communities within our country.

- (2) Moreover, it is the finding of the city council that public nudity and semi-nudity, under certain circumstances, particularly circumstances relating to the sale and consumption of alcoholic beverages in so-called "nude bars" or establishments offering so-called "nude entertainment" or "erotic entertainment" begets criminal behavior and tends to create undesirable community conditions. Among the acts of criminal behavior identified with nudity and alcohol are disorderly conduct, prostitution, and drug trafficking and use. Among the undesirable community conditions identified with nudity and alcohol are depression of property values in the surrounding neighborhoods, increased expenditure for and allocation of law enforcement personnel to preserve law and order, increased burden on the judicial system as a consequence of the criminal behavior hereinabove described, and acceleration of community blight by the concentration of such establishments in particular areas. Therefore, the limitation of nude or semi-nude conduct in establishments licensed to sell alcohol for consumption on the premises is in the public welfare and is a matter of governmental interest and concern to prevent the occurrence of criminal behavior and undesirable community conditions normally associated with establishments which serve alcohol and also allow and/or encourage nudity or semi-nudity.

(b) *Prohibited activities.* Any establishment licensed under the provisions of this chapter is prohibited from permitting or engaging in the following activities:

- (1) The employment or use of any person, in any capacity, in the sale or service of alcoholic beverages while such person is unclothed or in such attire, costume or clothing as to expose to view any portion of the female breast below the top of the areola or any portion of the pubic hair, anus, cleft of the buttocks, vulva or genitals;
- (2) Live entertainment which provides or features nude or semi-nude or erotic dancing, or the performance of obscene acts which simulate:
 - a. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;
 - b. The touching, caressing or fondling of the breast, buttock, anus or genitals; or
 - c. The displaying of the pubic hair, anus, vulva or genitals;
- (3) The showing of any film, still pictures, electronic reproduction or other visual reproductions depicting any of the acts described in subsection (b)(2) of this section, which are obscene under state law; or
- (4) The holding, promotion or allowance of any contest, promotion, special night or any other activity where patrons of the licensed establishment are encouraged or allowed to engage in

any of the above-prohibited conduct.

- (c) *Mainstream activity excluded.* Notwithstanding the prohibitions in subsection (b) of this section, nothing in this chapter shall or is intended to apply to theatrical or motion picture performance houses, museums, or the like where the consumption or service of alcohol is not a primary purpose or mainstream activity of such establishment.

Secs. 6-42—6-80. - Reserved.

ARTICLE II. - RETAIL SALES OF DISTILLED SPIRITS FOR CONSUMPTION ON THE PREMISES

State Law reference— Retail sales of distilled spirits by the drink, O.C.G.A. § 3-4-90 *et. seq.*

Sec. 6-81. - Locations where permitted.

No distilled spirits may be sold by the drink for consumption on the premises where sold except:

- (1) In eating establishments regularly serving prepared food, with a full service kitchen. A full service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments. Such eating establishment will regularly serve food every hour they are open and derive at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of distilled spirits.
- (2) In indoor commercial recreation establishments.

- (3) In an indoor publicly owned civic and cultural center deriving at least seventy percent (70%) of its total annual gross sales from operational activities other than alcohol sales.
- (4) At a publicly or privately owned golf course.
- (5) In public stadiums, coliseums or auditoriums.
- (6) Otherwise as permitted in this chapter (*i.e.* private clubs, hotel-motel in room service, etc.).

Sec. 6-82. - Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the applicant is denied a license, the deposit representing the license fee shall be refunded; but the \$250.00 cost paid for investigation and administrative costs shall be retained. However, any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

Sec. 6-83. - Advertising in official gazette of county.

A notice of each application to sell distilled spirits by consumption shall be advertised in the official gazette of the county, once a week for two (2) weeks

immediately preceding consideration of the application.

Sec. 6-84. - Hours and days of sale.

- (a) Distilled spirits shall not be sold for consumption on the premises except between the hours of 9:00 a.m. until 1:55 a.m. Monday through Saturday.
- (b) Distilled spirits shall not be sold for consumption at any time in violation of state law or any local ordinance or regulation or of any special order of the mayor and city council.
- (c) The sale of distilled spirits for consumption on the premises is permitted on Sundays from 11:00 a.m. until 12:00 midnight in the following establishments provided a Sunday sales license has been obtained:
 - (1) Any licensed establishment which derives at least fifty percent (50%) of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served;
 - (2) Any licensed establishment which derives at least fifty percent (50%) of its total annual gross income from the rental of rooms for overnight lodging;
 - (3) Any publicly owned civic and cultural center deriving at least seventy percent (70%) of its total annual gross sales operational activities other than alcohol sales; or
 - (4) A public stadium, coliseum or auditorium.
 - (5) A publicly or privately owned golf course.
 - (6) Otherwise as specifically permitted in this chapter.

- (d) Distilled spirits may be sold for consumption on the premises from 12:00 midnight to 1:55 a.m. on any Monday which is New Year's Day, January 1, of any year.

Secs. 6-85—6-105. - Reserved.

ARTICLE III. - RETAIL SALES OF MALT BEVERAGES AND WINE FOR CONSUMPTION ON THE PREMISES

Sec. 6-106. - Type of retail establishment where permitted.

No beer or wine shall be sold for consumption on the premises where sold except:

- (1) In eating establishments having a full service kitchen (a full service kitchen will consist of a three-compartment sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open.
- (2) In indoor commercial recreation establishments.
- (3) In an indoor publicly owned civic and cultural center deriving at least seventy percent (70%) of its total annual gross sales from operational activities other than alcohol sales.
- (4) At a publicly or privately owned golf course.
- (5) At a public stadium, coliseum or auditorium.
- (6) At a business establishment holding an Amenities License pursuant to section 6-111.

(7) At a business establishment holding an on premises consumption license subject to and in compliance with the Volume/Sales Ratio requirement of the Monroe Historic Downtown Entertainment District as outlined in section 6-~~110~~110.

(8) Otherwise as permitted in this chapter (i.e. private clubs, hotel-motel in room service, etc.)

Sec. 6-107. - Investigative and Administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, or if the applicant withdraws his application prior to its being issued, the license fee shall be refunded; but the \$250.00 costs paid for investigation and administration shall be retained. Any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

Sec. 6-108. - Hours and days of sale.

(a) Beer or wine shall not be sold for consumption on the premises except between the hours of 9:00 a.m. and 1:55 a.m. Monday through Saturday.

(b) No beer or wine shall be sold for consumption at any time in violation of

state law or any local ordinance or regulation or of any special order of the mayor and city council.

(c) The sale of beer or wine on the premises is permitted on Sundays from 11:00 a.m. until 12:00 midnight in the following establishments provided a Sunday sales license has been obtained:

(1) Any licensed establishment which derives at least fifty percent (50%) of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served;

(2) Any licensed establishment which derives at least fifty percent (50%) of its total annual gross income from the rental of rooms for overnight lodging;

(3) Any publicly owned civic and cultural center deriving at least seventy percent (70%) of its total annual gross sales from operational activities other than alcohol sales; or

(4) A public stadium, coliseum or auditorium.

(5) A publicly or privately owned golf course.

(6) Otherwise as permitted in this chapter.

(d) Beer and/or wine may be sold for consumption on the premises from 12:00 midnight to 1:55 a.m. on any Monday which is New Year's Day, January 1, of any year.

Sec. 6-109. - Corkage services.

(a) An eating establishment that possesses a valid license for the retail sale of beer or wine for consumption on premises may permit patrons to bring, possess and

consume bottles of wine that are owned by the patron and brought unopened onto the premises under the following conditions:

- (1) No more than Seven Hundred Fifty (750) milliliters of wine, per patron over the age of twenty-one (21), per meal, shall be permitted to be uncorked.
 - (2) Only patrons seated at tables or booths shall be permitted to consume wine that has been provided by the patron.
 - (3) Patron provided wine may only be consumed by individuals who order and are served a meal by the licensee.
 - (4) Every bottle of wine brought onto the premises by a patron must be opened by the licensee’s personnel.
 - (5) A patron may remove a partially consumed uncorked bottle of wine from the premises only if the requirements set forth in section 6-33(d) are met.
- (b) Eating establishments may at their discretion charge corkage fees for such services.

Sec. 6-110. - Sales Volume Ratio for Select Businesses

- (a) Any business required to pay a business occupation tax that does not otherwise meet the criteria of section 6-106(a1) and is located in the Monroe Historic Downtown Entertainment District, may obtain an on premises consumption license for malt beverages and wine subject to the following conditions:
 - 1. The sale of alcoholic beverages shall be clearly incidental to the primary business conducted on the premises.

- 2. On Premises consumption licensees shall maintain at least sixty percent (60%) of their business volume from the sale of other merchandise or services, not including alcoholic beverages.
 - 3. No alcoholic beverages shall be served on Sunday.
- (b) To qualify for such license, a retail business establishment must be open to the public for business a minimum of thirty-two (32) hours per week.

Sec. 6-111. - Amenity License

(a) A non-eating establishment that offers beer or wine as an act of hospitality, where it is clearly a secondary function of the business, shall be eligible to apply for a beer or wine amenity permit. Eating establishments shall not be eligible for a beer or wine amenity permit.

(b) An amenity permit shall allow the permit holder to offer beer or wine as an act of hospitality and shall not be part of the core operations of such establishments.

(c) The initial amenity permit application shall include a background check. A \$200.00 administrative fee shall be charged to cover this administrative process.

Secs. 6-112—6-135. - Reserved.

ARTICLE IV. - RESERVED

Secs. 6-136 – 6-300. – Reserved.

ARTICLE V. - RETAIL PACKAGE SALES OF MALT BEVERAGES AND WINE

State Law reference— License requirements, O.C.G.A. §§ 3-5-42, 3-6-40.

Sec. 6-301. - Type of retail establishment where permitted.

No beer or wine shall be sold at retail except in establishments maintaining at least fifty percent (50%) of the floor space and storage area in a manner which is devoted principally to the retail sale of products that are not alcoholic beverages and located in zoning districts in which these establishments are permitted as a conforming use or in districts where an existing establishment exists as a nonconforming use.

Sec. 6-302. - Hours and days of sale.

- (a) Retail package licensees shall not engage in the sale of beer or wine except between the hours of 7:00 a.m. and 12:00 midnight Monday through Saturday and 12:30 p.m. and 11:30 p.m. on Sunday.
- (b) Retail package beer or wine shall not be sold at any time in violation of any state law or local ordinance or regulations or of any special order of the mayor and city council.

Sec. 6-303. - Use of tags or labels to indicate prices.

Retailers shall indicate plainly by tags or labels on the bottles or containers or on the shelf immediately below where the containers are placed the prices of all beer and wine exposed or offered for sale.

Sec. 6-304. - Quantity sale requirements.

Single cans or bottles or other properly packaged containers of alcoholic beverages may be sold.

Sec. 6-305. - Investigative and Administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, or if the applicant withdraws his application prior to its being issued, the license fee shall be refunded; but the \$250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. As to any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article, there shall be no investigative and administrative fee.

Sec. 6-306. - Growler sales.

Licensees holding a retail beer and wine package license pursuant to this article may fill growlers with malt beverages or wine at the licensed location subject to the following requirements:

- (1) At least seventy percent (70%) of the licensee's total gross alcohol sales are from packaged sale of malt beverages or wine and the licensee's premises have a minimum of four hundred (400) square feet of floor space dedicated to the display of packaged malt beverages or wine offered for sale.
- (2) A growler shall not exceed sixty-four (64) ounces. Growlers may only be filled from kegs or barrels procured by the licensee from a duly licensed wholesaler.

- (3) Only professionally sanitized and sealed growlers may be filled and made available for retail sale.
- (4) Each growler must be securely sealed and removed from the premises in its original sealed condition.
- (5) Samples of tap malt beverages or wine may be made available. No individual shall be allowed to sample more than a total of twenty-four (24) ounces which shall be comprised of at least four (4) different varieties of malt beverages or wine.
- (6) A licensee may charge a fee for samples of tap malt beverages or wine.

Secs. 6-307-330. - Reserved.

ARTICLE VI. - PRIVATE CLUBS

State Law reference— Sale of distilled spirits by private clubs, O.C.G.A. § 3-7-1 *et seq.*

Sec. 6-331. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fixed salary means the amount of compensation paid any member, officer, agent, or employee of a bona fide private club as may be fixed for him by its members at a prior annual meeting or by the governing body out of the general revenue of the club and shall not include a commission on any profits from the sale of alcoholic beverages. For the purpose of this definition, tips or gratuities which are added to the bills under club regulation shall not be considered as profits from the sale of alcoholic beverages.

Private club means any nonprofit association organized under the laws of this state which:

- (1) Has been in existence at least one (1) year prior to the filing of its application for a license to be issued pursuant to this article;
- (2) Has at least seventy-five (75) regular dues-paying members;
- (3) Owns, hires or leases a building or space within a building for the reasonable use of its members with:
 - a. Suitable kitchen and dining room space and equipment;
 - b. A sufficient number of employees for cooking, preparing and serving meals for its members and guests; and
- (4) Has no member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.

Sports club means an association or corporation organized and existing under the laws of the state, organized and operated primarily to provide a location for the patrons thereof to engage in sporting events. To qualify for an alcoholic beverage consumption on-premise license, a sports club must have been actively in operation within the city at least two (2) years prior to an application for license under this chapter; provided, however, the two-year operational requirement shall not apply to golf club associations or golf club corporations where the selling or the serving of alcoholic beverages is to take place on the golf course premises. A sports club organized or operated primarily for serving of alcoholic beverages shall not qualify for licensing under this article, and accordingly shall not be permitted

to serve alcoholic beverages at any time. Unless otherwise indicated, a sports club licensee shall comply with all other requirements imposed upon retail consumption dealers.

Sec. 6-332. - Regulation of sale of alcoholic beverages.

Private clubs or sports clubs may sell and dispense alcoholic beverages upon compliance with all applicable ordinances and regulations of the City governing the sale of such beverages and upon payment of such license fees and taxes as may be required by this chapter.

Sec. 6-333. - Certain organizations exempt from food establishment requirements.

Veterans' organizations, fraternal organizations, and other nonprofit organizations currently having tax exempt status under either the United States Internal Revenue Code or the state income tax law shall not be required to operate a food establishment serving prepared food. However, any such organization selling or dispensing alcoholic beverages shall be subject to all ordinance regulations dealing with general licensing and on-premise consumption establishments under this chapter.

Sec. 6-334. - Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the \$250.00 cost paid for investigation and administration shall be retained. However, any person applying for

more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

Sec. 6-335. - Hours and days of sale.

- (a) No alcoholic beverages shall be sold for consumption on the premises of private clubs except between the hours of 9:00 a.m. and 1:55 a.m. Monday through Saturday.
- (b) Alcoholic beverages shall not be sold for consumption at any time in violation of any state law or local ordinance or regulation or of any special order of the mayor and city council.
- (c) The sale of alcoholic beverages for consumption on the premises is permitted on Sundays from 11:00 a.m. until 12:00 midnight in a private club or sports club provided a Sunday sales license has been obtained.
- (d) Alcoholic beverages may be sold for consumption on the premises from 12:00 midnight to 1:55 a.m. on any Monday which is New Year's Day, January 1, of any year.

Secs. 6-336—6-350. - Reserved.

ARTICLE VII. SPECIAL EVENT VENUES

Sec. 6-351. – Preamble and Purpose.

The City recognizes the valuable economic impact of special events facilities being located throughout the city's downtown and historic districts. The distribution and consumption of alcoholic beverages at special events facilities is attendant with the normal and customary types of events held at such facilities, i.e., weddings, meetings, banquets, catered events, parties or similar gatherings. To encourage such economic impact of these facilities while ensuring the safety, health and general welfare of the public, special events facilities must obtain a license to sell alcoholic beverages at said facilities and must also register with the City annually for operating a special events facility.

Sec. 6-352. – Sale without a license prohibited.

Any special events facility that wishes to sell alcoholic beverages for consumption on premises shall be required to first obtain an appropriate state license as well as a City license pursuant to articles II and III of this chapter and comply with all other rules and regulations contained herein. Any sale of alcoholic beverages without said licensure is strictly prohibited.

Sec. 6-353. – Registration required.

Any special events facility that does not sell alcoholic beverages for consumption on premises but that allows alcoholic beverages to be consumed at said facility by private guests attending a private event must first register with the City on forms prepared by the code enforcement officer and pay an annual registration fee of \$300.00 per facility. Said registration fee shall be paid upon initial registration and annually by February 1 of each calendar year.

Sec. 6-354. – Investigative and administrative costs.

Each application seeking a license to sell alcoholic beverages or seeking registration of a special events facility as required herein shall be accompanied by a certified check for the full amount of the license or registration fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the \$250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license or registration under this article who has in existence at the time of making the new application an existing license or active registration under this article shall pay no investigative and administrative costs.

Sec. 6-355. – Alcoholic beverages must be purchased from retailer.

Any alcoholic beverage consumed at a special events facility by private guests attending a private event must be purchased from a package retailer authorized to sell said beverages for off premise consumption.

Sec. 6-356. – Licensed Alcoholic Beverage Caterer Pouring.

A licensed ~~alcoholic beverage caterer~~Alcoholic Beverage Caterer, licensed by the state pursuant to O.C.G.A. § 3-11-1, *et seq.* may distribute and sell alcoholic beverages at a special events facility in the City so long as the licensed ~~alcoholic~~

~~beverage caterer~~Alcoholic Beverage Caterer complies with all requirements of O.C.G.A. § 3-11-1, *et seq.* and the special events facility has first registered with the City pursuant to section 6-353 hereinabove.

Sec. 6-357. – Facility must be approved.

A special events facility must first be approved by the code enforcement officer and the City fire department prior to conducting operations as a special events facility.

Sec. 6-358. – Timing of Sales or Consumption.

All sales of alcoholic beverages or consumption of alcoholic beverages at special events facilities shall comply in all respects to the time restrictions found in sections 6-84 and 6-108 herein.

Secs. 6-359—6-400. - Reserved.

ARTICLE VIII. - HOTEL-MOTEL IN-ROOM SERVICE

State Law reference— In-room sales by hotels and motels, O.C.G.A. § 3-9-10 *et seq.*

Sec. 6-401. - License.

- (a) Any hotel as defined herein may provide in-room service of ~~alcoholic~~malt beverages and wine after obtaining a license for the same in accordance with the terms of this article.
- (b) The sale of ~~alcoholic~~malt beverages and wine by in-room service shall be subject to all restrictions and limitations imposed by this chapter, and shall be authorized only on such days and only

during such hours as the sale of alcoholic beverages is otherwise authorized.

Sec. 6-402 – In-Room Service.

- (a) For purposes of this chapter, "in-room service" consists of:
 - (1) The delivery of ~~alcoholic~~malt beverages and wine in unbroken packages by an employee of the hotel to a registered guest's room when such ~~alcoholic~~beverages have been ordered by the guest and when the guest shall be billed for the cost of such ~~alcoholic~~beverages at the time of delivery and when the sale of such ~~alcoholic~~beverages is completed at the time of delivery or,
 - (2) The provision of a cabinet, refrigerator, mini-bar or other facility located in a hotel's guest room which contains ~~alcoholic~~malt beverages or wine and which is accessible only to the guest and for which the sale of ~~alcoholic~~malt beverages or wine contained therein is final at the time requested except for a credit which may be given to the guest for any unused portion.
- (b) In order to be eligible for an in-room service license, a hotel must:
 - (1) Be used and held out to the public as a place where sleeping accommodations are offered to guests for adequate pay, and meet other standards and conditions of a "hotel" as defined in this article; and;
 - (2) Contain four (4) or more separate and distinct rooms used for the sleeping accommodations of guests.
- (c) A hotel may consist of a single building or may consist of two (2) or more

buildings located on the same premises and used in connection with the hotel operation.

- (d) A facility which is styled as a motel, motor lodge, inn, bed and breakfast or other similar appellation may be licensed as a hotel if it meets the requirements of this article.

Sec. 6-403. – Operation of Lounge, Restaurant or Supper Club.

A hotel may grant permission for the operation of a lounge, restaurant, or supper club on its premises; such an operation may be granted an on premises consumption license pursuant to articles II or III herein if it meets the other applicable requirements of said articles and this chapter.

Sec. 6-404. - Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the \$250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

Sec. 6-405. – General Provisions.

All alcoholic beverages sold pursuant to this article shall be purchased from a licensed

wholesale dealer and shall be subject to all taxes imposed under chapter 90 of this Code, including the excise tax on the retail sale by the drink of alcoholic beverages containing distilled spirits.

Secs. 6-406—6-420. - Reserved.

ARTICLE IX. – BREWPUBS, BREWERIES AND DISTILLERIES

State Law reference— Limited exception, cocktail rooms; O.C.G.A. § 3-4-24.2; limited exception, malt beverage taprooms, O.C.G.A. § 3-5-24.1.

Sec. 6-421. - License Required.

No person shall be permitted to operate a brewpub, brewery, micro-brewery, distillery or micro-distillery without first obtaining a license from the state and the City pursuant to this chapter.

Sec. 6-422. – Investigative and Administrative Costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the \$250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this

chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

Sec. 6-423. – Brewpubs.

- (a) No individual shall be permitted to own or operate a brewpub without first obtaining a proper brewpub license from the City. Each brewpub licensee shall comply with all other applicable state and local license requirements.
- (b) A brewpub license authorizes the holder of such license to:
 - (1) Manufacture on the licensed premises not more than ten thousand (10,000) barrels of malt beverage in a calendar year solely for retail sale.
 - (2) Operate an eating establishment that shall be the sole retail outlet for such malt beverage and may offer for sale for consumption on premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesale dealer and, provided further, in addition to malt beverages manufactured on the premises, each brew pub licensee shall offer for sale commercially available canned or bottled malt beverages purchased from a licensed wholesale dealer.
 - (3) Sell up to a maximum of five thousand (5,000) barrels annually

of such malt beverage to licensed wholesale dealers. Under no circumstances shall such malt beverages be sold by a brewpub licensee to any person holding a retail consumption dealer’s license or a retailer’s license for the purpose of resale.

- (4) Sell malt beverages manufactured on the premises by the package at retail for consumption off the premises.
- (c) Possession of a brewpub license shall not prevent the holder of such license from obtaining any other license available under this chapter for the same premises.
- (d) A brewpub licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (e) Except as set forth in this section, a brewpub licensee shall be subject to all other provisions of this chapter.

Sec. 6-424. – Breweries.

- (a) No individual shall be permitted to own or operate a brewery without first obtaining a proper brewery license from the City. Each brewery license shall comply with all other applicable state and local license requirements.
- (b) A licensed brewery is authorized to manufacture malt beverages for wholesale sale primarily to wholesale dealers.
- (c) A licensed brewery shall comply with O.C.G.A. § 3-5-24.1 relating to the

limited sale of malt beverages to the public for onsite consumption or offsite package sales and may sell on all days and at all times that sales of malt beverages by retailers are lawful within the City.

- (d) A brewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (e) Breweries shall not be permitted within the boundaries of the Downtown Development Authority of the City of Monroe or any Historic District of the City of Monroe.
- (f) Except as set forth in this section, a brewery licensee shall be subject to all other provisions of this chapter.

Sec. 6-425. – Distilleries.

- (a) No individual shall be permitted to own or operate a distillery without first obtaining a proper distillery license from the City. Each distillery licensee shall comply with all other applicable state and local license requirements.
- (b) A licensed distillery is authorized to manufacture distilled spirits for sale primarily to wholesale dealers.
- (c) A licensed distillery shall comply with O.C.G.A. § 3-4-24.2 relating to the limited sale of distilled spirits to the public for onsite consumption and may sell on all days and at times that sales of distilled spirits by retailers are lawful within the City.
- (d) A distillery licensed under this chapter shall pay all state and local license fees

and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.

- (e) Distilleries shall not be permitted within the boundaries of the Downtown Development Authority of the City of Monroe or any Historic District of the City of Monroe.
- (f) Except as set forth in this section, a distillery licensee shall be subject to all other provisions of this chapter.

Sec. 6-426. – Micro-Breweries.

- (a) No individual shall be permitted to own or operate a micro-brewery without first obtaining a proper micro-brewery license from the City. Each micro-brewery shall comply with all other applicable state and local license requirements.
- (b) A licensed micro-brewery is authorized to manufacture malt beverages for sale primarily to wholesale dealers.
- (c) A licensed micro-brewery shall comply with O.C.G.A. § 3-5-24.1 relating to the limited sale of malt beverages to the public for onsite consumption or offsite package sales and may sell on all days and at all times that sales of malt beverages by retailers are lawful within the City.
- (d) A micro-brewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.

(e) Except as set forth in this section, a micro-brewery licensee shall be subject to all other provisions of this chapter.

Sec. 6-427. - Micro-Distilleries.

- (a) No individual shall be permitted to own or operate a micro-distillery without first obtaining a proper micro-distillery license from the City. Each micro-distillery licensee shall comply with all other applicable state and local license requirements.
- (b) A licensed micro-distillery is authorized to manufacture distilled spirits for sale primarily to wholesale dealers.
- (c) A licensed micro-distillery shall comply with O.C.G.A. § 3-4-24.2 relating to the limited sale of distilled spirits to the public for onsite consumption and may sell at all times that sales of distilled spirits by retailers are lawful within the City.
- (d) A micro-distillery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (e) Except as set forth in this section, a micro-distillery licensee shall be subject to all other provisions of this chapter.

Secs. 6-428—6-600. - Reserved.

ARTICLE X. - WHOLESALERS

Sec. 6-601. - Special provisions applicable to wholesale purchases.

- (a) Any person desiring to sell at wholesale any alcoholic beverages in the City shall make application to the code enforcement officer for a license to do so, which application shall be in writing on the prescribed forms, and pay any license fee as set by this chapter.
- (b) No person who has any direct financial interest in any license for the retail sale of any alcoholic beverages in the City shall be allowed to have any interest or ownership in any wholesale alcoholic beverage license issued by the city.
- (c) No retailer shall purchase any alcoholic beverage from any person other than a wholesaler licensed under this article. No wholesaler shall sell any alcoholic beverage to any person other than a retailer licensed under this chapter; provided, however, that this section shall not prohibit the purchase by one retailer of another retailer's entire stock in a bona fide purchase of an ongoing business.
- (d) No alcoholic beverage shall be delivered to any retail sales outlet in the City except by a duly licensed wholesaler. The name of the wholesale distributor shall be clearly marked on the delivery vehicle.

Sec. 6-602. - Hours and days of sale.

Wholesalers shall not engage in the wholesale sale of alcoholic beverages except between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. There shall be no wholesale sales of alcoholic beverages on Sunday.

Sec. 6-603. - Audit and penalties.

- (a) If the code enforcement officer deems it necessary to conduct an audit of the records and books of the wholesale

licensee, he shall notify the licensee of the date, time and place of the audit.

Secs. 6-604—6-700. - Reserved.

ARTICLE XI. – ALCOHOLIC BEVERAGE CATERERS

Sec. 6-701. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage caterer means any person licensed for the sale of alcoholic beverages by the State of Georgia and who possesses a license by a local government in the State of Georgia authorizing such person to sell and dispense alcoholic beverages by the drink in connection with an authorized catered function.

Authorized catered function means an event at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, served, sold and dispensed to persons present at the event, by the drink, pursuant to a permit obtained under this section.

Sec. 6-702. – License Requirements and Restrictions.

An Alcoholic Beverage Caterer, after properly obtaining a license to do so, may engage in the service and ~~sell~~sale of malt beverages, wine or spiritous liquors by the drink at authorized catered functions as follows:

- (a) Licenses may be obtained for the purposes of selling or dispensing alcoholic beverages by the drink on premises on which authorized catered functions are to be held.
- (b) Such license may be obtained only by those persons, firms, or corporations with a valid local beverage alcohol license and a valid state retail dealer license.
- (c) Such licenses shall only authorize the Alcoholic Beverage Caterer to sell those alcoholic beverages for which he or she is licensed.
- (d) Before a licensed Alcoholic Beverage Caterer may sell, serve or dispense alcoholic beverages at any authorized catered function, such Alcoholic Beverage Caterer shall obtain an event permit from the City at least ten (10) business days prior to the event.
- (e) The application for an event permit shall include the name of the licensed Alcoholic Beverage Caterer, the Alcoholic Beverage Caterer’s license number, and the date, address and time of the event.
- (f) No event permit fee shall be charged for the Alcoholic Beverage Caterers licensed by the City.
- (g) For Alcoholic Beverage Caterers licensed by jurisdictions other than the City, a permit fee of \$250.00 per event shall be charged.
- (h) The event permit shall be good for the specific event at the specific address and times set forth in the application.
- (i) The event permit and a copy of the Alcoholic Beverage Caterer’s state and local licenses shall be kept in the vehicle used to transport alcoholic beverages to the event at all times during which the event permit is in effect.
- (j) Caterers licensed by the City or any other jurisdiction shall maintain

records of alcoholic beverages transported for each event as may be required by state law.

Sec. 6-703. – Age Restrictions.

No licensed Alcoholic Beverage Caterer shall employ any person under twenty-one (21) years of age to dispense, serve, sell or handle alcoholic beverages at authorized catered functions.

Sec. 6-704. – Excise Taxes.

Excise taxes are imposed upon Alcoholic Beverage Caterers and shall be paid as required by this chapter and Georgia law.

Sec. 6-705. – State Law Compliance.

The licensed Alcoholic Beverage Caterer shall comply with all provisions set forth in this chapter and shall be subject to the restrictions found in O.C.G.A. § 3-11-4.

Sec. 6-706. – Investigative and administrative costs.

Each application seeking a license to sell alcoholic beverages as an Alcoholic Beverage Caterer shall be accompanied by a certified check for the full amount of the license or registration fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the \$250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the

investigative and administrative fees authorized under this chapter. Any applicant for a license or registration under this article who has in existence at the time of making the new application an existing license or active registration under this article shall pay no investigative and administrative costs.

Sec. 6-707. – Timing of Sales or Consumption.

All sales of alcoholic beverages or consumption of alcoholic beverages at authorized catered events shall comply in all respects to the time restrictions found in sections 6-84 and 6-108 herein.

Secs. 6-708—6-730. - Reserved.

Y:\Client - Files\PLR\Civ of Monroe - 05.24.2020 - Alcohol Ordinance update\2020.07.07 Alcohol Ord. 2020 updates_FINAL_cross_compare.docx4741444
Files\PLR\Civ of Monroe - 05.24.2020 - Alcohol Ordinance - rewrite\Draft\update\2020.02.10-D1304.38 - Alcohol Ord-FINAL-updated-JSG2020-updates DRAFT 1.docx

RESOLUTION

A RESOLUTION OF THE CITY OF MONROE TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measured approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor’s Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the City shall utilize in order to receive allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia, require formal, official action of the City’s governing authority that the CRF funding may be disbursed to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MONROE, GEORGIA, as follows:

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor of the City of Monroe or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by the OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

ADOPTED this 11th day of August, 2020.

Mayor, City of Monroe

City Official

City Official

City Official

City Official

City Official

City Official

City Official

City Official

Attest: _____
City Clerk