



Council Meeting Agenda

**April 10, 2018
City Hall**

I. CALL TO ORDER

- 1. Invocation**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Approval of Consent Agenda**
 - a. March 6, 2018 Council Minutes
 - b. March 13, 2018 Called Council Minutes
 - c. March 13, 2018 Council Minutes
 - d. March 1, 2018 Planning & Code Committee Minutes
 - e. March 28, 2018 Planning & Code Committee Minutes
 - f. March 20, 2018 Planning Commission Minutes
 - g. March 27, 2018 Historic Preservation Commission Minutes
 - h. February 8, 2018 Downtown Development Authority Minutes
 - i. March 15, 2018 Downtown Development Authority Minutes
 - j. February 8, 2018 Conventions and Visitors Bureau Minutes
 - k. March 15, 2018 Conventions and Visitors Bureau Minutes
 - l. Approval - Loganville Water Sales Agreement - Approval of agreement pending final legal counsel reviews and amendments. (Recommended for Council approval by Utilities Committee April 3, 2018)
 - m. Purchase - Trucks for Water Treatment & Wastewater Treatment Facilities - To purchase two Ford F150 Trucks from Courtesy Ford for \$20,500.00 each. (Recommended for Council approval by Utilities Committee April 3, 2018)
 - n. Purchase - Takeuchi Excavator for Stormwater - Purchase from Perimeter Takeuchi for \$63,600.00. (Recommended for Council approval by Utilities Committee April 3, 2018)
 - o. Purchase - Van for IT - To purchase the Ford Grand Caravan from Courtesy Ford for \$24,500.00. (Recommended for Council approval by Utilities

Committee April 3, 2018)

- p. Purchase - Van for Electric - To purchase the Dodge Cargo Van from Enterprise for \$24,497.00. (Recommended for Council approval by Utilities Committee April 3, 2018)
- q. Approval - Out of State Travel for Fire - To send Lt. Mike Towe to the Fire Department Instructors Conference in Indianapolis, Indiana, April 26-29, 2018. (Recommended for Council approval by Public Safety Committee April 3, 2018)

II. **PUBLIC PRESENTATIONS**

- 1. Proclamation - Child Abuse Prevention Month
- 2. Mobile Farmacy - DeDe Harris with Walton Wellness
- 3. Electric Rates - Brian Thompson

III. **PUBLIC FORUM**

- 1. **Public Comments**
- 2. **Public Hearing**
 - a. Rezone - 603 & 606 Alcovy Street
 - b. Rezone - 302 North Madison Avenue
 - c. Zoning Ordinance Code Text Amendment #5

IV. **NEW BUSINESS**

- 1. Appointment - Historic Preservation Commission
- 2. Rezone - 603 & 606 Alcovy Street
- 3. Rezone - 302 North Madison Avenue
- 4. 2nd Reading - Zoning Ordinance Code Text Amendment #4
- 5. 1st Reading - Zoning Ordinance Code Text Amendment #5
- 6. Resolution - MGAG Voting Delegate
- 7. Resolution - ECG Voting Delegate
- 8. Resolution - MEAG Voting Delegate
- 9. Resolution - MEAG Competitive Trust Beneficiary
- 10. Resolution - 2017 Budget Amendment

V. **ADJOURN TO EXECUTIVE SESSION**

- 1. Real Estate Issue (s)

VI. **ADJOURN**



Council Meeting

AGENDA

April 10, 2018

Item:

March 6, 2018 Council Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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 [3/6/18 Council Minutes](#)

The Mayor and Council met for a called meeting.

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

Absent:	Ross Bradley	Council Member
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Staff Present:	Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Patrick Kelley
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Visitors:	Sadie Krawczyk, Chris Bailey, Beverly Harrison, Sharon Swanepoel, Marsha Jackson, Lee Rowell, Andrew Kenneson, Drew Morgan, Pete McReynolds
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I. CALL TO ORDER – JOHN HOWARD

1. Roll Call

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

II. DEPARTMENT REPORTS

1. March Monthly Reports

The Department heads presented the monthly reports.

III. COMMITTEE INFORMATION

1. Finance

No Items Scheduled.

2. Airport

Mayor Howard that stated the Airport Committee Items would be moved to later in the meeting, until which time there is a quorum for the Committee.

- a. Hangar Maintenance**
- b. Hangar Build Contract**
- c. Hangar Rate Increase**

3. Public Works

a. Purchase – Street Sweeper

Mr. Danny Smith requested approval to purchase an Elgin Crosswind Street Sweeper with a 2019 Peterbilt 220 Cabover Chassis from Environmental Products of Georgia, for the amount of \$249,964.00. He stated that it will replace a 1997 Tymo. The purchase uses the National Joint Powers Alliance bidding guidelines, and will be purchased using 2018 SPLOST Funds.

The committee recommends the purchase of the Elgin Crosswind Street Sweeper from Environmental Products of Georgia, for the amount of \$249,964.00 to Council.

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

b. Great American Cleanup Week, April 16 – 20, 2018

Mr. Danny Smith explained the week of April 21 to be Great American Cleanup Week, which will allow the citizens of Monroe to bring any of their trash, scrap metal, tires (limit 10), and any recyclable items to the transfer station free of charge. He stated this will be the 16th year the City has participated.

Mayor Howard requested for Mr. Smith to look into partnering with someone for picking up abandoned cars around the City.

No Action.

4. Utilities

a. Purchase – Gas Main Extension Materials for Mountain Creek Church Road

Mr. Rodney Middlebrooks presented the request to purchase the materials to extend the natural gas main from Mountain Creek Church Road to Mount Vernon Road. The extension will service four chicken houses. He explained this will be an opportunity to extend the City's system and block the City of Winder from coming into our territory. He stated the lowest bid came from Consolidated Pipe & Supply for the amount of \$16,676.60.

Council Member Larry Bradley questioned whether the area is in Monroe's territory, and the possibility of adding some residential customers with the extension.

Mr. Rodney Middlebrooks stated the area to be inside the City of Monroe's service territory. He explained that the chicken house owners want to tie onto the gas system, as well as two new houses being built on Mountain Creek Church Road. There are also other potential customers in the area.

The committee recommends to Council to purchase the materials from Consolidated Pipe & Supply, for \$16,676.60.

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

b. Approval – Out of State Travel for Telecom

Mr. Brian Thompson requested to travel to Huntsville, Alabama to attend the Mid-South Communities Fiber Forum on March 21, 2018. He explained that he will participate as a speaker, and ADTRAN pays for all the expenses, except gas.

MAYOR AND COUNCIL MEETING MARCH 6, 2018 6:00 P.M.

The committee recommends to allow out-of-state travel for Brian Thompson to attend the Mid-South Communities Fiber Forum in Huntsville, Alabama to Council.

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

5. Public Safety

a. Purchase – K-9 and Out of State Training

Assistant Chief R.V. Watts requested approval to purchase two dual purpose canines from Alabama Canine Law Enforcement Officer Training Center, for the amount of \$30,014.00. He explained the purchase includes the dogs, the necessary equipment for the dogs, a ten-week course for the officers at the training center, and their housing. He also requested approval for Officer Ryan Gee and Officer Jacob Palmer to attend the on-site training program in Northport Alabama. Assistant Chief Watts explained the department is rebuilding the canine program; currently they depend on other agencies when a canine is needed. He explained that dual purpose means the canines will be trained for patrol, tracking, and narcotics. He discussed some of the uses and benefits for the City and the community.

City Administrator Logan Propes noted that this is not a new program; it is a continuation of a program which died out a couple years ago.

Assistant Chief Watts explained that the previous canines were retired, due to their age. Therefore, they are now asking to re-implement the program.

Mayor Howard questioned how long a dog usually stays on the force.

Assistant Chief Watts answered that it depends on the health and genetics of the animal, but it could be anywhere from seven to ten years.

Council Member Larry Bradley questioned the training time. He wanted to know whether the program goes for a continuous ten-weeks, or could the officers come home on the weekends.

Assistant Chief Watts stated that the program lasts for ten-weeks straight from sun up to sun down. It is important in order to build and establish the bond between the officer and the dog. He explained that the training is extensive, but if the officers wanted they could come home on the weekends.

Council Member Lee Malcom stated it is important to assign officers that are loyal and want to remain with the City.

Assistant Chief Watts explained they had a selection process, interested officers submitted a resume and a letter stating their reason for interest. He stated that one of the officers chosen has a significant background in canine handling, and the other put himself through DRE School.

The committee recommends to Council the purchase of two dual purpose canines and the out-of-state training for two officers to attend the Alabama Canine Law Enforcement Officer Training Center in Northpoint, Alabama, for a total cost of \$30,014.00.

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

6. Planning & Code

No Items Scheduled.

7. Economic Development

No Items Scheduled.

Council Member David Dickinson arrived during the discussion of the Zoning Ordinance Code Text Amendment.

IV. ITEMS OF DISCUSSION

- 1. Upcoming Public Hearings**
 - a. Rezone – 406 East Spring Street**
 - b. Rezone – 1020 North Broad Street**
- 2. 1st Reading – Zoning Ordinance Code Text Amendment**
- 3. 1st Reading – Speed Zone Ordinance**
- 4. Resolution – Georgia Cities Week, April 22 – 28, 2018**
- 5. Scrivener’s Error – Rezone / Annexation – Vine Street**

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

Mayor Howard announced that with Council Member Dickinson arriving, the Airport Committee has a quorum. Therefore, the Airport Items can now be heard.

III. COMMITTEE INFORMATION

2. Airport

a. Hangar Maintenance

Mr. Chris Bailey presented the request for Hangars & Doors Unlimited to repair the existing 16 t-hangars at the Monroe-Walton County Airport. He explained the guards and protectors will be replaced to seal the doors from birds, small animals, dust, and debris entering the hangars. He stated the lowest bid, of \$25,775.00, came from Hangars & Doors Unlimited.

The committee recommends approval of t-hangar repairs by Hangars & Doors Unlimited for \$25,775.00 to Council.

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

b. Hangar Build Contract

Mr. Chris Bailey discussed building additional t-hangars, and trying to get grant money to completely reimburse the City. He discussed entering a contract with Barge Design Solutions, formerly known as Barge, Waggoner, Sumner, and Cannon. The contract would cover all phases including project scope formulation, survey, geotechnical, construction plans, contractual documents, bidding, DBE plans, and final general contractor compliance. This process will allow the City to apply for reimbursement through grant funding. He explained he will bring the actual bids back for Council approval around August or September. Mr. Bailey requested approval of the contract with Barge Design Solutions for the turn key build of an 8-unit t-hangar

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for the amount of \$18,904.00. He stated the cost for building the hangars will be approximately \$350,000 to \$400,000. He discussed amortization schedules and the need for more hangars.

City Administrator Logan Propes stated that it is a long arduous process. He explained that they want to do the project in the most cost-effective manner, and hopefully, get some reimbursement.

The committee recommends to Council to contract with Barge Design Solutions for the turn key build of an 8-unit t-hangar for the amount of \$18,904.00.

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

c. Hangar Rate Increase

Mr. Chris Bailey presented the request to increase the t-hangar lease rates. He explained the current monthly rates are \$200 for each of the 12 interior units and \$240 for each of the 4 end units. He presented two options: a \$25.00 monthly increase and a \$50.00 monthly increase. He discussed lease rates in comparable areas, and hangar availability in the surrounding area.

Council Member Norman Garrett stated he believes the rates should be increased by \$50.00.

The committee recommends approval to increase the t-hangar monthly lease rates to \$250.00 for the interior units and \$300.00 for the end units to Council.

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

I. ADJOURN

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

MAYOR

CITY CLERK



Council Meeting

AGENDA

April 10, 2018

Item:

March 13, 2018 Called Council Minutes

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Recommendation / Request:

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 [03/13/18 Called Minutes](#)

The Mayor and Council met for a called meeting.

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

Absent:	Norman Garrett	Council Member
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Staff Present:	Beth Thompson, Rodney Middlebrooks, Patrick Kelley
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Visitors:	Sadie Krawczyk, Chris Bailey, Beverly Harrison, R.V. Watts, Marsha Jackson, Patrice Broughton, Geraldine Smith, Andrew Kenneson
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I. CALL TO ORDER – JOHN HOWARD

1. Roll Call

Mayor Howard noted that Council Member Norman Garrett, Council Member Myoshia Crawford, and Council Member Nathan Little were absent. There was a quorum.

Mayor John Howard stated that there is one item of business before Council for this Called Meeting at 5:30 pm. It is to hear the appeal of FRMV, Inc., who has appealed the decision of Patrick Kelley, our Code Enforcement Officer, wherein Mr. Kelley revoked two alcohol licenses of FRMV, Inc. d/b/a Fuzions Bar and Grill at 806 North Broad Street, Monroe.

Mayor Howard explained as to procedural background it appears that by way of a letter from Patrick Kelley on February 15, 2018, Mr. Kelley revoked Alcohol Licenses Numbers #35606 and #35607 for FRMV, Inc. c/o Willis Michael Brown, d/b/a/ Fuzions Bar and Grill at 806 North Broad Street, Monroe pursuant to City of Monroe Ordinance 6-17(a). Mr. Willis Michael Brown filed a timely written appeal of that decision on February 23, 2018. Today we are hearing that requested appeal in accordance with City of Monroe Ordinance Section 6-18. I asked the Clerk to provide each Council Member with a copy of Sections 6-17 and 6-18 at your desk so you could have it before you tonight.

The relevant portions of Section 6-18 that govern our hearing today state as follows:

- 1) The appellant, who is FRMV, Inc., has the right to be represented by an attorney at their own expense.
- 2) The appellant has the right to present evidence and cross examine witnesses.
- 3) The appellant has the burden of proof on this appeal.
- 4) Before hearing the appeal each of us Council must sign an affidavit that we do not have any financial interest in the outcome of the appeal and that we are not related to any owner of FRMV, Inc. The Clerk has prepared this affidavit and left one at each of your seats. If you will please sign and give those to Beverly she will collect them from you.

MAYOR AND COUNCIL MEETING MARCH 13, 2018 5:30 P.M.

- 5) We as Mayor and Council will decide the issues on this appeal by majority vote. Once a vote is taken, the Code Officer will transmit the official results of our decision on this appeal to the appellant with 15 days.

Since this is a quasi-judicial proceeding in form, I have taken the liberty to ask the City Attorney's office to provide me with guidance as to how the proceeding should be conducted. Their office provided me with the general outline of an appropriate judicial-styled proceeding that would allow for the appellant to be fully heard on the matter and for the Council to properly consider the matter. The outline they provided me is akin to how a trial would be conducted in Walton County Superior Court before a judge and jury.

The outline of the process that we will follow here today is as follows:

- 1) First, the Appellant or their representative will be allowed to provide an opening statement regarding this appeal, should they so desire. This opening statement is not the time to receive testimony and / or documentary evidence.
- 2) Next, the City's staff by way of the City Attorney's office will be allowed to provide an opening statement, should they so desire. Again, this opening statement is not the time to receive testimony and / or documentary evidence.
- 3) Next, we will receive evidence. At this time the Appellant can present any witnesses that it wishes to present. All witnesses should take an oath to tell the truth prior to providing testimony. During this time the Appellant can also present any documentary evidence that it would like us to consider. Formal judicial evidentiary rules concerning documentary evidence will not be observed. We will receive any evidence that the appellant would like us to consider.
 - a. First we will receive evidence from the Appellant. Any witnesses presented by the Appellant will be subject to cross examination by the City.
 - b. After the Appellant has presented all of the evidence that it wishes to, the City can produce witnesses or documentary evidence as well, should it wish to. Any witnesses presented by the City will be subject to cross examination by the Appellant.
- 4) Once all the evidence has been received, I will close the evidence-receiving portion of the hearing. At that time the parties will be allowed to make any closing remarks should they so desire. Since the Appellant bears the burden of proof in this appeal, they will have the opportunity to begin and conclude the closing remarks. This is they can speak first, then the City can speak, and then they can speak again if they desire.

That is the process we will follow this evening. Are there any questions from the Appellant regarding the process we will follow? Any questions from the City? Any questions from any member of Council? Then we will proceed.

II. NEW BUSINESS

1. Alcohol License Revocation Appeal

The Appellant, Willie Michael Brown, gave his opening statement. He stated that he has been in the restaurant business for over eighteen years, and has owned Fuzions for over nine years. He stated that this is a total misunderstanding. He was approached by Rejimon Mathew wanting to purchase the restaurant, but no sale took place. Mr. Mathew has been working the last year trying to learn the business. Mr. Brown stated there was a breakdown in communication. He explained that Mr. Mathew applied for a license, but he already had one. He doesn't know how to prove he owns his business other than the fact that he is there every day.

City Attorney Paul Rosenthal gave an opening statement. He stated that Mr. Brown sold FRMV, Inc., and there are two events on which to base that sale. Mr. Rosenthal stated that evidence

MAYOR AND COUNCIL MEETING MARCH 13, 2018 5:30 P.M.

shows that FRMV, Inc. sold all assets on December 16, 2016, but continued to report sales as being the owner. It appears that Rejimon Mathews bought FRMV assets, owns, and operates the business. Additionally, on August 24, 2017 FRMV, Inc. was dissolved per the Secretary of the States Office. There was fraudulent information given when applying for the 2018 license, and we will provide information to support those charges.

City Attorney Paul Rosenthal swore in Willie Michael Brown.

Mr. Brown stated that Rejimon Mathew was added to the lease, but his own name was never taken off of the lease. He stated that the sale documents were drawn up, but never executed. It was only discussed, but never fully sold. Mr. Brown stated that he would need to check with his CPA about the corporation being dissolved. He passed around some vendor invoices, contracts, and documents for Mayor and Council to review.

Council Member Nathan Little arrived at 5:47 pm.

City Attorney Paul Rosenthal swore in Ned Shore.

Ned Shore stated that he has helped Mr. Brown with the business through the years. He expressed confusion about the entity being dissolved by the state. He stated as of January 20th the state was still accepting income tax. Mr. Shore stated that Rejimon Mathew is not the owner, there has not been a final sale.

City Attorney Paul Rosenthal reserved the right to cross examine the witness at a later time.

City Attorney Paul Rosenthal swore in Ashley Lundy.

Ashley Lundy stated that she has been a bartender at Fuzions for eight years. She stated that Reggie was trying to learn the business, but Mike was still in charge.

City Attorney Rosenthal cross examined Ms. Lundy. He questioned her duties, the weekly schedule, the busiest days, lowest and highest close-out amounts for the busy days, weekly close-out amounts, and the latest large event that took place. Mr. Rosenthal also questioned her about alcohol orders, and distributors.

Ms. Lundy stated that she was in charge of the money, trash, placing orders, and cooking. She explained that for the last three months the restaurant has been opening on Tuesday, Thursday, Friday, and Saturday. Ms. Lundy estimated the close-out for Fridays and Saturdays to be between \$1,000 and \$1,500, and for a national event around \$3,500. She stated there was a Halloween event in 2017, but she didn't think it was a national event and could not remember who performed. Ms. Lundy discussed the alcohol distributors and explained that she does not actually place the orders.

Council Member Myoshia Crawford arrived at 5:56 pm.

City Attorney Jesse Couch handed out documents / exhibits.

City Attorney Paul Rosenthal cross examined Willie Michael Brown. He questioned who the deejay was for the Halloween party in October of 2017. He questioned Mr. Brown as to whether it was his signature and handwriting on several documents. He also questioned the name on the documents, and if the documents were filled out correctly to the best of his knowledge. Mr. Rosenthal had such questions on documents dealing with Occupational Tax Application, Occupational Tax Certificate for Beer & Wine Pouring, and Occupational Tax Certificate for

MAYOR AND COUNCIL MEETING MARCH 13, 2018 5:30 P.M.

Spirituos Liquors. Mr. Rosenthal questioned whether Mr. Brown was aware the license is non-transferable, and ineffective upon change of ownership. He asked Mr. Brown if he was aware that when he signed the documents he was swearing under oath that the information was correct. He pointed out where it states this on the application, and on the licenses. Mr. Rosenthal questioned the First Amendment to Lease Agreement with Pay-B, Inc. signed in 2014, extending his lease until December 2019. He also questioned the Assignment and Assumption of Lease Agreement with Rejimon Mathew signed in December 2016. Mr. Rosenthal questioned Mr. Brown about payments received from Mr. Mathew: did he receive a \$100,000 towards the purchase of assets, then receive another \$50,000, and did he receive \$10,000 in December 2017, which would leave a balance of \$15,000 owed to Mr. Brown.

Mr. Brown answered that he was the deejay for the party. He stated that all of the signatures and initials on the documents were his. He answered that he filled out all the paperwork to the best of his knowledge. Mr. Brown stated that he was aware that the licenses could not be transferred, but since he still owned the restaurant they had not been transferred. He stated that the information he provided on the application was correct. Mr. Brown answered that it was his signature and initials on both of the lease agreement documents. He stated that he added Reggie to the lease, but did not remove himself from the lease. Mr. Brown stated that he did receive payments totaling \$160,000, but Mr. Mathew had not paid the remainder. He has not sold the assets of FRMV; he does not consider it sold until the balance has been paid in full.

City Attorney Paul Rosenthal stated that the City would not be calling any witnesses.

Mayor Howard stated that the evidence portion of the meeting would be closed, and they would now hear the closing remarks.

Willie Michael Brown gave his closing statement. He stated himself to be a regular country boy, who has been in the restaurant business for 18 years. He has just been trying to run a business and support his family. He was looking at selling his business to have more time with his family. Reggie paid the money towards the purchase, but then asked for the money back. He stated that the lease shows he signed over the lease, and that is not the case. He is still obligated for the lease with Mr. Thakkar for two more years.

City Attorney Paul Rosenthal gave his closing statement. He stated that Mr. Brown sold the assets in December 2016. Mr. Brown provided fraudulent documentation to the City by continuing to report that he still owned the business. Mr. Brown admitted to receiving \$160,000 from Mr. Mathew towards the assets in FRMV. Mr. Rosenthal stated that Code Officer Patrick Kelley was correct in terminating his alcohol license. He stated that Council should uphold Mr. Kelley's decision.

To uphold the decision of Mr. Kelley to revoke the alcohol licenses of FRMV, Inc. Appeal denied.

Passed Unanimously

III. ADJOURN

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



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The Mayor and Council met for their regular meeting.

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

Absent:	Norman Garrett	Council Member
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Staff Present:	Danny Smith, Keith Glass, Beth Thompson, Rodney Middlebrooks, Patrick Kelley
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Visitors:	Sadie Krawczyk, Chris Bailey, Beverly Harrison, Beth Thompson, R.V. Watts, Marsha Jackson, Patrice Broughton, Geraldine Smith, Peter McReynolds, Andrew Kenneson, Harold Patterson, Duane Wilson, Sed Farrukh Khan, Katie Evon, Braeden Evon, Mike Newsum, Evan Newsum, Jamie Higginbotham, Grant Higginbotham, Walter R. Cox, Jr.
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I. CALL TO ORDER – JOHN HOWARD

1. Invocation

Reverend Patricia Merchant, Saint Alban’s Episcopal Church, gave the invocation.

2. Roll Call

Mayor Howard noted that Council Member Norman Garrett was absent. There was a quorum.

3. Approval of Agenda

To approve the agenda as presented.

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

4. Approval of Consent Agenda

- a. February 6, 2018 Council Minutes
- b. February 13, 2018 Council Minutes
- c. February 19, 2018 Council Minutes

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- d. Scrivener’s Error on Rezone of Vine Street – To correct error on December 12, 2017 Council Minutes, removing the recommended condition of 8 foot on center evergreens that are a minimum of 20 gallons with berm behind rear facing lots on Vine Street from the motion; and restating the 45 feet of non-buildable bermed buffer along Vine Street condition of the motion.
- e. February 19, 2018 Executive Session Minutes
- f. February 20, 2018 Planning Commission Minutes
- g. February 27, 2018 Historic Preservation Commission Minutes
- h. Hangar Maintenance – Hangars & Doors Unlimited to repair the existing 16 t-hangars for \$25,775.00. (Recommended for Council approval by Airport Committee March 6, 2018)
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- n. Purchase – K-9 and Out of State Training – To purchase two dual-purpose canines and send two officers to the Alabama Canine Law Enforcement Officer Training Center in Northport, Alabama for a total cost of \$30,014.00. (Recommended for Council approval by Public Safety Committee March 6, 2018)

To approve the consent agenda as presented.

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

II. PUBLIC FORUM

1. Public Comments

Ms. Geraldine Smith stated there needs to be a crackdown on store owners who are prejudiced and racist. She stated that she gets mistreated, and followed around inside the stores like she is going to steal something. Ms. Smith discussed bushes, trees, and flowers that hang over sidewalks needing to be trimmed. She stated there are sidewalks that should be fixed or replaced. She stated that the Chevron across from Chestnut has tried to cheat her by charging too much for a stamp, and there are other stores doing things to her as well.

2. Public Hearing

a. Rezone – 406 East Spring Street

Code Enforcement Officer Patrick Kelley presented the application for rezone of this property from M1 to B3. He stated the acreage is .26 and the property has 80 feet of road frontage on

MAYOR AND COUNCIL MEETING MARCH 13, 2018 6:00 P.M.

East Spring Street. Mr. Kelley stated the proposed use is commercial for the first floor, with loft space above. The Code Office and Planning Commission recommend the request be approved.

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

Mr. Peter McReynolds, property owner, spoke in favor of the rezone. He explained the property has been through multiple owners, different uses, and sat abandoned for a while. He is working with an architect from Athens. Mr. McReynolds stated the tenant will be moving his business from Atlanta, and will be living in the loft area above.

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

No Action.

b. Rezone – 1020 North Broad Street

Code Enforcement Officer Patrick Kelley presented the application for rezone of this property from B2 to B3. Mr. Kelley stated the acreage is 1.18 and the property has 147.71 feet of road frontage on North Broad Street. The Code Office and Planning Commission recommend the request be approved.

Council Member Larry Bradley questioned the recommendation of the future land use plan for the property to be residential.

Mr. Kelley answered that the property is commercial at this time, even though it is listed as residential on the future land use plan. He explained that the North East Georgia Regional Commission helped make the map in 2006, which needs to be updated. The City continues the process of these updates with zoning map updates and comprehensive plan updates.

Council Member Lee Malcom clarified that the property is surrounded by B3 and B2 Zoning.

Mr. Kelley explained that B3 Zoning is a more appropriate zoning, because it is a highway business corridor zoning.

Mayor Howard questioned how this takes the corridor overlay district into consideration, with no parking in the front.

Mr. Kelley answered that any potential business would be required to comply with the CDO requirements listed in Section 643 of the Zoning Ordinance.

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

Mr. Syed Farrukh Khan, with ATF Enterprises, spoke in favor of the rezone. He explained that he wants the property rezoned for business.

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

No Action.

MAYOR AND COUNCIL MEETING MARCH 13, 2018 6:00 P.M.

c. Zoning Ordinance Code Text Amendment

Code Enforcement Officer Patrick Kelley explained the purpose of this public hearing is to comply with Georgia zoning procedures law for the text amendments, but no action is required during the public hearing. The text amendments address: sign setbacks, residential floor area, inconsistent sign regulations, and minimum single family residential standards for R2 Zoning. It also changes the use of M1 Zoning from conditional to permitted, allowing the location of emergency management services in this zone without a public hearing. Mr. Kelley stated that the animal portion of the amendment was removed, and will be brought back before Council next month.

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

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

No Action.

III. NEW BUSINESS

1. Rezone – 406 East Spring Street

To approve the rezone.

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

2. Rezone – 1020 North Broad Street

Council Member Lee Malcom questioned the requirements for a car lot in the overlay corridor.

Code Enforcement Officer Patrick Kelley stated he would need to see a plan first. He explained that outdoor storage and car lots may have a carve-out for the storage of inventory. There would be aesthetic upgrades, with a limited selection of materials. Mr. Kelley stated there have been numerous conversations with the property owner referencing these requirements.

Council Member Wayne Adcock stated that he would like to see a plan, before moving forward with the rezone.

Mr. Kelley explained there is not a plan currently. A car lot was only one of the many possible uses for the property.

Council Member Larry Bradley questioned whether there is already a proposed use for the land.

Mr. Kelley answered that there are only possible potential uses at this time.

Mr. Farrukh explained he also owns the property next door, and it is already zoned as B3.

Council and staff further discussed the zoning of the surrounding properties.

To approve the rezone, with the plans conforming to the Corridor Overlay District.

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

MAYOR AND COUNCIL MEETING MARCH 13, 2018 6:00 P.M.

3. 1st Reading – Zoning Ordinance Code Text Amendment

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

4. Resolution – Georgia Cities Week, April 22 – 28, 2018

To adopt the resolution proclaiming the week of April 22nd Georgia Cities Week.

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

IV. ADJOURN

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

MAYOR

CITY CLERK



Council Meeting

AGENDA

April 10, 2018

Item:

March 1, 2018 Planning & Code Committee Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

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[03/01/18 Planning & Code Minutes](#)

**MONROE PLANNING AND CODE COMMITTEE
MINUTES
MARCH 1, 2018**

Those Present: Lee Malcom Chairman
David Dickinson Council Member
Larry Bradley Council Member

Staff: Patrick Kelley, Director of Code/Planning
Logan Propes, City Administrator

Visitors: None

The meeting was called to order by Chairman Lee Malcom at 5:30 pm

The first item of business: Update on R1A Moratorium

The committee discussed the hiring of an urban planner to develop/revisit the R1A zoning to include the form based code and smart growth design. There should be a product ready by August 2018.

The second item of business: HPC Standards

Committee member David Dickinson visited the February HPC Meeting. He feels good about the composition of the committee now. He let the commission know that the Council is supportive of them.

Patrick Kelley gave a synopsis of how the meeting went. It was smooth and historically informative. He offered the information to be sent to the Planning and Code Committee on training for the Historic Commission.

The third item of business: City Marshal update

The City Marshal is going hard at the junk cars and overgrown vegetation. Still looking into the parking situation and talking with the people to get them updated on the regulations and knowledge of it. Going forward the plan is to have a conversation with the people involved and help them to understand regulations on all issues.

The parking of cars on the streets was discussed. Per our Ordinance, cars are allowed to park on any street unless it is marked as "no parking on street".

The fourth item of business: Code Enforcement Update/Subcontractor

Update on Tommy McClellan's move back to Water, Sewer, Gas and Storm Water Dept and the using of the third party contractor for inspections. The new contractor is Bureau Veritas. They are doing all new permit inspections going forward.

The fifth item of business: Substandard Housing/Public Awareness Campaign

The public awareness campaign needs to be beefed up to let the people know what code compliant is and also how to report substandard properties.

The sixth item of business: Update on Sewer Expansion

Hofstadter and Associates are surveying the property to get the bid on 138 for the Alcovy Sewer Project. This should green light a lot more good quality development down the 138 corridor.

Next meeting scheduled for March 28, 2018

David Dickinson made a motion to adjourn. Meeting adjourned at 6:42 pm



Council Meeting

AGENDA

April 10, 2018

Item:

March 28, 2018 Planning & Code Committee Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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 [03/28/18 Planning & Code Minutes](#)

**MONROE PLANNING AND CODE COMMITTEE
MINUTES
MARCH 28, 2018**

Those Present: Lee Malcom Chairman
David Dickinson Council Member
Larry Bradley Council Member

Staff: Patrick Kelley, Director of Code/Planning
Logan Propes, City Administrator

Visitors: None

The meeting began.

The first item of business: Update on Code Enforcement in Pollock subdivision. The City Marshal has been in the neighborhood and has written many repair cleanup notices. He has received compliance from the majority. Those that don't comply receive a citation with a date to appear in court. The residents have been sending in complaints which are being addressed as they come in with complete compliance. The homeowners have organized to help get the neighborhood cleaned up. A possible Neighborhood Association has been suggested to help with some of the issues.

The second item of business: HPC Standards. The biggest concern with the Historic Preservation Commission is that if there is not a quorum or they do not make a decision, the agenda items are automatically approved within 45 days of the filing of the application. The possible remedy to this happening again is that a new board be appointed to step in to help or let the Council take over the decision of any board that cannot constitute a board. Logan will look into getting the ordinance update to modify the language.

Other concerns are the Historic Preservation Commission approving dilapidated houses for demolition. Patrick explained that some of the houses approved are due to being so dilapidated they are considered nuisance houses and would be treated as such.

The third item of business: Updates on partnering with a company to remove junk cars during the Great American Clean Up. No update on the company that will be used. The notification of the cleanup will be via banners and social media

The fourth item of business: Update on nuisance housing accomplishments. There have been 8 so far and will be 9 when S Madison Avenue houses are demolished. The city has torn down 1101 S Madison this year and the land was donated to the city.

The fifth item of business: Update on new position. Logan stated there were some new policy updates to be on the next agenda. If these are approved by the Council it will give him the flexibility to shift positions around within the budget. Then the position can be reclassified from Property Maintenance Inspector to Marshal and give additional help in the field. Tommy is still helping in the building inspections when needed.

Meeting ended.



Council Meeting

AGENDA

April 10, 2018

Item:

March 20, 2018 Planning Commission Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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 [03/20/18 Planning Commission Minutes](#)

**MONROE PLANNING COMMISSION
MINUTES
March 20, 2018**

Present: Rosalind Parks
Mike Eckles
Randy Camp
David Butler
Kyle Harrison

Absent: None

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

Visitors: Heath Hollandsworth, Steve Powers, Duane Wilson, Shauna Mathias and Clayton Mathias

The meeting was called to order by Chairman Mike Eckles at 5:29 pm.

Chairman Eckles asked for any changes, corrections or additions to the February 20, 2018 minutes. Hearing none he entertained a motion. Camp made a motion to approve. Parks seconded. Motion carried. Minutes Approved.

Code Officer Report: Update on things around town. Dairy Queen Contractor has purchased the permit for renovation approved for a COA and will be starting soon. The McDonalds will be getting their final inspection tomorrow and will be most likely completed by then. The rezone for 406 E Spring Street, Pete McReynolds, got approved at the Council level. Hotel engineers have been in contact with us and are working to get this started. The Wendy's is still planning to raze and rebuild but they are in a holding pattern for now. They have a few obstacles with meeting the CDO requirements and storm water concerns. Not sure of Spring Street project completion but will be sidewalks and lights all the way.

Chairman Eckles entertained a motion to amend the agenda to place the third item, rezone for 302 N Madison Avenue in first place and move others down. Harrison made a motion to amend. Parks seconded. Motion passed unanimously.

Public Hearing opened at 5:35 pm

The first item of business: is for petition # 18-00098 for a rezone for 302 N Madison Avenue. The applicant Shauna & Clayton Mathias, owners of the property, request a rezone from B1 to R1. The property has 90 ft of road frontage on N Madison Avenue. The property consists of .76 ac. Code Department recommends approval.

Chairman Eckles asked for someone representing the request.

Clayton Mathias spoke to the request. They ask that it be rezoned to accommodate the financing needs. A traditional lender will not refinance with it being zoned B1 as a residential use.

Chairman Eckles asked if there were any questions. Being none he proceeded.

Public hearing closed at 5:36 pm

Chairman Eckles entertained a motion. Harrison made a motion to approve. Butler seconded. Motion passed unanimously. Recommend approval to the Council.

Public hearing opened at 5:37 pm

The second item of business: is for petition # 18-00048 for a COA for an addition at 911 N Broad Street. The applicant, Steve Powers, request a COA to expand the existing car wash with an express tunnel and 6000 sq ft shop for auto repair and storage.

Steve Powers spoke to the request. He asked to be allowed to place a metal butler building on property behind the existing car wash for auto repair and an express tunnel so to accommodate his cliental. He would be using brick and stucco for the front of the building to match car wash and have sides be left as metal.

With some discussion it was determined a variance would be required to allow the sides and rear of the building to be metal. It was agreed that the development permits could be issued once plans are approved. It was also determined it would be best to table the petition until next meeting April 17, 2018.

Public hearing closed at 5:52 pm

Chairman Eckles entertained a motion. Parks made a motion to table until April 17, 2018 meeting. Camp seconded. Motion passed unanimously. Petition tabled until April meeting.

Public hearing opened at 5:53 pm

Third item of business: is for petition # 18-00051 for a COA at 723 N Broad Street. The applicant, Graystone Community Church Inc. is requesting for approval to repave their parking lot. The property consists of 5.70 acres.

Heath Hollingsworth, Pastor of the Monroe campus spoke to the request. They are asking for permission to demo the existing asphalt and hall it out, repack the existing base, repave it and restripe it.

Parks asked why this request needed to come before the CDO Commission. Kelley answered the only reason was because the trigger lever is \$5000 and this project is over \$5000.

Chairman Eckles asked for any questions. There was none.

Public hearing closed 5:57 pm

Chairman Eckles entertained a motion. Parks made a motion to approve. Butler seconded. Motion passed unanimously to table.

Old Business: Revisit a request for Rezone from R1 to R1A at 603 & 606 Alcovy Street. Petition # 18-00019.

Duane Wilson the owner spoke to the request. He presented the list of conditions for the request.

Kelley read the code report for this request. He is changing the recommendation from deny to approve with conditions. He requested change of the classification from R1A TO R1AC for the conditions to be included. Also to note that we need to incorporate these proposed condition into a development agreement and final plat as a planned district. Planning & Zoning and Council would need to add any conditions deemed appropriate at their level. We need to get some specificity on the aesthetics and final finish. The two subdivisions mentioned in the list of conditions have a significantly different finish.

Wilson stated he envisions more of the Retreat at Mill Creek for this development. The intentions are not to do 4 side brick. There will possibly be a lot lost due to changing from a two story to a single story on the plat.

Harrison added the roofing to be architectural shingles as one of the conditions.

Public hearing closed at 6:03

Chairman Eckles entertained a motion. Kyle motioned to approve with conditions being Architectural shingles, development agreement, recording of final plat and the five Duane proposed as listed.

1. Minimum sq footage 1,700 sq ft.
2. Brick and/or rock on 50% of fronts with 3 side's hardi plank (concrete) siding.
3. No vinyl on Cornish or soffits.
4. HOA will be required.
5. Professional landscaped planted buffer along Alcovy St. and entrance of subdivision.

Butler seconded. Motion passed unanimously. Recommend to approve

New Business:

Camp asked to verify that \$5000 is the threshold for the CDO Commission to approve something such as paving a parking lot.

Kelley it's for any project that exceeds \$5000 must have a COA from the Commission.

Harrison asked if the intent was to not have any metal buildings with the metal visible with less stucco efface but with more brick and stone.

Kelley confirmed the intent and the material.

Chairman Eckles entertained a motion to adjourn. Parks made a motion. Harrison seconded. Motion passed unanimously. Meeting adjourned at 6:07 pm



Council Meeting

AGENDA

April 10, 2018

Item:

March 27, 2018 Historic Preservation Commission Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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 [03/27/18 HPC Minutes](#)

Historic Preservation Commission
Minutes
March 27, 2018

Present: Mitch Alligood
Susan Brown
Marc Hammes
Faye Brassie
Crista Carrell

Absent: None

Staff: Debbie Adkinson, Code Dept Assistant

Visitors: Paul Holbrook

Meeting called to order at 6:00 pm.

Chairman Mitch Alligood entertained a motion to approve the minutes of February 27, 2018 as submitted. Crista made a motion to approve. Marc seconded. Motion Carried. Minutes approved.

Chairman Alligood asked for a motion to amend the agenda to place the first item at the end of the list due to no representative available. Crista made a motion to amend the agenda. Susan seconded. Motion passed. Item moved.

The first item of business is an application for COA for petition # 18-00060 at 101 N Broad Street. The applicant, P.A.H. Designs, request a COA to replace awning with a different style from original.

Paul Holbrook of P.A.H. Designs spoke to the request. He presented a drawing of some changes that would be made to the original picture in the packet. The change is that the bracket will only go to the center of the column with a lip on the edge. The awning will be 18' 2".

Chairman Alligood asked for any more questions or discussion. Being none he entertained a motion to approve the COA. Susan made a motion. Marc seconded. Motion passed unanimously. COA Granted.

The Second item of business is an application for petition # 18-00110 at 403 East Church Street. The applicant is Jesse Mitchell, owner of the property. The applicant is requesting a COA to add a privacy fence in the back yard.

There was no representation for this request. The commission discussed and decided to go forward with the hearing of the item.

After some discussion Chairman Alligood asked for a motion to approve. Marc made a motion. Fay seconded. Motion passed unanimously. COA Granted.

New Business: None

Chairman Alligood entertained a motion for adjournment. Crista made a motion. Marc Seconded. Meeting Adjourned at 6:11 pm.



Council Meeting

AGENDA

April 10, 2018

Item:

February 8, 2018 Downtown Development Authority Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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 [02/08/18 DDA Minutes](#)

Downtown Development Authority

City of Monroe

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

Members Present:

Lisa Anderson, Chairman
Mike Gray, Secretary
Whit Holder
Charles Sanders
Wesley Sisk
Andrea Gray
Meredith Malcom
Ross Bradley

City Staff:
Sadie Krawczyk
Leigh Ann Walker
Logan Propes

Excused absences:

Guests: None

The meeting was called to order at 8:02 by Chairman Lisa Anderson
A quorum of members was declared.

The minutes of the January meeting were approved after a motion was made by Mike Gray and a second by Wesley Sisk.

The December Financial Reports were approved after a motion by Charles Sanders and a second by Whit Holder.

Public Forum

None.

City Update

The updated alcohol ordinances have been passed, creating a historic downtown entertainment district with special rules that allow for having beverages outside of businesses; St. Albans is willing to offer their parking lot for public parking whenever it is not in use by the church, Sadie will follow up with them regarding signage and use; Lisa complimented the improved customer service in city hall.

Economic Activity Update

Gratuity Paper Company and Posh Cakery have opened; meeting schedule on Saturday with an established brewery interested in opening another location in Monroe; Monroe Mercantile will open by April 1 in the former Buckles space.

Committee Reports

Organization Committee - Annual Downtown Dinner is next Monday night, Feb. 12; Charles Sanders, Lisa Anderson, Wesley Sisk, and Meredith Malcom agreed to help with this committee

Promotions Committee -Chocolate Walk is tonight, Feb. 8; Car Show will be March 17; 2018 event cards have been mailed out; Team Up Mentoring 5K will be downtown on April 21 and partnering with Scoops and the Story Shop for this event.

Design Committee - Still waiting on the façade easement from Mr. Murray in order to start the mural; on Monday, Feb. 12, The Local Crowd campaign for Places to Play will launch; www.fundmonroe.com is the website for the crowdfunding campaign.

Economic Vitality - The board approved the Purchase and Sale Agreement of 202 E. Spring Street for \$295,773.00 after a motion from Mike Gray and a second from Wesley Sisk. Meredith Malcom recused herself from this vote.

Projects

Farmers Market- will begin on May 12 and extend the season longer this year to Nov. 17; season pass price has been raised to match the change in length.

Sculpt Monroe - no update at this time.

Childers Park - the energy education panels have been installed; City has committed to install water fountain by the end of March; removal of dead trees are underway and future replacement plantings will be planned.

Programs

Façade Grant - 2 applications - the first façade grant for 110 S. Broad Street was approved in the amount of \$1,500.00 after a motion from Charles Sanders and a second from Meredith Malcom; the second façade grant for 114 S. Broad Street was approved in the amount of \$1,500.00 after a motion from Whit Holder and a second from Ross Bradley; Wesley Sisk recused himself from both of these actions.

Community Event Grant - 1 application - the board approved a community event grant in the amount of \$250 for the Monroe Country Day School 5k after a motion from Andrea Gray and a second from Wesley Sisk.

New Business

The board reviewed and approved the 2018 DDA Budget after a motion from Mike Gray and a second from Ross Bradley; the board will review the budget and make amendments, if needed, at the annual planning retreat this summer.

Announcements

The next meeting will be March 8, 2018 at City Hall.

Downtown Annual Celebration & Kick-off Dinner, Monday, Feb. 12th, Cotton Warehouse, 6 pm.
Rotary Club Daddy/Daughter Dance will be on Feb. 10th

Charles Sanders also shared about an interesting dining concept called Fr8 Yard in Spartanburg, SC.

Lisa Anderson announced that she will be remodeling her store soon.

The meeting was adjourned after a motion was made by Charles Sanders and seconded by Mike Gray.



Council Meeting

AGENDA

April 10, 2018

Item:

March 15, 2018 Downtown Development Authority Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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 [03/15/18 DDA Minutes](#)

Downtown Development Authority

City of Monroe

Minutes of the meeting held Thursday, March 15th, 2018 at 8:00 am
City Hall
215 N. Broad Street, Monroe, GA 30655

Members Present:

Lisa Anderson, Chairman
Mike Gray, Secretary
Whit Holder
Charles Sanders
Wesley Sisk
Andrea Gray
Meredith Malcom
Ross Bradley

City Staff:
Sadie Krawczyk
Leigh Ann Walker

Excused absences:

Guests: None

The meeting was called to order at 8:02 by Chairman Lisa Anderson
A quorum of members was declared.

The minutes of the February meeting were approved after a motion was made by Charles Sanders and a second by Andrea Gray.

The January Financial Reports were approved after a motion by Mike Gray and a second by Ross Bradley.

Public Forum

Two guests attended the meeting, Alan Satterfield and Chip Underwood.

City Update

The city has begun work in the alleyway connecting Lumpkin and Spring Street. The 2018 CDBG application will be for sewer infrastructure in the mill district along S. Madison Avenue.

Economic Activity Update

Monroe Mercantile will have a grand opening on April 7 in the former Buckles space; Broad Street Boots will open in new location on March 24; Corey Alana Moon Photography opened on March 9; 2 breweries are looking to locate in Monroe at this time; 406 E. Spring St. has been rezoned to allow a loft apartment upstairs and a metal worker artist is interested in renting the live/work space for her gallery and home.

Committee Reports

Organization Committee - Sponsorships are coming in; over \$15,000 committed to date. Committee needs to meet before next board meeting.

Promotions Committee -Car Show may be postponed to 3/24 due to rain in forecast; Alive After Five will start in April

Design Committee - new mural is being painted; activity alley work is coming together, it will cost \$1800 for the electrical work to install string lights in the alley. The Local Crowd campaign for Places to Play is underway to fund this project

Economic Vitality - The board amended the motion from last month to approve the Purchase and Sale Agreement of 202 E. Spring Street for \$295,773.00, adding the purchaser's name, Pimento Investment Group LLC, after a motion from Mike Gray and a second from Wesley Sisk. Meredith Malcom recused herself from this vote.

Projects

Farmers Market- Farm to Table fundraiser is April 28th; beginning to explore the possibility of a commercial kitchen in downtown for market vendors to use, meeting with John Huff of the Wimberly Center in Winder as a resource and partner for this project.

Sculpt Monroe - 18 month period of sculpture installations has finished; up to MWCA how this program will continue

Childers Park - Easter Egg hunt in the park is 3/24; water fountain to be installed this month. Ross Bradley and Andrea Gray agreed to take a look at Childers Park to explore the possibility of piping the stream in the park.

Programs

Façade Grant - none.

Community Event Grant - 1 application - the board approved a community event grant in the amount of \$250 for the Monroe Cotton Mills' Food Truck Friday event on 4/13 after a motion from Mike Gray and a second from Wesley Sisk.

New Business

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

Announcements

The next meeting will be April 12, 2018 at City Hall.

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

Synovus Bank will be hosting a branding party on 3/23 with the Silver Queen food truck and Scoops ice cream in their customer parking lot, 11:30 - 1:30.

Onestreet Residential has invited our board to the open house of their most recent project, Mainstreet Breckenridge in Duluth on April 17, 2-6 pm.

The meeting was adjourned after a motion was made by Ross Bradley and seconded by Whit Holder.

**STATE OF GEORGIA
COUNTY OF WALTON**

**AGREEMENT FOR THE PURCHASE AND
SALE OF IMPROVED REAL PROPERTY**

THIS AGREEMENT, is made and entered into as of this ___ day of _____, 2018, by and between Pimento Investments, LLC (hereinafter referred to as “Purchaser”), and the Downtown Development Authority of the City of Monroe, Georgia, (hereinafter referred to as the “DDA” or “Seller”).

WITNESSETH:

For and in consideration of the earnest money hereinafter referred to and in further consideration of the mutual promises and benefits flowing between the parties hereto, it is hereby agreed between the parties hereto as follows:

1. **PURCHASE AND SALE**. Upon all the terms and conditions hereinafter set forth, Seller shall sell and Purchaser shall purchase from Seller those certain tracts or parcels of real property located in Walton County, Georgia as follows:

Tract 1:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, City of Monroe, located in Land Lot 65 of the 3rd Land District, containing 0.226 acres, more or less, according to a survey entitled “Boundary Survey for: City of Monroe,” dated June 6, 2017, prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, Georgia Registered Land Surveyor No. 2921, recorded in Plat Book 113, page 30, Clerk’s Office, Walton County Superior Court. Reference to said survey is hereby made and the same is incorporated herein for a more complete description of the property conveyed. This being the real property commonly known as 202 E. Spring Street, Monroe, according to the present system of numbering properties in Walton County, Georgia. Tax Parcel ID No. M0140140, being more particularly described in **Exhibit A** attached hereto and made a part hereof by reference, referred to in its entirety as “Tract 1”.

Tract 2:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, in the City of Monroe, located in Land Lot 65 of the 3rd District, containing 0.055 acre, more or less, as shown by a survey entitled "Boundary Survey For Jeremy V. Kilburn," dated August 23, 2005, prepared by Alcovy Surveying Company, Inc., certified by Ronald Calvin Smith, Georgia Registered Land Surveyor No. 2921, recorded in Plat Book 97, page 54, Clerk's Office, Walton Superior Court. Reference to said plat of survey and the record thereof being hereby made for a more complete description. This being the real property commonly known as 115 Midland Avenue, Monroe, Georgia, according to the present system of numbering properties in the Walton County Tax Assessor’s Office. Tax Parcel ID No. M0140141, being more particularly described in **Exhibit B** attached hereto and made a part hereof by reference, referred to in its entirety as “Tract 2”.

Tracts 1 and 2 together with (a) all permits, licenses, privileges, rights, members and appurtenances thereto, together with all trees, shrubbery, plants; (b) all electrical, mechanical, plumbing, heating and air conditioning systems and all fixtures and other improvements located thereon; (c) all rights of Seller under all leases of which Seller is a party and which affect the real property (the "Leases"), and (d) all items of personal property owned by Seller, located on the real property and used in the operation of the building (the "Personal Property"); both Tract 1 and Tract 2 hereinafter collectively referred to herein as the "Property".

2. EARNEST MONEY. Purchaser, within three (3) business days of the execution of this Agreement by all parties (the "Date of this Agreement"), shall deliver to: Foster, Hanks & Ballard, LLC, "Escrow Agent", as earnest money, a deposit (the "Earnest Money") in the amount of Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00) by wire transfer or check pursuant to the instructions delivered by Escrow Agent to Purchaser. Said Earnest Money shall be applied as part payment of the Purchase Price or otherwise disbursed as set forth herein. The parties to this Agreement agree that Escrow Agent shall deposit the Earnest Money in Escrow Agent's non-interest bearing IOLTA Escrow Trust Account. In the event Purchaser terminates this Agreement during the Inspection Period (hereinafter defined) for any reason, all Earnest Money shall be fully refundable to Purchaser. After the end of the Inspection Period, all Earnest Money shall be non-refundable to Purchaser except as expressly provided herein. The parties to this Agreement understand and agree that the disbursement of the Earnest Money held by the Escrow Agent can occur only (A) at closing; (B) upon written agreement signed by all parties having an interest in the funds; (C) upon court order; (D) upon the failure of any contingency or failure of either party to fulfill its obligations as set forth in this Agreement; or (E) as otherwise set out herein. In the event of a dispute between Purchaser and Seller regarding this Agreement and/or distribution of the Earnest Money, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to interplead all or any disputed part of the Earnest Money into the registry of the court, and thereupon be discharged from all further duties and liabilities hereunder. The filing of any such interpleader action shall not deprive Escrow Agent of any of its rights under this Agreement. Purchaser and Seller agree that Escrow Agent shall be entitled to be compensated by the party who does not prevail in the interpleader action for its costs and expenses, including reasonable attorney's fees, in filing said interpleader action. In such disputed cases, if Escrow Agent decides not to interplead, Escrow Agent may make a disbursement of the Earnest Money upon a reasonable interpretation of this Agreement. If Escrow Agent decides to make a disbursement to which all parties to this Agreement do not expressly agree, Escrow Agent shall give all parties fifteen (15) days notice in writing of Escrow Agent's intent to disburse. Such notice shall be delivered by certified mail to the parties' last known address and must recite to whom and when the disbursement will be made. After disbursement, Escrow Agent shall notify all parties by certified mail of such disbursement. Any such disbursement made by Escrow Agent upon advice of counsel shall conclusively be deemed to have been made upon a reasonable interpretation.

3. PURCHASE PRICE. The purchase price for the Property ("Purchase Price") shall be Two Hundred Ninety-Five Thousand, Seven Hundred Seventy-Three Dollars and 00/100 (\$295,773.00). The Purchase Price, as adjusted by all credits and prorations permitted or required by the provisions of this Agreement will be paid at the Closing as follows:

1. The Earnest Money called for herein shall first be applied towards the Purchase Price as a credit in favor of the Purchaser.
2. The Seller shall finance the purchase of the Property by Purchaser through "100% Seller Financing" as follows:
 - a. At Closing Purchaser shall execute in favor of Seller a Promissory Note in a form to be agreed upon by the Parties.
 - b. The terms of said Promissory Note shall be as follows:
 - i. Amount of the Promissory Note: \$295,773.00
 - ii. Term of the Promissory Note: Amortized on a ten (10) year schedule, sixty (60) monthly payments, with a final balloon payment due on the sixty-first (61st) month after payments commence.
 - iii. Interest Rate of the Promissory Note: 6.0% simple interest per annum
 - iv. Payment frequency: Monthly, with the first payment due on the first day of the month after the one (1) year anniversary of the Closing.
 - v. Additional terms:
 1. No prepayment penalty
 2. Purchaser shall execute a first priority Security Deed against the Property in favor of Seller to secure the Promissory Note
 3. Seller agrees to subordinate its first priority Security Deed against the Property for purposes of Purchaser obtaining construction financing to improve and renovate the Property up to a maximum amount of Four Hundred Thousand Dollars and 00/100 (\$400,000.00).
3. Any additional funds required to close by either party shall be transmitted to Preston & Malcom, P.C. by wire transfer at least twenty-four (24) hours prior to the Closing.

4. TITLE. Seller shall furnish insurable fee simple title to the Property by limited warranty deed. "Insurable" as used herein is defined to mean title which is insurable by a national title insurance company licensed to do business in the State of Georgia (the "Title Company") at its standard rates on an ALTA 2006 owner's policy ("Owner's Title Policy") without exception other than for the following (hereinafter referred to as "Permitted Exceptions"): (i) liens for ad valorem taxes not yet due and payable; (ii) zoning ordinances that do not affect the contemplated development of the Property; (iii) general utility, sewer, right of way and drainage easements of record which do not affect the contemplated development of the Property; and (iv) any matters shown on the Title Commitment and/or the Survey that are not objected to by Purchaser as provided herein or for which an objection has been waived as provided herein. Purchaser shall have through the end of Inspection Period to examine title to the Property and to furnish Seller with a current title commitment (the "Title Commitment") showing the state of the title to the Property which would appear in an Owner's Title Policy, if issued, accompanied by true, correct and legible (to the extent available from the applicable public records) copies of all recorded instruments affecting title to the Property, and committing to issue such Owner's Title Policy to Purchaser in the full amount of the Purchase Price.

If any exceptions appearing in the Title Commitment, or if any aspect of any newly obtained survey, are unacceptable to Purchaser, Purchaser shall notify Seller of such fact in writing prior to the expiration of the Inspection Period and shall provide Seller with a written statement of such title objections. Seller shall have ten (10) days from receipt of the written statement of title objections ("cure period") to satisfy (or as to monetary claims to commit to satisfy) all valid objections. All City and County *ad valorem* taxes for calendar year 2018 shall be prorated as of the Closing Date. All City and County *ad valorem* property and sanitary taxes will be paid in full by seller for all years 2017 and prior and there will not be at Closing any unpaid bills for utilities, repairs, materials, or supplies or other services or any claims, demands, judgments, orders, or directives which now, or with the passage of time, could constitute a lien against the Property. Seller covenants that it shall cure the following at closing: (i) all mortgages, monetary liens, tax sale certificates, judgments and other encumbrances suffered, created or permitted by Seller which are in a stated liquidated amount and may be cured and discharged by payment of a sum of money ("Monetary Liens"), regardless of the amount; and (ii) any title objections which may be cured and discharged by execution of a document requiring the signature of no party other than Seller (including any affidavits which may reasonably be required by the Title Company) at no cost to Seller. If, at Closing, there are any liens or encumbrances on the Property which Seller is obligated by this Agreement or elects to pay and discharge, Seller (or Purchaser) may use any cash portion of the Purchase Price to satisfy (or commit to satisfy) the same, and Seller shall deliver to Purchaser at Closing instruments in recordable form sufficient to satisfy such liens and encumbrances of record. If Seller fails to satisfy (or commit to satisfy) such valid objections within the cure period, then at the option of Purchaser, exercised by written notice to Seller, (i) this Agreement shall be null and void, and the Earnest Money shall be promptly returned to Purchaser, or (ii) Purchaser shall waive such objections (which shall thereafter become "Permitted Exceptions") and proceed to Closing without reduction in the Purchase Price, except for payment of Monetary Liens at Closing. In the event that Purchaser fails to make such election within five (5) days after the expiration of Seller's cure period, Purchaser shall be deemed to have selected (ii) above. Seller agrees not to hereafter record any documents which may affect title to the Property, without Purchaser's approval, prior to Closing.

Following Seller's cure period, Purchaser shall have until the Closing Date in which to reexamine title to the Property and in which to give Seller notice of any additional title objections disclosed by such reexamination and which were not filed and properly indexed of record on the date of Purchaser's initial examination or not included in the original Title Commitment provided to Purchaser by Title Company, in which case, the time periods set forth above shall apply to such additional title objections, and Seller's cure period in response thereto (with a corresponding extension of the Closing Date), and all rights and obligations of Purchaser and Seller with regard to such additional notices shall be the same as the original notices. Seller shall have until the Closing Date in which to cure or satisfy all title objections agreed to be cured by Seller.

5. CLOSING. Purchaser and Seller shall consummate and close the sale contemplated by this Agreement (the "Closing") through the offices of Preston & Malcom, P.C., Attorneys for the Seller. This sale shall be closed on or before that date (the "Closing Date") which is to occur within forty-five (45) days after the expiration of the Inspection Period further identified and described in Paragraph 6 herein.

(a) At Closing, Seller shall execute and deliver to Purchaser the following:

- (i) a limited warranty deed conveying to Purchaser marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions;
- (ii) a quitclaim deed, if necessary, to correct minor variances in the legal description of the Property as may be denoted in any new survey obtained by Purchaser;
- (iii) a quitclaim bill of sale conveying to Purchaser all its interest in and to all Personal Property owned by Seller, located on the Property and used in the operation thereof;
- (iv) An owner's affidavit in form and substance satisfactory to Purchaser and the Title Company to permit the issuance of the Owner's Title Policy committing to insure at standard premium rates the title to be delivered to Purchaser pursuant to this Agreement, free and clear of all liens, encumbrances, restrictions and easements whatsoever, except for the Permitted Exceptions, with the standard exceptions for mechanics' liens and parties in possession (other than parties in possession under the Leases) deleted;
- (v) an affidavit by Seller stating, under penalty of perjury, Seller's United States taxpayer identification number and stating that Seller is not a foreign person, as that term is defined in Section 1445 of the Internal Revenue Code;
- (vi) an affidavit by Seller sufficient to establish Seller's Georgia residency, such that withholding from the proceeds of the sale of the Property are not subject to the withholding laws of the State of Georgia;
- (vii) two (2) counterparts of an assignment and transfer of the Leases, conveying to Purchaser all right, title and interest in and to all Leases set forth on Exhibit "C" (the "Assignment and Assumption of Leases") which Purchaser shall also execute, and Purchaser shall assume, from and after the date of Closing, all obligations of Seller, as landlord under the Leases with the exception of reimbursing any existing tenants for moving expenses, the cost of unamortized tenant improvements or any other fees or expenses associated with the termination of the Leases, all of which shall be paid for by Seller as set forth hereinbelow (said Assignment and Assumption of Leases shall contain cross-indemnifications by Seller and Purchaser thereunder);
- (viii) tenant notification letters from Seller, dated as of the Closing Date, containing notice of sale and Seller's authorization to the tenants of the Property for payment of rental directly to Purchaser or Purchaser's managing agent, in form acceptable to Purchaser;
- (ix) estoppel certificates from tenants under the Leases in the form required under the Leases. At Purchaser's option, if any estoppel certificates have not been

received, Seller shall provide Purchaser with a landlord's estoppel certifying that the Leases for which certificates have not been received are unmodified and in full force and effect, the date to which rental and any other charges payable by the tenants thereunder are paid; the amount of the security deposits, if any, and that there are not any uncured defaults under the Leases (or specifying such defaults if any are claimed);

- (x) two (2) counterparts of an assignment of approvals, warranties and other intangibles (which Purchaser shall also execute) vesting in Purchaser all of Seller's interest in all certificates of occupancy, operating and building permits, governmental approvals, warranties and guarantees then in effect, utility deposits, plans and specifications;
 - (xi) an affidavit signed by Seller and Purchaser regarding Commercial Real Estate Brokers and agents warranting that no real estate brokers and agents, except Broker (as defined in Paragraph 12, below), if any, were involved in this transaction and that neither Seller nor Purchaser has entered into any written agreement with any commercial real estate broker for the payment of a real estate commission or fee relating to the purchase, sale, management, leasing or other licensed services pertaining to Commercial Real Estate (as defined in O.C.G.A. §44-14-601(3)) except Broker, and indemnifying and holding harmless the other party for all loss or damage arising out of any reliance upon the statements made in the affidavit;
 - (xii) a closing statement, which shall be signed by Seller and Purchaser;
 - (xiii) evidence reasonably acceptable to the Title Company and to Purchaser, authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller.
 - (xiv) an Internal Revenue Service information sheet to enable the closing attorney to file Form 1099-S as required by the Tax Reform Act of 1986, and all regulations applicable thereto; and,
 - (xv) a certificate of possession executed by Seller, or such other document establishing, warranting, and evidencing that all tenancies have been terminated and that each tenant has vacated the Property excepting only those identified on Exhibit "C".
- (b) Closing Costs –
- (i) Seller shall be responsible for paying its own attorney fees, recording fees for deed transfer, proration of its portion of *ad valorem* taxes for calendar year 2018, state transfer taxes.

- (ii) Purchaser shall be responsible for all other closing costs including but not limited to: survey costs, inspection costs, title examination, title insurance commitment and owner's and lender's policies, its own legal fees, and all other expenses incurred at the instruction of Purchaser.

The provisions of this Section 5 shall survive the Closing.

6. INSPECTION/DUE DILIGENCE PERIOD. Purchaser shall have the right through agents, employees, surveyors, engineers and contractors to enter upon the Property and make inspections, surveys, soil and groundwater tests, soil borings, and all other examinations deemed necessary by Purchaser to evaluate the character and condition of the Property. All such tests shall be nondestructive and Purchaser shall restore the Property to the condition that existed immediately prior to such work or test. Purchaser shall have until that date which is Thirty (30) days subsequent to the Date of this Agreement (the "Inspection Period") to determine the suitability of the Property for its purposes. If Purchaser, in its sole and absolute discretion, determines that the Property is unsuitable for its purposes for any reason whatsoever, Purchaser may terminate this Agreement by written notice to Seller prior to the end of the Inspection Period, in which event the Earnest Money shall be promptly returned to Purchaser, less One Hundred and 00/100 Dollars (\$100.00), which shall be paid to and retained by Seller as independent consideration for the termination rights granted Purchaser herein, and the parties shall have no further rights or obligations hereunder, except as otherwise provided in this Agreement. In the event Purchaser terminates this Agreement, Purchaser agrees to promptly return to Seller all due diligence materials delivered by the Seller to Purchaser.

Purchaser hereby indemnifies Seller and holds Seller free and harmless from and against any and all losses, costs, damages and expenses (including attorney's fees) suffered or incurred by Seller by reason of the exercise of the rights of entry upon the Property granted to Purchaser in this Paragraph.

The provisions of this Section 6 shall survive the Closing or any termination hereof.

7. POSSESSION. Possession of the Property shall be delivered immediately upon Closing free of any tenancies or rights of occupancy or possession for any portion of the Property except only those portions subject to the rights of tenants under the Leases identified in Exhibit C.

8. CONDITION OF PROPERTY. Seller shall remove or cause to be removed that certain building/appurtenance currently situated on Tract 2, commonly referred to as the "Law Building," at or before Closing. This shall include removal of the building/appurtenance Law Building and all materials comprising the structure of the Law Building in a manner so that the original, concrete slab is all that remains of the Law Building on Tract 2. Said removal of materials shall include, but not be limited to, the proper removal, disposal and remediation of certain floor tiles in the Law Building that were found to contain asbestos by consultants of Seller. Further environmental remediation to be completed prior to Closing shall also include the capping of all environmental testing wells located on the Property.

Aside from those conditions expressly described herein regarding the structure of the Law Building, commencing upon the Date of this Agreement and extending through Closing hereunder, the Property shall remain in the same condition as on the date hereof, except, however, for normal

wear and tear, casualty and condemnation. Until Closing, Seller shall, at Seller's expense, maintain in full force and effect the same fire and extended coverage insurance carried by Seller on the Property on the date of this Agreement and otherwise continue to operate and maintain the Property consistent with Seller's present business practices.

If prior to the closing all or any substantial portion of said Property is substantially damaged or destroyed by any cause, or if all or any portion of said Property is condemned (and receipt by Seller of any notice of proposed or actual condemnation shall, for the purposes of this Paragraph, be deemed to be a condemnation) or conveyed under threat or in lieu of condemnation, then and in any such event, at the election of Purchaser: (i) this Agreement may be canceled, and the Earnest Money shall be promptly returned to Purchaser; or (ii) this Agreement shall remain in full force and effect and the sale contemplated hereby shall be consummated and, at Closing, Seller shall assign, transfer and set over to Purchaser all insurance proceeds, if any, and condemnation awards paid or payable on account of such damage, destruction or condemnation.

9. REPRESENTATIONS AND WARRANTIES OF SELLER. In order to induce the Purchaser to purchase the Property and to consummate the transaction contemplated hereby, Seller hereby represents and warrants to the Purchaser that, to the best of Seller's knowledge, the following are true statements as of the date hereof; and Seller agrees to notify Purchaser of any changes in such representations and warranties between the date of this Agreement and the Closing Date (for purposes of this Section, Seller's actual knowledge shall include information available to Seller or Seller's officers, employees or property managers):

(i) Seller owns a fee simple interest in the Property, and at the Closing will convey or cause to be conveyed to Purchaser Insurable fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) Seller is a resident of the State of Georgia. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. Performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound.

(iii) There is no existing or pending litigation, or actions with respect to any aspect of the Property, or against Seller which, in either case, might affect Seller's ability to close, nor, to Seller's actual knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

(iv) Exhibit "C" attached hereto and made a part hereof is a complete and correct list of all leases or tenancies for any portion of the Property in effect as of the Date of this Agreement (all of said leases and tenancies being herein collectively referred to as the "Leases"). As of the date hereof and except as otherwise set forth on Exhibit "C," the Leases are in good standing and Seller shall notify Purchaser of any known defaults by the tenants under the Leases prior to Closing by giving Purchaser a current report similar to Exhibit "C". There are no leases (oral or written)

or tenancies for any portion of the Property other than as set forth in said Exhibit "C." There are no modifications, understandings, or agreements with respect to the Leases except as attached as part of Exhibit "C". No tenant improvement allowance or other payment, commission or leasing commission or other commission is due or payable to any firm, corporation or other entity with respect to or on account of the current term of the Leases and, if any such fees are payable, same shall be paid or escrowed at Closing and Seller agrees to pay same.

(v) There is not (a) pending or, to Seller's actual knowledge, contemplated, any annexation or condemnation proceedings affecting, or which may affect, all or any portion of the Property, (b) proposed or pending proceedings to change or redefine the zoning classification of all or any portion of the Property, or (c) any proposed change in road patterns or grades which may materially and adversely affect access to the roads providing a means of ingress to or egress from the Property.

(vi) No proceedings seeking reductions in real estate taxes imposed upon the Property or the assessed valuation of any portion thereof are currently pending.

(vii) All real and personal property taxes due and payable with respect to the Property for 2017 and prior years, and all interest and penalties payable with respect thereto, have been fully paid.

(viii) To the best of Seller's knowledge: (a) No Hazardous Materials (as hereinafter defined) are located on the Property in violation of the Environmental Laws (as defined hereinafter); (b) no underground storage tanks are located on the Property; (c) the Property has never been used as a dump for waste material; and (d) no written notices have been received by Seller that the Property fails to comply with any applicable governmental law, regulation or requirement relating to environmental and occupational health and safety matters and Hazardous Materials. As used herein, a "Hazardous Material" means any hazardous, toxic or dangerous waste, substance or material, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any other federal, state or local law, ordinance, rule or regulation applicable to the Property and establishing liability standards or required action as to reporting, discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous waste, substance or material (the "Environmental Laws") , excepting those issues specifically outlined and included in Paragraph 21 Special Conditions.

(ix) There are no outstanding or unpaid judgments against the Seller with respect to the Property or against the Property.

(x) All of Seller's Personal Property on the Property, if any, is owned by the Seller free and clear of any conditional bills of sale, chattel mortgages, security agreements or financing statements or other security interests of any kind.

(xi) Seller has not received written notice that the construction, operation and present use of the Property violates any applicable zoning statutes, ordinances, regulations and laws or restrictions, covenants, easements and cross-easements affecting the Property.

At Closing, Seller shall in writing reaffirm to Purchaser the truth and correctness, as of the Closing Date, of each of said representations and warranties, and of any representations, warranties or agreements set forth elsewhere in this Agreement.

10. LEASES. From and after the Date of this Agreement, Seller shall not enter into new leases or amend, renew or make modifications to existing Leases without the prior written consent of Purchaser. Purchaser's failure to approve any such lease, amendment, renewal or modification within three (3) calendar days following the date of receipt of such proposal from Seller shall be deemed to be Purchaser's objection to such proposal.

11. ASSIGNMENT. Purchaser shall not be allowed to assign this contract to a third party without first obtaining the consent of Seller.

12. BROKERS AND AGENTS; INDEMNITY. Seller and Purchaser represent and warrant to that neither has not employed or engaged any real estate brokers or agents in connection with the Agreement or the purchase and sale of the Property contemplated herein. Notwithstanding the foregoing, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all losses, costs, damages and expenses (including, without limitation, attorneys' fees and costs of litigation) ever suffered or incurred by Seller by reason of any claim or demand made against Seller by any other broker or agent by, through or under Purchaser for any commissions, fees or other compensation in connection with this Agreement or the purchase and sale of the Property Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all losses, costs, damages and expenses (including, without limitation, attorney's fees and costs of litigation) ever suffered or incurred by Purchaser by reason of any claim or demand made against Purchaser by any other broker or agent by, through or under Seller for any commissions, fees or other compensation in connection with this Agreement or the purchase and sale of the Property. The indemnities contained in this Paragraph shall expressly survive the Closing or any termination of this Agreement.

13. DEFAULTS. In the event Seller breaches or fails to perform or comply with any of its covenants, duties, agreements, or obligations as set forth in this Agreement, Purchaser shall, as its sole rights and remedies therefore, be entitled to (a) terminate this Agreement by giving written notice thereof to Seller, in which event Escrow Agent shall deliver the Earnest Money to Purchaser, and recover from Seller, Purchaser's actual, direct damages (which shall be defined as Purchaser's actual costs and expenses incurred in furtherance of this Agreement) arising from Seller's default or breach (but in no event shall Purchaser be entitled to seek or to recover any indirect, consequential or punitive damages against Seller), and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect, and Seller and Purchaser shall not have any further rights, liabilities, duties or obligations hereunder, or (b) seek and obtain specific performance by Seller of its covenants, agreements and obligations to sell the Property to Purchaser as set forth in

this Agreement and the Purchase Price shall be reduced by Purchaser's actual, reasonable costs of pursuing such remedy.

In the event Purchaser breaches or fails to perform or comply with any of its covenants, duties, agreements, or obligations as set forth in this Agreement, Seller's obligation to sell the Property hereunder and Purchaser's right to purchase the Property hereunder shall, at the option of Seller and upon notice thereof to Purchaser, immediately terminate, and Seller shall be entitled to retain the Earnest Money as liquidated damages therefor whereupon, except as expressly provided to the contrary herein, this Agreement shall be of no further force or effect, and Seller and Purchaser shall not have any further rights, liabilities, duties or obligations hereunder, except for those rights, duties and obligations which by their terms are to survive the termination of this Agreement. Seller and Purchaser expressly agree that the actual damages for any such breach or default by Purchaser are now and probably in the future will be impossible to ascertain with certainty, and the foregoing liquidated damages provision represents a reasonable estimate of the probable extent of such damages and is not intended as a penalty. Notwithstanding any of the foregoing provisions of this Paragraph to the contrary, nothing contained in this Agreement shall in any manner limit the liability of Seller or any of Purchaser's rights and remedies at law or in equity against Seller arising by reason of any express indemnification of Purchaser by Seller contained herein.

14. TIME OF ESSENCE: GOVERNING LAW. Time is of the essence of this Agreement. This Agreement shall be governed by and construed pursuant to the laws of the State of Georgia.

15. PRIOR DISCUSSIONS, AGREEMENTS AND AMENDMENTS. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of said Property and all other matters contained herein, and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

16. RESPONSIBILITY TO COOPERATE. Seller and Purchaser agree that such documentation as is reasonably necessary to carry out the terms and conditions of this Agreement shall be produced, executed and/or delivered by such parties at the time required to fulfill the terms and conditions of this Agreement. Seller shall permit Purchaser to visit with current tenants of the Property as part of Purchaser's due diligence.

17. NOTICE. Any and all notices required or permitted to be given hereunder shall be in writing and may be delivered in person to either party or may be sent by courier, recognized national overnight delivery service or by United States Mail, certified, return receipt requested, postage prepaid to:

If to Seller:

City of Monroe
Mayor John Howard
215 North Broad Street
Monroe, Georgia 30655

With Copy to counsel for Purchaser:

Paul L. Rosenthal, Esq.
Preston & Malcom, P.C.
110 Court Street
Monroe, Georgia 30655

If to Purchaser:

Pimento Investments, LLC
P.O. Box 2016
Lawrenceville, Georgia 30046

With Copy to counsel for Purchaser:

If to Escrow Agent:

Foster, Hanks & Ballard, LLC
c/o Jeff Foster, Esq.
302 N. Broad St.
Monroe, Georgia 30655

Any such notice shall be deemed received by the party to whom it was sent (i) in the case of personal delivery, recognized national overnight delivery service or courier delivery, on the date of delivery to such party, (ii) in the case of certified mail, the date receipt is acknowledged on the return receipt for such notice, and (iii) if delivery is rejected or refused or the courier, overnight delivery service or U.S. Postal Service is unable to deliver same because of changed address of which no notice was given pursuant hereto, the first date of such rejection, refusal or inability to deliver.

18. BINDING EFFECT. This Agreement shall bind and inure to the benefit of Seller and Purchaser, and their respective successors and assigns.

19. DELIVERY OF DOCUMENTS. Within twenty (20) days of the Date of this Agreement to the extent available, Seller shall deliver to Purchaser a copy of Seller's most recent title policy (with copies of all exceptions, including any easements or restrictions affecting the Property) and the most recent survey of the Property together with any and all plans, specifications, engineering studies, environmental studies, appraisals, repair schedules and warranties or guarantees in Seller's possession, copies of all leases, guarantees, service contracts, a rent roll, and list of security documents. In the event Purchaser terminates this Agreement as herein provided, Purchaser shall return to Seller all due diligence materials provided by Seller.

20. EXECUTION. This Agreement may be executed in any number of identical counterparts, each of which shall be effective only upon delivery, which may include delivery by facsimile, and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

21. ENVIORMENTAL SPECIAL CONDITIONS. The Parties acknowledge the Property has been entered into the Brownfield Program maintained by the Georgia Environmental Protection Division (EPD), as provided under Article 9 of Chapter 8, Title 12 of the Georgia Brownfield Act. An application was submitted by Seller for acceptance into the Brownfield Program after a low level detection of Tetrachloroethene (PCE) in the groundwater from an off-site source. Georgia EPD granted a provisional limitation of liability on August 17, 2017 by way of correspondence following a review of environmental investigations reported in an August 10, 2017 Prospective Purchaser Corrective Action Plan. No further environmental investigations, including additional testing or clean-up, is currently required nor should any be reasonably anticipated to maintain acceptance in the Brownfield Program. A final Limitation of Liability certificate will be provided by Georgia EPD. This certificate is fully transferable to the Purchaser as well as future owners of the Property.

22. **"AS IS, WHERE IS". PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN THIS AGREEMENT IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS", AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY,**

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WARRANTIES OF TITLE SHALL BE AS SET FORTH IN THE DEED (IN COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT) AND OTHER DOCUMENTS USED TO CONVEY THE PROPERTY FROM SELLER TO PURCHASER AT CLOSING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, this day and year first written above.

SELLER
DOWNTOWN DEVELOPMENT
AUTHORITY of the CITY OF
MONROE, GEORGIA

Witness

_____(SEAL)
By: _____
Its: _____

Notary Public

PURCHASER

Pimento Investments, LLC

Witness

_____(SEAL)
By: _____
Its: _____

Notary Public



Council Meeting

AGENDA

April 10, 2018

Item:

February 8, 2018 Conventions and Visitors Bureau Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [02/08/18 CVB Minutes](#)

Monroe Convention and Visitors Bureau Authority
Minutes of the meeting held Thursday, February 8, 2018 at 9:00 am
City Hall
215 N. Broad Street, Monroe GA 30655

Members Present:

Lisa Anderson, Chairman
Mike Gray, Secretary
Whit Holder
Charles Sanders
Wesley Sisk
Meredith Malcom
Ross Bradley
Andrea Gray

City Staff:
Sadie Krawczyk
Leigh Ann Walker
Logan Propes

Excused absences: None.
Guests: None.

The meeting was called to order at 9:29 am by Chairman Lisa Reynolds.
The minutes of the January meeting were approved with a motion from Charles Sanders and a second by Mike Gray.
The December Financials were approved after a motion from Mike Gray and a second by Whit Holder.

Chairman's Report:
None.

Executive Directors Report:
MRI Hotels has announced their intent to construct an 80+ room hotel in Monroe near the HWY 138/Spring Street area.

Old Business:
The Local Crowd - launching the local tool and first campaign on Monday night at the awards dinner, 2/12.

New Business:
2018 Budget - reviewed and approved after a motion from Whit Holder and a second from Meredith Malcom.

Announcements:
The next meeting will be March 8, 2018

The meeting was adjourned after a motion from Charles Sanders and a second from Mike Gray.



Council Meeting

AGENDA

April 10, 2018

Item:

March 15, 2018 Conventions and Visitors Bureau Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [03/15/18 CVB Minutes](#)

Monroe Convention and Visitors Bureau Authority
Minutes of the meeting held Thursday, March 15, 2018 at 9:00 am
City Hall
215 N. Broad Street, Monroe GA 30655

Members Present:

Lisa Anderson, Chairman
Mike Gray, Secretary
Whit Holder
Charles Sanders
Wesley Sisk
Meredith Malcom

Ross Bradley
Andrea Gray

City Staff:
Sadie Krawczyk
Leigh Ann Walker

Excused absences: None.
Guests: None.

The meeting was called to order at 8:48 am by Chairman Lisa Reynolds.
The minutes of the February meeting were approved with a motion from Andrea Gray and a second by Ross Bradley.
The January Financials were approved after a motion from Meredith Malcom and a second by Mike Gray.

Chairman's Report:
None.

Executive Directors Report:
None.

Old Business:
The Local Crowd - first campaign has been launched, \$2500+ raised so far. It will run through the end of the month.

New Business:

Announcements:
The next meeting will be April 12, 2018

The meeting was adjourned after a motion from Charles Sanders and a second from Ross Bradley.



Council Meeting

AGENDA

April 10, 2018

Item:

Approval - Loganville Water Sales Agreement - Approval of agreement pending final legal counsel reviews and amendments. (Recommended for Council approval by Utilities Committee April 3, 2018)

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [Loganville Water Sales Agreement](#)



From: Logan Propes, City Administrator
Rodney Middlebrooks, Water, Sewer, Gas

Department: Water

Date: April 3, 2018

Description: Loganville Water Sales Agreement

Budget Account/Project Name: n/a

Funding Source: 2018 operating budgets: n/a

Budget Allocation: n/a Allocated in each dept. n/a

Budget Available: \$2,000,000 Allocated in each dept. n/a

Requested Expense: Up to \$2,000,000 Company of Purchase: n/a

Recommendation:

Staff recommends that the Council approve the Loganville Water Sales agreement as presented pending final legal counsel reviews and amendments.

Background:

The City of Monroe would like to sell treated water to the City of Loganville under a long-term contract that would include the shared costs of construction of a water transmission line from the Alcovy River area to Loganville. The total preliminary estimated cost is \$3,296,250 but with rising construction prices could reach as high as \$4,000,000. This cost will be shared equally (50/50) between the two parties.

Initial sales will be 1 million gallons per day with a take or pay rate of \$3.72 per K/Gal. Over 1 million and up to 2 million gallons per day the rate is \$3.37 per K/Gal. Over 2 million and up to 3 million galls per day the rate is \$3.25 per K/gal. Over 3 million gallons per day will require negotiation and notification of need from Loganville due to potential required system upgrades at that point.

The contract will be renewable for five years or for 10 years subject to rate renegotiation.

Attachment(s): Loganville Water Sales Agreement

**STATE OF GEORGIA
COUNTY OF WALTON**

WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2018 (the “Effective Date”) by and between the CITY OF MONROE, GEORGIA, a municipal corporation of the State of Georgia, by and through its Mayor and Council (hereinafter referred to as “Monroe” or the “City of Monroe”) and the CITY OF LOGANVILLE, GEORGIA, a municipal corporation of the State of Georgia, by and through its Mayor and Council (hereinafter referred to as “Loganville” or the “City of Loganville”) with the City of Monroe and the City of Loganville referred to collectively herein as the “Parties.”

WITNESSETH:

WHEREAS, the City of Monroe owns and operates a water supply distribution system with a capacity currently capable of serving its present customers and capable of supplying certain excess water; and,

WHEREAS, the City of Monroe will be capable of selling certain excess water capacity as stated hereinafter to the City of Loganville to supplement the City of Loganville’s water resources; and,

WHEREAS, the Parties hereto desire to enter into a contract for the sale and purchase of potable water between the Parties and to set forth the terms and conditions for the sale thereof; and,

WHEREAS, the City of Monroe desires currently to be a wholesale seller of water; and,

WHEREAS, the City of Monroe desires currently to sell wholesale potable water to the City of Loganville; and,

WHEREAS, the City of Loganville desires currently to purchase wholesale potable water from the City of Monroe;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intend to be legally bound, and do agree as follows:

1. Allocation. The above recitals are made a part of this Agreement. The City of Monroe shall make available to the City of Loganville at certain points of delivery hereinafter defined, during the term of this Agreement or any renewal or extension thereof, potable water meeting applicable purity standards of the Georgia Department of Health, Georgia Department of Natural Resources and Environmental Protection Division in such quantity and at such prices as specified hereinafter in this Agreement.

2. Quantity of Water. Commencing on the first date that the City of Loganville begins to receive the Daily Minimum GPD as outlined hereinafter, and for ten (10) calendar years from that date (the “Initial Term”), and during all times as this Agreement may be extended or renewed as described herein, the City of Monroe agrees to make available to the City of Loganville at the designated points of delivery hereinafter defined, potable water in a quantity not less than One Million (1,000,000) gallons per day (“GPD”) (the “Daily Minimum GPD”) and not more than Two Million (2,000,000) GPD (the “Daily Maximum GPD”) as determined on a monthly basis, priced at certain tiered pricing as hereinafter defined, subject to the Monroe Priority Policy as hereinafter defined.

3. Monroe Priority Policy.

Should the City of Monroe decide for any reason that provision to the City of Loganville of the amounts of water called for in Paragraph 2 or Paragraph 11 would cause a

shortage or decrease in the capacity of the City of Monroe to provide water to the City of Monroe customers, or said shortage or decrease would negatively impact the customary reserve or processing levels of the City of Monroe water supply, then the City of Monroe in its sole discretion shall be permitted to reduce the amount of water provided to the City of Loganville (the “Reduced GPD”) to an appropriate level as determined by the City of Monroe, this reduction being known as the “Monroe Priority Policy.” The City of Monroe shall provide thirty (30) days’ written notice to the City of Loganville of the City of Monroe’s intent to implement the Monroe Priority Policy, excepting emergency situations.

4. Points of Delivery and Pressure. The City of Monroe and the City of Loganville have or shall have points of delivery designated at the following locations:

- a. A point of delivery/metering location as agreed upon by the parties located within one (1) mile of Between, Georgia, at a mutually serviceable location (the “Meter Point”).

Each Party attests that, by the execution of this Agreement, there are no other known points of delivery aside from the points of delivery stated hereinabove between the City of Monroe and the City of Loganville to be utilized as of the date of the execution of this Agreement. Each Party agrees to notify the other Party in writing immediately if points of delivery, in addition to the ones stated above, are found by such party subsequent to the execution of this Agreement. In such case, the City of Monroe and the City of Loganville will endeavor to mutually determine the quantity of water that has been supplied through such delivery point(s) and the City of Monroe shall bill the City of Loganville accordingly. The City of Monroe and the City of Loganville agree that additional delivery points may be established and installed from time to time at the City of Loganville’s cost and expense unless otherwise agreed. Provided, however, that before any additional delivery point is installed by the City of Loganville, the City of Loganville shall submit

in writing a request to the City of Monroe for authorization of such additional delivery point. No additional delivery point may be established or installed by the City of Loganville without the City of Loganville first receiving written approval from the City of Monroe.

The City of Monroe will ensure to provide adequate water pressure to the City of Loganville at the point of delivery for the life of this Agreement, and any extension or renewal thereof, as confirmed by the City of Monroe's Engineers in the letter attached as Exhibit "A," attached hereto and incorporated fully herein.

5. Primary Distribution Line

Distribution to the points of delivery shall be accomplished through the construction of a certain primary water distribution line more fully shown in the attached Exhibit "B," attached hereto and incorporated fully herein (the "Primary Distribution Line").

The total amount of funds expended for the build out and construction of the Primary Distribution Line shall be the "Construction Costs" of the Primary Distribution Line. The Construction Costs are estimated to be no less than Three Million Two Hundred Thousand Dollars (\$3,200,000), an amount which both the City of Loganville and City of Monroe acknowledge and assent to being jointly responsible for as described hereinafter, and not a sum certain at the time of execution of this Agreement.

The City of Loganville and City of Monroe shall each be responsible for one half (1/2) the Construction Costs of the Primary Distribution Line. The City of Loganville's one half (1/2) of Construction Costs shall be the "City of Loganville Share of Costs," and the City of Monroe's one half (1/2) of Construction Costs shall be the "City of Monroe's Share of Costs."

The City of Monroe shall be responsible for all the initial expenditures of the Construction Costs to build out and develop the Primary Distribution Line. The City of Loganville

Share of Costs shall be determined upon completion of the Primary Distribution Line and full accounting of the Construction Costs (the “Accounting of Costs”) and the Accounting of Costs shall be delivered to the City of Loganville within sixty (60) days of final completion of the Primary Distribution Line.

The City of Loganville Share of Costs shall be due in full and payable to the City of Monroe One Hundred Twenty (120) days after completion of the Primary Distribution Line (the “Loganville Share Payment Deadline”) with no pre-payment penalty of any sort for payment in full of the City of Loganville Share of Costs at any time subsequent to the delivery of the Accounting of Costs or prior to the Loganville Share Payment Deadline.

The City of Loganville and City of Monroe shall each be responsible for maintenance, repair and upkeep of each city’s respective portion of the Primary Distribution Line running from each respective City to the above-referenced Meter Point as outlined in Section 4(a) above. The City of Loganville shall be responsible for the maintenance, repair and upkeep for that certain portion of the Primary Distribution Line located and running west of the Meter Point. The City of Monroe shall be responsible for the maintenance, repair and upkeep for that certain portion of the Primary Distribution Line located and running east of the Meter Point.

6. Billing Procedure. The City of Monroe will furnish the City of Loganville at its address, or through an alternate method as agreed upon by the Parties, a monthly itemized statement of the amount owed to the City of Monroe by the City of Loganville under this Agreement. The standard billing procedures of the City of Monroe shall apply and the City of Loganville shall pay the bill in full within thirty (30) days of the City of Monroe’s mailing of same.

7. Metering Equipment. The Parties agree there is currently located or will be located at the Meter Point as established in Paragraph 4, sufficient metering equipment needed under this

Agreement. The Parties agree to cooperate to modify such metering equipment for use under this Agreement as needed. A meter registering not more than two (2%) percent above or below the test results, shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the City of Monroe and the City of Loganville shall agree upon a different amount. The metering equipment shall be read in a timely manner approximately every thirty (30) days on or close to the first day of each calendar month. An appropriate official of the City of Monroe at all reasonable times shall have access to the meter for purpose of reading same.

8. Renewal Term. The Initial Term of this Agreement shall automatically renew for a single ten (10) year renewal term (the “Renewal Term”) unless cancelled by either Party by way of ninety (90) days’ written notice prior to commencement of the Renewal Term.

9. Failure to Deliver. The City of Monroe will at all times operate and maintain its water system in an efficient manner and will take such actions as will be necessary to furnish the City of Loganville with quantities of water required by this Agreement, excepting the Monroe Priority Policy provisions as defined in Paragraph 3.

Temporary or partial failure to deliver water shall be remedied by the City of Monroe with all possible dispatch. In the event an extended shortage of water beyond the control of the City of Monroe, or a drought declaration by the State of Georgia, or if the supply of water available to the City of Monroe is otherwise diminished over an extended period of time, the supply of water to the City of Loganville’s customers shall be reduced or diminished in the same ratio or proportion

as the supply to the City of Monroe’s customers is reduced or diminished, but also fully subject to the parameters of the Monroe Priority Policy.

10. Price of water. The purchase price of water supplied under this Agreement shall be set as follows:

Number of Gallons per day	Rates per K/Gal
0 – 1,000,000	\$3.72
1,000,001 – 2,000,000	\$3.37
2,000,001 – 3,000,000	\$3.25

The minimum daily rate per K/Gal of Three Dollars and 72/100 (\$3.72) shall apply to any amount of water supplied to the City of Loganville from the City of Monroe under the terms of this Agreement ranging from zero (0) GPD to One Million (1,000,000) GPD (the “Minimum Daily Rate”).

There shall be a one percent (1%) increase in the above-listed Rates per K/Gal for year five (5) of the Initial Term, and a quarter-percent (0.25%) increase in the above-listed Rates per K/Gal for each respective year subsequent to year five (5), including years six (6) through ten (10) of the Initial Term. Additionally, there shall be a quarter-percent (0.25%) increase in the above-listed Rates per K/Gal for each respective year of the Renewal Term, beginning in year one (1) of the Renewal Term, and continuing through and including year ten (10) of the Renewal Term (with the aforementioned rate increases for the Initial Term and Renewal Term collectively referred to as the “Rate Increase Provisions”).

The Rate Increase Provisions are to govern the Rates per K/Gal collected by the City of Monroe from the City of Loganville, unless a City of Monroe-wide rate adjustment occurs,

which is greater than the Rate Increase Provisions, (the “City-wide Increase Rate”), and in such case, the City-wide Increase Rate shall govern.

Notwithstanding anything to the contrary herein, the City of Monroe shall have the right to increase the purchase price of water under this Agreement at any time during the Initial Term, or Renewal Term, or any further extension or renewal thereof, by providing one hundred twenty (120) days written notice to the City of Loganville prior to such an increase.

During the Initial Term of this Agreement and any extensions or renewals thereof, the City of Loganville shall not pay less than a monthly minimum charge which shall be the equivalent cost of purchasing One Million (1,000,000) gallons per day of water at Three Dollars and 72/100 (\$3.72) per K/Gal per a thirty (30) day period. This monthly charge shall be paid whether or not the City of Loganville purchases an average of One Million (1,000,000) GPD of potable water each month, and shall serve as compensation to the City of Monroe for additional improvements required within their system (the “Take or Pay Clause”). Notwithstanding any other provision to the contrary, the application of the Take or Pay Clause of this Agreement for any given month of the Initial Term or any future extension or renewal thereof is expressly conditioned on the City of Loganville being offered an average of One Million (1,000,000) GPD of potable water in said month by the City of Monroe. Should the City of Monroe be unable to provide the required GPD of the Take or Pay Clause due to a system failure or inability to produce the required GPD of the Take or Pay Clause, the City of Loganville shall be responsible only for the Minimum Daily Rate of actual GPD supplied.

11. Increased Daily Maximum GPD

The City of Loganville may petition the City of Monroe by way of a written request, not less than twelve (12) months in advance of the desired start date, for an increase in the Daily

Maximum GPD of potable water purchased by the City of Loganville to not more than Three Million (3,000,000) GPD (the “Increased Daily Maximum GPD Plan”). The option to sell the Increased Daily Maximum GPD will be determined by the City of Monroe in its sole discretion.

Upon commencement of the Increased Daily Maximum GPD Plan, the rate of the Take or Pay Clause as referenced in Paragraph 10 shall increase to a rate such that the City of Loganville shall not pay less than a monthly minimum charge which shall be the equivalent cost of purchasing One Million Five Hundred Thousand (1,500,000) gallons per day of water at Three Dollars and 37/100 (\$3.37) per K/Gal per a thirty (30) day period or the then corresponding rate taking into account the Rate Increase Provisions and the City-Wide Increase Rate. This monthly charge shall be paid whether or not the City of Loganville purchases an average of One Million Five Hundred Thousand (1,500,000) GPD of potable water each month, and shall serve as compensation to the City of Monroe for additional improvements required within their system (the “Increased Take or Pay Clause”).

12. Rules and Regulations. This Agreement is subject to the same rules, regulations, or laws as may be applicable to similar agreements in this state, and the City of Monroe and the City of Loganville will collaborate and obtain such permits, certificates, or the like, as may be required to comply therewith. The City of Loganville agrees to comply with all rules and regulations that the City of Monroe has now or may in the future impose on its water customers. Those rules and regulations may include, but shall not be limited to, such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar uses.

13. Notice. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing by U.S. certified mail, return receipt requested, or statutory overnight delivery, and shall be addressed and delivered to each Party at the addresses

set forth below. By giving prior written notice thereof, either Party may from time to time and at any time change its address for notices hereunder.

If to City of Monroe:

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

With Copy to counsel for the City of Monroe:

Paul L. Rosenthal, Esq.
Preston & Malcom, P.C.
110 Court Street
Monroe, Georgia 30655

If to City of Loganville:

City of Loganville
c/o Mayor Rey Martinez
4303 Lawrenceville Rd.
P.O. Box 39
Loganville, Georgia 30052

With Copy to counsel for the City of Loganville:

Robyn Oliver Webb

Hoffer & Webb, LLP
3190 Northeast Expressway
Suite 430
Chamblee, Georgia 30341

14. Georgia Law. It is the intention of the Parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the Parties.

15. Cooperation. On and after the date of this Agreement, either of the Parties shall at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intentions of this Agreement.

16. Time. Time is and shall be of the essence of this Agreement.

17. Power. The Parties signing this Agreement hereby state that they have the power to do so on behalf of the entity for whom they are signing.

18. Effective. This Agreement shall be effective upon the Parties hereto and their assigns and successors in office.

19. Cumulative. Except as expressly limited by the terms of this Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

20. Force Majeure. In case by reason of force majeure, any Party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this contract then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party, shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure” as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraint of government

and people, civil disturbances, explosions, breakage or accident(s) to machines, pipe lines, or any other cause(s) outside the Party's control which prevent performance under this Agreement. Should interruptions and/or lowering of pressure occur, the City of Loganville shall be foreclosed from any action against the City of Monroe and shall hold the City of Monroe harmless from any costs including attorneys' fees and court costs incurred from any action by one or more of the City of Loganville's customers.

21. Entire Contract. This Agreement constitutes the entire contract and agreement between the Parties and it supersedes and replaces all letters, memoranda, or other documents signed by the parties hereto with respect to the sale of water by the City of Monroe to the City of Loganville. Any modification of this Agreement must be in writing signed by both Parties.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal, the Effective Date first written above.

CITY OF MONROE, GEORGIA

Witness

_____(SEAL)
John Howard, Mayor

Notary Public

_____(SEAL)
Debbie Kirk, City Clerk

**CITY OF LOGANVILLE,
GEORGIA**

Witness

_____(SEAL)
Rey Martinez, Mayor

Notary Public

_____(SEAL)
_____, City Clerk



Council Meeting

AGENDA

April 10, 2018

Item:

Purchase - Trucks for Water Treatment & Wastewater Treatment Facilities - To purchase two Ford F150 Trucks from Courtesy Ford for \$20,500.00 each. (Recommended for Council approval by Utilities Committee April 3, 2018)

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [Truck Info](#)



To: Utility Committee, City Council
From: Chris Bailey, Central Services Manager
Department: Water Treatment Facility, Wastewater Treatment Facility
Date: 03/26/18
Description: A request is being made to purchase two (2) 2018 F150 Trucks from Courtesy Ford for \$20,500.00 each. These vehicles will be used for replacement of two (2) older existing vehicles that will be put up for surplus on GovDeals in the following months.

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

Funding Source: Capital Improvement Program (CIP)

Budget Allocation: \$40,000.00

Budget Available: \$40,000.00

Requested Expense: \$41,000.00

Company of Purchase: Courtesy Ford

Recommendation:

Staff recommends the approval of the request to purchase two (2) 2018 F150 Trucks from Courtesy Ford for \$20,500.00 each. These vehicles will be used for replacement of two (2) older existing vehicles that will be put up for surplus on GovDeals in the following months. Bids were sought per policy with 3 quotes being provided, with the low bid being \$500.00 above budget for each vehicle.

Background:

It is the practice of the City of Monroe to continually work towards the replacement of older, less efficient vehicles in the fleet.

Attachment(s):

Quotes – 3 pages

Rw

VIRTCDP

CNGP530

VEHICLE ORDER CONFIRMATION

03/21/18 09:59:22

==>

Dealer: F21061

Page: 1 of 1

2018 F-150

Order No: 4000 Priority: F4 Ord FIN: QE908 Order Type: 5B Price Level: 835
Ord Code: 100A Cust/Flt Name: MONROE PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
F1C	F150 4X2 R/C	\$27705	\$26320.00	96W	SPRAY- IN LINER	\$495 \$456.00
	122" WHEELBASE				FLEX FUEL	
YZ	OXFORD WHITE				SP DLR ACCT ADJ	(1132.00)
A	VINYL 40/20/40	NC	NC		SP FLT ACCT CR	(779.00)
G	MED EARTH GRAY				FUEL CHARGE	10.16
100A	EQUIP GRP			B4A	NET INV FLT OPT	NC 7.00
	.XL SERIES				DEST AND DELIV	1395 1395.00
	.17"SILVER STEEL			TOTAL	BASE AND OPTIONS	29690 26365.16
99B	3.3L V6 PFDI			TOTAL		29690 26365.16
446	ELEC 6-SPD AUTO			*THIS IS NOT AN INVOICE*		
	.245/70R-17 A/S					
X19	3.55 REG AXLE	NC	NC			
	6100# GVWR					
	JOB #2 ORDER					
53B	CLASS IV HITCH	95	88.00			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00369

V1DP0142

2,6

20,500.00

Sale Price

Courtesy



CNGP530

VEHICLE ORDER CONFIRMATION

03/10/18 19:40:02

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2018 F-150

Dealer: F21472

Page: 1 of 1

Order No: 4587 Priority: E5 Ord FIN: QE908 Order Type: 5B Price Level: 835
Ord Code: 100A Cust/Flt Name: MONROE PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
F1C	F150 4X2 R/C	\$27705	\$26320.00	96W	SPRAY- IN LINER	\$495	\$456.00
	122" WHEELBASE				FLEX FUEL		
YZ	OXFORD WHITE				SP DLR ACCT ADJ		(1132.00)
A	VINYL 40/20/40	NC	NC		SP FLT ACCT CR		(779.00)
G	MED EARTH GRAY				FUEL CHARGE		10.16
100A	EQUIP GRP			B4A	NET INV FLT OPT	NC	7.00
	.XL SERIES				PRICED DORA	NC	NC
	.17"SILVER STEEL				DEST AND DELIV	1395	1395.00
99B	3.3L V6 PFDI				TOTAL BASE AND OPTIONS	29690	26365.16
446	ELEC 6-SPD AUTO				TOTAL	29690	26365.16
	.245/70R-17 A/S				*THIS IS NOT AN INVOICE*		
X19	3.55 REG AXLE	NC	NC				
	6100# GVWR						
	JOB #2 ORDER						
53B	CLASS IV HITCH	95	88.00				

F1=Help
F4=Submit

F2=Return to Order
F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC09566

V1DP0005

2,6

\$ 20,640.60 SALE PRICE

Loganville Ford

CNGP530

VEHICLE ORDER CONFIRMATION

03/20/18 16:46:36

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Dealer: F21480

2018 F-150

Page: 1 of 1

Order No: 1020 Priority: F4 Ord FIN: QS060 Order Type: 5B Price Level: 835

Ord PEP: 100A Cust/Flt Name: MONROE PO Number:

		RETAIL			RETAIL
F1C	F150 4X2 R/C	\$27705		96W	SPRAY- IN LINER \$495
	122" WHEELBASE				FLEX FUEL
YZ	OXFORD WHITE				SP DLR ACCT ADJ
A	VINYL 40/20/40	NC			SP FLT ACCT CR
G	MED EARTH GRAY				FUEL CHARGE
100A	EQUIP GRP			B4A	NET INV FLT OPT NC
	.XL SERIES				DEST AND DELIV 1395
	.17"SILVER STEEL			TOTAL	BASE AND OPTIONS 29690
99B	3.3L V6 PFDI			TOTAL	29690
446	ELEC 6-SPD AUTO			*THIS IS NOT AN INVOICE*	
	.245/70R-17 A/S				
X19	3.55 REG AXLE	NC			
	6100# GVWR				
	JOB #2 ORDER				
53B	CLASS IV HITCH	95			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC00402

\$ 20,700.00 Sales Price

Current production last week of June

*16-18 weeks order to delivery
 to dealer.*



Council Meeting

AGENDA

April 10, 2018

Item:

Purchase - Takeuchi Excavator for Stormwater - Purchase from Perimeter Takeuchi for \$63,600.00.
(Recommended for Council approval by Utilities Committee April 3, 2018)

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Excavator Info](#)



To: Utility Committee, City Council
From: Chris Bailey, Central Services Manager
Department: Stormwater
Date: 03/26/18
Description: A request is being made to purchase a 2018 Takeuchi TB260 rubber track excavator from Perimeter Takeuchi for \$63,600.00. This excavator will be designated to the Stormwater department and will stop the need for a rental unit and borrowing from other departments.

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

Funding Source: Capital Improvement Program (CIP)

Budget Allocation: \$75,000.00

Budget Available: \$75,000.00

Requested Expense: \$63,600.00

Company of Purchase: Perimeter Takeuchi

Recommendation:

Staff recommends the approval of the request to purchase a 2018 Takeuchi TB260 rubber track excavator from Perimeter Takeuchi for \$63,600.00. This excavator will be designated to the Stormwater department and will stop the need for a rental unit and borrowing from other departments. Bids were sought per policy with only 2 quotes being provided, with the low bid being \$11,400.00 below budget.

Background:

It is the practice of the City of Monroe to continually work towards the assignment of equipment to departments and divisions so that more system maintenance may be done in all areas, and to avoid the cross of equipment used on Water, Wastewater, and Stormwater.

Attachment(s):

Quotes – 2 pages

Bill Braswell

From: takeuchijimi@yahoo.com
Sent: Tuesday, February 06, 2018 9:28 AM
To: Bill Braswell
Subject: Fwd: Takeuchi quote

Sent from my iPad

Begin forwarded message:

From: takeuchijimi@yahoo.com
Date: February 5, 2018 at 9:47:14 AM EST
To: bbraswell@monroega.gov
Subject: Takeuchi quote

2018 Takeuchi TB260 rubber track excavator. Equipped with cab, heat,air, quick coupler, 24" bucket, angle blade, GPS tracking for two years, hydraulic thumb. 2 year/2000 hour warranty, which ever comes first.

\$63,600.00 plus tax, if tax applies

Thank you,

Jimi Martin
Perimeter Takeuchi
3022 Peachtree Ind. Blvd.
Buford, Ga. 30518
Cell 770-231-5236
Office 770-614-5730

Sent from my iPad



154287966

BRANCH L72
50 TRADE STREET
BOGART GA 30622
706-354-0101
706-548-7842 FAX

Job Site

CITY OF MONROE WATER TREATMENT
420 N BROAD ST
MONROE GA 30655

Office: 770-267-7536 Cell: 404-427-6195

CITY OF MONROE
PO BOX 1249
MONROE GA 30655-1249

Customer #	: 793027
Quote Date	: 02/05/18
UR Job Loc	: 420 NORTH BROAD ST,
UR Job #	: 7
Customer Job ID:	
P.O. #	: QUOTE
Ordered By	: BILL BRASWELL
Written By	: SARAH COCHRAN
Salesperson	: SARAH COCHRAN

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	9070100 CC: 907-0100 MINI EXCAVATOR 10000-14000# Includes a thumb and a 24" QC bucket Includes an enclosed cab w/ AC & heat Rubber tracks	64486.25	64486.25
Sub-total:			64486.25
Estimated Total:			64486.25

Customer is hereby notified that United Rentals has assigned its rights (but not its obligations) in the agreement to sell all or any of the used equipment described herein to United Rentals Exchange, LLC., a qualified intermediary, as part of a Section 1031 like-kind exchange program.

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



Council Meeting

AGENDA

April 10, 2018

Item:

Purchase - Van for IT - To purchase the Ford Grand Caravan from Courtesy Ford for \$24,500.00.
(Recommended for Council approval by Utilities Committee April 3, 2018)

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Van Info](#)



To: Utility Committee, City Council
From: Chris Bailey, Central Services Manager
Department: Central Services
Date: 03/26/18
Description: A request is being made to purchase a 2018 Grand Caravan from Courtesy Ford for \$24,500.00. This vehicle will be used for replacement of the current 2002 Mercury Mountaineer that will put up for surplus on GovDeals in the following months.

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

Funding Source: Capital Improvement Program (CIP)

Budget Allocation: \$25,000.00

Budget Available: \$25,000.00

Requested Expense: \$24,500.00

Company of Purchase: Courtesy Ford

Recommendation:

Staff recommends the approval of the request to purchase a 2018 Grand Caravan from Courtesy Ford for \$24,500.00. This vehicle will be used for replacement of the current 2002 Mercury Mountaineer that will put up for surplus on GovDeals in the following months. Bids were sought per policy with 4 quotes being provided, with the low bid being \$500.00 below budget.

Background:

It is the practice of the City of Monroe to continually work towards the replacement of older, less efficient vehicles in the fleet.

Attachment(s):

Quotes – 4 pages

CS

COURTESY CHRYSLER DODGE JEEP RAM
1890 DOGWOOD DR SE
CONYERS, GA 300135043

Configuration Preview

Date Printed: 2018-03-21 9:39 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00J64 City of Monroe GA
FAN 2:
Client Code:
Bid Number: TB8059
PO Number:

Sold to:
COURTESY CHRYSLER DODGE JEEP RAM
(45575)
1890 DOGWOOD DR SE
CONYERS, GA 300135043

Ship to:
COURTESY CHRYSLER DODGE JEEP RAM (45575)
1890 DOGWOOD DR SE
CONYERS, GA 300135043

Vehicle:

2018 GRAND CARAVAN SE (RTKH53)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	RTKH53	GRAND CARAVAN SE	25,995	25,760
Package:	29H	Customer Preferred Package 29H	2,765	2,461
	ERB	3.6L V6 24V VVT Engine	0	0
	DG2	6-Speed Automatic 62TE Transmission	0	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0	0
	APA	Monotone Paint	0	0
	*N7	Premium Cloth Bucket Seats	0	0
	-X9	Black	0	0
Options:	4DH	Prepaid Holdback	0	-893
	4ES	Delivery Allowance Credit	0	-259
	MAF	Fleet Purchase Incentive	0	-790
	CYC	2nd Row STOW 'N GO Bucket Seats	995	886
	5N8	Top Sellers	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	166	Zone 66-Orlando	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB8059	Government Incentives	0	-4,350
Discounts:	YGE	5 Additional Gallons of Gas	0	13
Destination Fees:			1,095	1,095
			Total Price:	30,850
				23,923

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

USA

Instructions:

24,500.00 Sale Price

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Sold to:
 AKINS DODGE JEEP CHRYSLER (66709)
 220 WEST MAY STREET
 WINDER, GA 306808300

Ship to:
 AKINS DODGE JEEP CHRYSLER (66709)
 220 WEST MAY STREET
 WINDER, GA 306808300

Vehicle: 2018 GRAND CARAVAN SE (RTKH53)

	Sales Code	Description	MSRP(USD)
Model:	RTKH53	GRAND CARAVAN SE	25,995
Package:	29H	Customer Preferred Package 29H	2,765
	ERB	3.6L V6 24V VVT Engine	0
	DG2	6-Speed Automatic 62TE Transmission	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*N7	Premium Cloth Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CYC	2nd Row STOW 'N GO Bucket Seats	995
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8059	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,095
Total Price:			30,850

Order Type: Fleet **PSP Month/Week:**
Scheduling Priority: 1-Sold Order **Build Priority:** 99
Customer Name:
Customer Address:

USA

Instructions:

\$ 24,647.00
 Sales Price

Note: This is not an Invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

GINN CHRYSLER JEEP DODGE, LLC
 5190 HIGHWAY 278 NE
 COVINGTON, GA 300142652

Configuration Preview

ATTN: CHAD BRUNETTE

Date Printed: 2018-02-13 8:35 AM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 00J64 City of Monroe GA
 FAN 2:
 Client Code:
 Bid Number: TB8059
 PO Number:

Sold to: GINN CHRYSLER JEEP DODGE, LLC (60359) Ship to: GINN CHRYSLER JEEP DODGE, LLC (60359)
 5190 HIGHWAY 278 NE 5190 HIGHWAY 278 NE
 COVINGTON, GA 300142652 COVINGTON, GA 300142652

Vehicle: 2018 GRAND CARAVAN SE (RTKH53)

	Sales Code	Description	MSRP(USD)
Model:	RTKH53	GRAND CARAVAN SE	25,995
Package:	29H	Customer Preferred Package 29H	2,765
	ERB	3.6L V6 24V VVT Engine	0
	DG2	6-Speed Automatic 62TE Transmission	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*N7	Premium Cloth Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CYC	2nd Row STOW 'N GO Bucket Seats	995
	YEP	Manuf Statement of Origin	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8059	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,095
Total Price:			30,850

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Customer Name:
 Customer Address: USA
 Instructions:

Your cost of \$24,923 each
\$24,923.00
verified w/ Marion Sherrill

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



Open-End (Equity) Lease Rate Quote

Quote No: 3815656

Prepared For: City of Monroe
Watts, RV

Date 02/19/2018
AE/AM ML/CP3

Unit #

Year 2018 Make Dodge Model Grand Caravan

Series SE Front-wheel Drive Passenger Van

Vehicle Order Type Ordered Term 48 State GA Customer# 577196

\$ 25,077.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	TAVT 7.0000% State GA
\$ 8.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) White Knuckle Clearcoat
Interior Color	(0 I) Black w/Premium Cloth Bucket Seats
Lic. Plate Type	Unknown
GVWR	0

\$ 25,077.00	Total Capitalized Amount (Delivered Price)
\$ 413.77	Depreciation Reserve @ 1.6500%
\$ 94.45	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 508.22 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0

OverMileage Charge \$ 0.00 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 0.0000%

State

\$ 508.22 Total Monthly Rental Including Additional Services

\$ 5,216.04 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Monroe

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Council Meeting

AGENDA

April 10, 2018

Item:

Purchase - Van for Electric - To purchase the Dodge Cargo Van from Enterprise for \$24,497.00. (Recommended for Council approval by Utilities Committee April 3, 2018)

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Van Info](#)



To: Utility Committee, City Council
From: Chris Bailey, Central Services Manager
Department: Electric
Date: 03/26/18
Description: A request is being made to purchase a 2018 Dodge Ram ProMaster 2500 Cargo Van from Enterprise for \$24,497.00. This vehicle will be used for commercial meter testing, energy audits, and power restoration equipment to make for a more mobilized customer focused approach for the Electric department.

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

Funding Source: Capital Improvement Program (CIP)

Budget Allocation: \$27,000.00
Budget Available: \$27,000.00
Requested Expense: \$24,497.00 **Company of Purchase:** Enterprise

Recommendation:

Staff recommends the approval of the request to purchase a 2018 Dodge Ram ProMaster 2500 Cargo Van from Enterprise for \$24,497.00. This vehicle will be used for commercial meter testing, energy audits, and power restoration equipment to make for a more mobilized customer focused approach for the Electric department. Bids were sought per policy with 4 quotes being provided, with the low bid being \$2,503.00 below budget.

Background:

It is the practice of the City of Monroe to continually work towards the development of more customer focused programs and to provide services that make the City of Monroe more efficient, thus providing a better experience for all customers.

Attachment(s):

Quotes – 4 pages



Open-End (Equity) Lease Rate Quote

BKT

Quote No: 3843398

Prepared For: City of Monroe
Watts, RV

Date 03/20/2018
AE/AM ML/CP3

Unit #

Year 2018 Make RAM Model ProMaster 2500

Series High Roof Cargo Van 159 in. WB

Vehicle Order Type Ordered Term 48 State GA Customer# 577196

\$ 24,497.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	TAVT 7.0000% State GA
\$ 8.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Bright White Clearcoat
Interior Color	(0 I) Black w/Cloth Bucket Seats or Vinyl Buc
Lic. Plate Type	Unknown
GVWR	0

\$ 24,497.00 Total Capitalized Amount (Delivered Price)

\$ 428.70 Depreciation Reserve @ 1.7500%

\$ 91.95 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 520.65 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0450 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 0.0000%

State

\$ 520.65 Total Monthly Rental Including Additional Services

\$ 3,919.40 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Monroe
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

COURTESY CHRYSLER DODGE JEEP RAM
 1890 DOGWOOD DR SE
 CONYERS, GA 300135043

Configuration Preview

Date Printed: 2018-03-21 9:47 AM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 00J64 City of Monroe GA
 FAN 2:
 Client Code:
 Bid Number: TB8059
 PO Number:

Sold to:
 COURTESY CHRYSLER DODGE JEEP RAM
 (45575)
 1890 DOGWOOD DR SE
 CONYERS, GA 300135043

Ship to:
 COURTESY CHRYSLER DODGE JEEP RAM (45575)
 1890 DOGWOOD DR SE
 CONYERS, GA 300135043

Vehicle: 2018 2500 CARGO VAN HIGH ROOF(159 IN WB) (VF2L16)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	VF2L16	2500 CARGO VAN HIGH ROOF(159 IN WB)	34,795	33,300
Package:	21A	Customer Preferred Package 21A	0	0
	ERB	3.6L V6 24V VVT Engine	0	0
	DG2	6-Speed Automatic 62TE Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*B7	Vinyl Bucket Seats	100	89
	-X9	Black	0	0
Options:	GTB	Wide Power Heated Mirrors	195	174
	GKE	Left Sliding Door with No Glass	595	530
	LCP	MOPAR Cargo Area Lighting - LED	285	254
	JKP	12V Rear Auxiliary Power Outlet	45	40
	CCK	Mopar Slush Mat Front Walk Thru	110	98
	UAB	Uconnect 3 NAV with 5" Display	395	352
	GXK	Additional Key Fobs (2)	125	111
	4DH	Prepaid Holdback	0	-1,114
	XAA	ParkSense Rear Park Assist System	295	263
	4ES	Delivery Allowance Credit	0	-347
	RSD	SiriusXM Satellite Radio	195	174
	MAF	Fleet Purchase Incentive	0	0
	5N8	Top Sellers	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	166	Zone 66-Orlando	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB8059	Government Incentives	0	-11,300
Discounts:	YGV	4.5 Additional Gallons of Gas	0	12
Destination Fees:			1,395	1,395
Total Price:			38,530	24,031

Order Type: Fleet
 Scheduling Priority: 1-Sold Order

PSP Month/Week:
 Build Priority: 99

24,500.00
 Sale Price

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

GINN CHRYSLER JEEP DODGE, LLC
 5190 HIGHWAY 278 NE
 COVINGTON, GA 300142652

Configuration Preview *ATT: CHAD CARVETTE*

Date Printed: 2018-03-12 10:28 AM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 00J64 City of Monroe GA
 FAN 2:
 Client Code:
 Bid Number: TB8059
 PO Number:

Sold to: GINN CHRYSLER JEEP DODGE, LLC (60359)
 5190 HIGHWAY 278 NE
 COVINGTON, GA 300142652

Ship to: GINN CHRYSLER JEEP DODGE, LLC (60359)
 5190 HIGHWAY 278 NE
 COVINGTON, GA 300142652

Vehicle: 2018 2500 CARGO VAN HIGH ROOF(159 IN WB) (VF2L16)

	Sales Code	Description	MSRP(USD)
Model:	VF2L16	2500 CARGO VAN HIGH ROOF(159 IN WB)	34,795
Package:	21A	Customer Preferred Package 21A	0
	ERB	3.6L V6 24V VVT Engine	0
	DG2	6-Speed Automatic 62TE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*B7	Vinyl Bucket Seats	100
	-X9	Black	0
Options:	MAF	Fleet Purchase Incentive	0
	CCK	Mopar Slush Mat Front Walk Thru	110
	JKP	12V Rear Auxillary Power Outlet	45
	XAA	ParkSense Rear Park Assist System	295
	MDA	Front License Plate Bracket	0
	LCP	MOPAR Cargo Area Lighting - LED	285
	GTB	Wide Power Heated Mirrors	195
	GKE	Left Sliding Door with No Glass	595
	4DH	Prepaid Holdback	0
	YEP	Manuf Statement of Origin	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8059	Government Incentives	0
Discounts:	YGV	4.5 Additional Gallons of Gas	0
Destination Fees:			1,395

Total Price: 37,815

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Customer Name:
 Customer Address: USA

PSP Month/Week:
 Build Priority:
GINN COMMERCIAL
 Marlon Sherrill
 Government Municipal Sales Mgr
 6263 Turner Lake Road
 Covington, GA 30014
 (p)678-625-4000/(f)678-625-4300
 msherrill@gsginn.com

99 *your cost 1.5*
24,615 each

M. Sherrill

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Sold to:
 AKINS DODGE JEEP CHRYSLER (66709)
 220 WEST MAY STREET
 WINDER, GA 306808300

Ship to:
 AKINS DODGE JEEP CHRYSLER (66709)
 220 WEST MAY STREET
 WINDER, GA 306808300

Vehicle: 2018 2500 CARGO VAN HIGH ROOF(159 IN WB) (VF2L16)

	Sales Code	Description	MSRP(USD)
Model:	VF2L16	2500 CARGO VAN HIGH ROOF(159 IN WB)	34,795
Package:	21A	Customer Preferred Package 21A	0
	ERB	3.6L V6 24V VVT Engine	0
	DG2	6-Speed Automatic 62TE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*B7	Vinyl Bucket Seats	100
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CCK	Mopar Slush Mat Front Walk Thru	110
	XAA	ParkSense Rear Park Assist System	295
	UAB	Uconnect 3 NAV with 5" Display	395
	LCP	MOPAR Cargo Area Lighting - LED	285
	GKE	Left Sliding Door with No Glass	595
	GTB	Wide Power Heated Mirrors	195
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8059	Government Incentives	0
Discounts:	YGV	4.5 Additional Gallons of Gas	0
Destination Fees:			1,395

Total Price: 38,165

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

USA

Instructions:

\$24,700.00 Sales Price

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



Council Meeting

AGENDA

April 10, 2018

Item:

Approval - Out of State Travel for Fire - To send Lt. Mike Towe to the Fire Department Instructors Conference in Indianapolis, Indiana, April 26-29, 2018. (Recommended for Council approval by Public Safety Committee April 3, 2018)

Department:**Additional Information:****Financial Impact:****Budgeted Item:****Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Out of State Travel Info](#)



To: Public Safety Committee, City Council
From: Keith Glass, Director of Public Safety; Bill Owens, Assistant Fire Chief
Department: Fire
Date: 4/3/2017
Description: Out of state travel to FDIC (Fire Department Instructors Conference) in Indianapolis, Indiana on April 26-29, 2018

Budget Account/Project Name: Out of State Travel for Training

Funding Source: Fire Training - 100-530-03500-00523-523700

Budget Allocation: \$15,250.00
Budget Available: \$10,003.90
Requested Expense: \$478.00 **Company of Purchase:** N/A

Recommendation:

Recommend Council APPROVE out of state training for the department Training Officer, LT Mike Towe to FDIC (Fire Department Instructors Conference) in Indianapolis, Indiana on April 26-29, 2018

Expenses of \$380.00 for class registration \$98.00 meals

Background:

Strategic Planning for a Successful Training Program

The strategy behind a successful department wide training program is explained. The process includes a wagon-wheel model for achieving training goals, which includes gathering data from chief and company officers, as well as firefighters; "organizational buy-in" to the program; and remaining "on-message" within the Training Division. Students become acquainted with a training action plan for all skills-based training and a standardized guide they can use in their jurisdiction.

Attachment(s):

None



PRELIMINARY EVENT SCHEDULE

Sunday April 22, 2018

3:00 PM – 7:00 PM	Registration Open - Indiana Convention Center
-------------------	-----------------------------------------------

Monday April 23, 2018

6:00 AM – 5:00 PM	Registration, Indiana Convention Center
-------------------	-----------------------------------------

6:30 AM & 12:00 PM	H.O.T. Evolutions Staging/Bus Loading, Indiana Convention Center/Wabash W Lobby
--------------------	---------------------------------------------------------------------------------

8:00 AM – 5:00 PM	H.O.T. Evolutions
-------------------	-------------------

8:00 AM – 5:30 PM	H.O.T. Workshops, Indiana Convention Center
-------------------	---------------------------------------------

Tuesday April 24, 2018

6:00 AM – 5:00 PM	Registration, Indiana Convention Center
-------------------	-----------------------------------------

6:30 AM & 12:00 PM	H.O.T. Evolutions Staging/Bus Loading, Indiana Convention Center/Wabash W Lobby
--------------------	---------------------------------------------------------------------------------

8:00 AM – 5:00 PM	H.O.T. Evolutions
-------------------	-------------------

8:00 AM – 5:30 PM	H.O.T. Workshops, Indiana Convention Center
-------------------	---------------------------------------------

Wednesday April 25, 2018

7:00 AM – 6:00 PM	Registration, Indiana Convention Center & Lucas Oil Stadium
-------------------	-------------------------------------------------------------

8:00 AM – 10:00 AM

Opening Ceremony, Indiana Convention Center, Sagamore Ballroom

10:30 AM – 7:15 PM

Classroom Sessions, Indiana Convention Center & Lucas Oil Stadium

Thursday April 26, 2018

7:30 AM – 5:00 PM

Registration, Indiana Convention Center & Lucas Oil Stadium

8:00 AM – 10:00 AM

General Session, Indiana Convention Center, Sagamore Ballroom

10:30 AM – 5:15 PM

Classroom Sessions, Indiana Convention Center & Lucas Oil Stadium

11:00 AM – 5:00 PM

Exhibit Hall Open, Lucas Oil Stadium

12:00 PM – 5:00 PM

Exhibit Hall Open, Indiana Convention Center & South Street

Friday April 27, 2018

8:00 AM – 5:00 PM

Registration, Indiana Convention Center & Lucas Oil Stadium

8:30 AM – 12:15 PM

Classroom Sessions, Indiana Convention Center & Lucas Oil Stadium

9:00 AM – 5:00 PM

Exhibit Hall Open, Lucas Oil Stadium & South Street

10:00 AM – 5:00 PM

Exhibit Hall Open, Indiana Convention Center

Saturday April 28, 2018

8:00 AM – 2:00 PM

Registration, Indiana Convention Center & Lucas Oil Stadium

9:00 AM – 2:00 PM

Exhibit Hall Open, Indiana Convention Center, South Street & Lucas Oil Stadium

***Times are tentative and subject to change*



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[SITE MAP \(/content/fdic/en/site-map.html\)](/content/fdic/en/site-map.html) | PENNWELL PUBLICATIONS

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[policy.html\)](http://www.pennwell.com/index/privacy-policy.html) | TERMS AND CONDITIONS [\(http://www.pennwell.com/index/terms-and-conditions.html\)](http://www.pennwell.com/index/terms-and-conditions.html)

Event Info

[Home \(/content/fdic/en/index.html\)](/content/fdic/en/index.html)

[About Us \(/content/fdic/en/event-information/about.html\)](/content/fdic/en/event-information/about.html)

[Contact Us \(/content/fdic/en/index/contact-us.html\)](/content/fdic/en/index/contact-us.html)

[Conference \(/content/fdic/en/conference.html\)](/content/fdic/en/conference.html)

[Schedule \(/content/fdic/en/event-information/event-schedule.html\)](/content/fdic/en/event-information/event-schedule.html)

[Registration \(/content/fdic/en/register.html\)](/content/fdic/en/register.html)

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[Book a Booth \(/content/fdic/en/exhibition.html\)](/content/fdic/en/exhibition.html)

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PennWell Fire Group

[Fire Engineering \(http://www.fireengineering.com/index.html\)](http://www.fireengineering.com/index.html)

[Fire Apparatus \(http://www.fireapparatusmagazine.com/index.html\)](http://www.fireapparatusmagazine.com/index.html)

[Firefighter Nation \(http://www.firefighternation.com\)](http://www.firefighternation.com)

[FireRescue \(http://www.firerescuemagazine.com\)](http://www.firerescuemagazine.com)

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Council Meeting

AGENDA

April 10, 2018

Item:

Proclamation - Child Abuse Prevention Month

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Child Abuse Prevention Proclamation](#)

PROCLAMATION CITY OF MONROE GA

WHEREAS, According to the Children's Defense Fund's most recent State of America's Children report, there were 1,854 confirmed cases of child abuse and/or neglect each day in America in 2017; and

WHEREAS, The Georgia Family Connection Partnership reports that there were 208 substantiated cases of child abuse and/or neglect in Walton County in 2016; and

WHEREAS, In 2017, A Child's Voice Child Advocacy Center responded to 132 cases of child physical or sexual abuse in Walton County by conducting Forensic Interviews, Forensic Medical Examinations, and family advocacy; and

WHEREAS, Children may delay or never make a disclosure of their abuse, and sometimes formal reports of child abuse are not submitted to law enforcement or the Division of Family and Children Services (DFCS); and

WHEREAS, The Center for Disease Control and Prevention (CDC) suggests that reported cases of child abuse may underestimate the true occurrence and estimates that 1 in 4 American children experience some form of child maltreatment in their lifetimes; and

WHEREAS, Darkness to Light reports that around 1 in 10 children will be sexually abused by their 18th birthday and only 38% of child victims will disclose their abuse; and

WHEREAS, According to Darkness to Light, victims of child abuse are significantly more likely to experience emotional, psychological, health, and behavioral issues and are more likely to engage in risky behaviors, such as substance abuse, running away, violence, or unsafe sex; and

WHEREAS, With a strong support system and effective counseling, children are able to heal from physical and sexual abuse; and

WHEREAS, Children's Advocacy Centers, like A Child's Voice, work within the community to spread awareness about child abuse, teach citizens how to recognize the signs and respond to child abuse, and utilize a multidisciplinary approach to coordinating care for families the help of Walton County law enforcement, DFCS, District Attorney's Office, and mental health counselors; and

WHEREAS, A Child's Voice Child Advocacy Center invites all residents of Walton County to participate in Child Abuse Prevention Month April 2018.

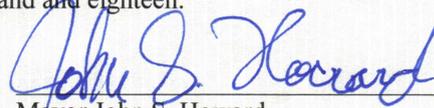
NOW, THEREFORE, I, JOHN HOWARD, MAYOR OF THE CITY OF MONROE, do hereby proclaim April 1-30, 2018 as

CHILD ABUSE PREVENTION MONTH

in the City of Monroe and encourage all residents to become aware of the prevalence of child abuse in our community and to learn how to properly recognize, respond to and prevent instances of child physical or sexual abuse.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be Seal of the City of Monroe to be affixed this 1st day of April, the year of our Lord two thousand and eighteen.





Mayor John S. Howard
City of Monroe, Georgia



Council Meeting

AGENDA

April 10, 2018

Item:

Mobile Pharmacy - DeDe Harris with Walton Wellness

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



Council Meeting

AGENDA

April 10, 2018

Item:

Electric Rates - Brian Thompson

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



Council Meeting

AGENDA

April 10, 2018

Item:

Rezone - 603 & 606 Alcovy Street

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Request for Rezone](#)



To: City Council
From: Patrick Kelley
Department: Planning, Zoning and Code
Date: 02-13-18
Description: Rezone of 603 and 606 Alcovy St. From R-1 To R1A conditional

Budget Account/Project Name: NA

Funding Source: 2017 NA

Budget Allocation: NA

Budget Available: NA

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

Recommendation: *Approve with conditions as presented and or modified by Planning and Zoning and the Council. (original recommendation) Deny at minimum R1A standards due to the prevalent development pattern in the area being R1 and current zoning is R1.*

Background: This property has been vacant for many years except for the house at 606 which is proposed to be relocated.

Attachment(s):

See file attached below.

Please note the submitted plat list minimum R1A standards.

January 18, 2018

Petition Number: 18-00019
Applicant: Pinehurst Homes, LLC
Location: 603 & 606 Alcovy Street
Proposed Zoning: R-1A
Existing Zoning: R-1
Acreage: Total acreage 3.97AC
Proposed Use: Residential Development

CODE ENFORCEMENT STAFF RECOMMENDATION

Approve
 Deny
 Approve with recommended conditions

- (a) The applicant, Duane Wilson with Pinehurst Homes, LLC request a rezone for property located at 603 & 606 Alcovy Street. The project has 275.02 ft of road frontage on Alcovy Street. The property consists of 3.97ACS. The recommendation of the Code Department is for approval with conditions.
- (b) The Property is presently zoned R-1
- (c) The requested zoning classification is R-1A
- (d) The requested zoning will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- (e) The change of zoning will not adversely affect the existing and adjacent property.
- (f) The subject property does have restricted economic use as currently zoned.
- (g) The change of zoning will not cause an excessive or burdensome use of existing street, transportation facilities, utilities or schools.
- (h) The Future Land Use Plan indicates the property should be Residential.

Recommended conditions:

1. Incorporate proposed conditions into development agreement and final plat.
2. Add any conditions deemed appropriate by P&Z and Council.
3. Specify aesthetics and final finish due to the broad disparity between the Legends S/D and Retreat at Mill Creek S/D.
4. Require development agreement as if a planned district.
5. Minimum sq footage of 1,700
6. Brick and or Rock on 50% of fronts with 3 sides hardi plank(concrete) siding
7. No vinyl on Cornice or soffits
8. HOA will be required
9. Professional landscaped planted buffer along Alcovy St and entrance of subdivision
10. Architectural Shingles
11. Recorded plat with all conditions

RE-ZONING REQUEST ALL TYPES



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

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	ISSUED BY
18-00019	01/18/2018	\$ 0.00	\$ 100.00	adkinson

NAME + ADDRESS	LOCATION	603 Alcovy St Monroe, GA 30655	USEZONE	R-1	FLOODZONE	Yes
			PIN	M0020-027-000		
	CONTRACTOR	PINEHURST HOMES, LLC	SUBDIVISION			
			LOT			
		992 Holly Hill Rd Monroe GA 30655	BLOCK	0		
	OWNER	PINEHURST HOMES, LLC, 404 427 7920	UTILITIES...			
			Electric			
			Sewer			
			Gas			
		992 Holly Hill Rd Monroe GA 30655	PROJECTID#	603AlcovySt-180118-1		
		EXPIRATIONDATE:	06/18/2018			

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK

Request for Rezone of 603 and 606 Alcovy Street P&Z Mtg 2/20/18 @ 5:30 pm, Council Mtg 3/13/18 @ 6:00 pm 215 N Broad Street

NATURE OF WORK

Other

CENSUS REPORT CODE

875 - * Re-Zoning Request

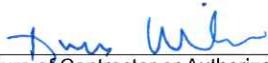
DIMENSIONS

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

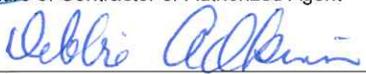
NOTICE

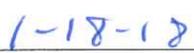
This permit becomes null and void if work or construction authorized is not commenced within six (6) months, or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started.

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


 Signature of Contractor or Authorized Agent

Date


 Approved By


 Date

MANAGE YOUR PERMIT ONLINE

WEB ADDRESS

<http://BuildingDepartment.com/project>

PERMIT NUMBER

18-00019

PERMIT PIN

55587

REZONE/ANNEXATION APPLICATION FORM

PERMIT NUMBER _____

- I. LOCATION 603 & 606 Alcovy Street
COUNCIL DISTRICT 3 and 8
MAPNUMBER M0200028 and a portion of M0200027
PARCEL NUMBER _____
- II. PRESENT ZONING R1 REQUESTED ZONING R1A
- III. ACREAGE 3.970 PROPOSED USE Residential
- IV. OWNER OF RECORD Pinehurst Homes, LLC
ADDRESS 992 Holly Hill Road, Monroe, Ga. 30655
PHONE NUMBER 404-427-7920

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
All adjoining property is residential use. Office building at 603 Alcovy Street has an apartment upstairs.
 - 2. Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification
Proposed development will allow for high quality homes to be constructed on site.
 - 3. The existing value of the property contained in the petition for rezoning under the existing zoning classification
603 Alcovy Street is valued at \$160,000 and 606 Alcovy Street is valued at \$75,000.
 - 4. The value of the property contained in the application for rezoning under the proposed zoning Classification
After construction is complete there will be 14 houses valued at \$275,000-\$300,000.
 - 5. A description of the suitability of the subject property under the existing zoning classification
As currently used for rental property.
 - 6. A description of the suitability of the subject property under the proposed zoning classification of the property
Proposed homes will be equivalent to current new construction in the area.

Rezoning/Annexation 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.

Owner of property (signature) Dwain Wilson
Address 992 HOLLY HILL RD. MONROE, GA. 30655
Phone Number 404-427-7920

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

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

Deborah M. Adkinson (Notary Public) 1-18-18 (Date)

My Commission Expires Sept. 8, 2020



**PETITION REQUESTING ANNEXATION
CITY OF MONROE, GEORGIA**

Date: _____

TO THE HONORABLE CITY COUNCIL OF THE CITY OF MONROE, GEORGIA

1. The undersigned, as owner of all real property of the described herein, respectfully request that the City Council annex this territory to the City of Monroe, Georgia, and extend the City boundaries to include the same.

2. The territory to be annexed abuts the existing boundary of Monroe, Georgia, and the description of such territory area is as follows:

Address/Location of Property: _____

Tax Map Number: _____

See Attached Legal Description and Boundary Survey.

3. It is requested that this territory to be annexed shall be zoned _____ for the following reasons: _____

WHEREFORE, the Petitioners pray that the City Council of the City of Monroe, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, do by proper ordinance annex said property to the City Limits of the City of Monroe, Georgia.

Respectfully Submitted,

Owners Address: _____

Rezoning/Annexation 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.

DB 4173
Pg. 150

Return Recorded Document to:
STRICKLAND AND LINDSAY, LLP
P. O. Box 249
Winder, Georgia 30680

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF BARROW

FILE #: 170513P

THIS INDENTURE made this 29th day of December, 2017, between Evelyn Barton Long, of the State of Georgia, as party or parties of the first part, hereinunder called Grantor, and Pinehurst Homes, LLC, a Georgia limited liability company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that tract or parcel of land lying and being in the County of Walton, State of Georgia and Town District, G.M. located on the Easterly side of Alcova Street designated as Tract 1 and being 0.42 acre according to a survey dated June 30, 1975, for J. N. Long made by William J. Gregg, Registered Land Surveyor and said tract is more particularly described as follows: Beginning at an iron pin located at the Southeasterly corner of said tract, said beginning point being also located North 23 degrees 01 minutes East 180 feet from a concrete monument, said beginning point being also a common corner with the lands of Walton Mill and J. N. Long and from said beginning point thence North 23 degrees 01 minutes East 185.41 feet; thence South 87 degrees 07 minutes West 142.6 feet; thence South 13 degrees 20 minutes West 122.02 feet; thence South 65 degrees 28 minutes East 107.78 feet back to beginning point.

Said property is bounded as follows: Northerly by lands of Alvin Vaughn; Easterly by lands of Walton Mill; Southerly by lands of J. N. Long and Westerly by Tract 2 of the same survey.

minutes West 189.41 feet; thence South 20 degrees 17 minutes West 33.94 feet back to beginning point.

Said property is bounded as follows: Northerly by lands of Alvin Vaughn; Easterly by Tract 1 of said survey; Southerly by lands of J. N. Long and Westerly by Alcova Street right of way

A survey of Tracts 1 and 2, being all of the above described property, is recorded in Plat Book 20, Page 345, Clerk's Office, Walton Superior Court, to which plat and record thereof reference is hereby made, and incorporated herein.

The above two tracts of land were deeded to John Nathan Long by Executor's Deed, dated 13th day of August, 1975, same being Recorded on August 13, 1975 in Deed Book 123, Pages 524-526 of the Official Records of Walton County, Georgia from the Estate of Harry M. Arnold and the Estate of Sarah G. Arnold.

AND ALSO:

All that tract or parcel of land lying and being in Walton County, Georgia and in the City of Monroe. Said land containing 1.4 acres more or less and lying North and West of the Walton Cotton Mill land and being East of the Monroe to Jersey road and more particularly described as follows: Beginning at a concrete post where lands of the Walton Cotton Mill, Mrs. H. M. Arnold and the Monroe to Jersey road join and running along the Monroe to Jersey road North 14 East 178 feet to an iron pin corner, thence South 66 East 190 feet to an iron pin, thence South 65 1/2 East 167 feet to an iron pin corner, thence South 21 1/2 West 180 feet to a concrete post corner, thence North 65 1/2 West 332 feet to the beginning corner.

Said land is bounded now or formerly as follows: On the North by lands of Mrs. H. M. Arnold, on the East and South by lands of the Walton Cotton Mill, and on the West by the Monroe to Jersey road.

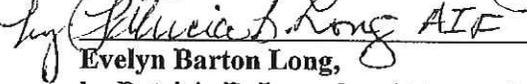
This property was deeded to John Nathan Long by Mrs. H. M. Arnold by Warranty Deed dated 25th day of March 1961, same being recorded March 29, 1961 in Deed Book 50, Page 399 of the Official Records of Walton County, Georgia, and more fully described in survey and plat made by J. M. Williams dated March 22, 1961, same being Recorded in Plat Book 9, Page 158 of the Official Records of Walton County, Georgia, to which plat and record thereof reference is hereby made and incorporated herein.

This Deed is given subject to all easements and restrictions of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.


by  AIF (SEAL)
Evelyn Barton Long,
by Patricia B. Long, her Attorney-in-Fact
(See attached Financial Power of Attorney)



Date: **January 16, 2018**

In Re: Utilities

To Whom It May Concern:

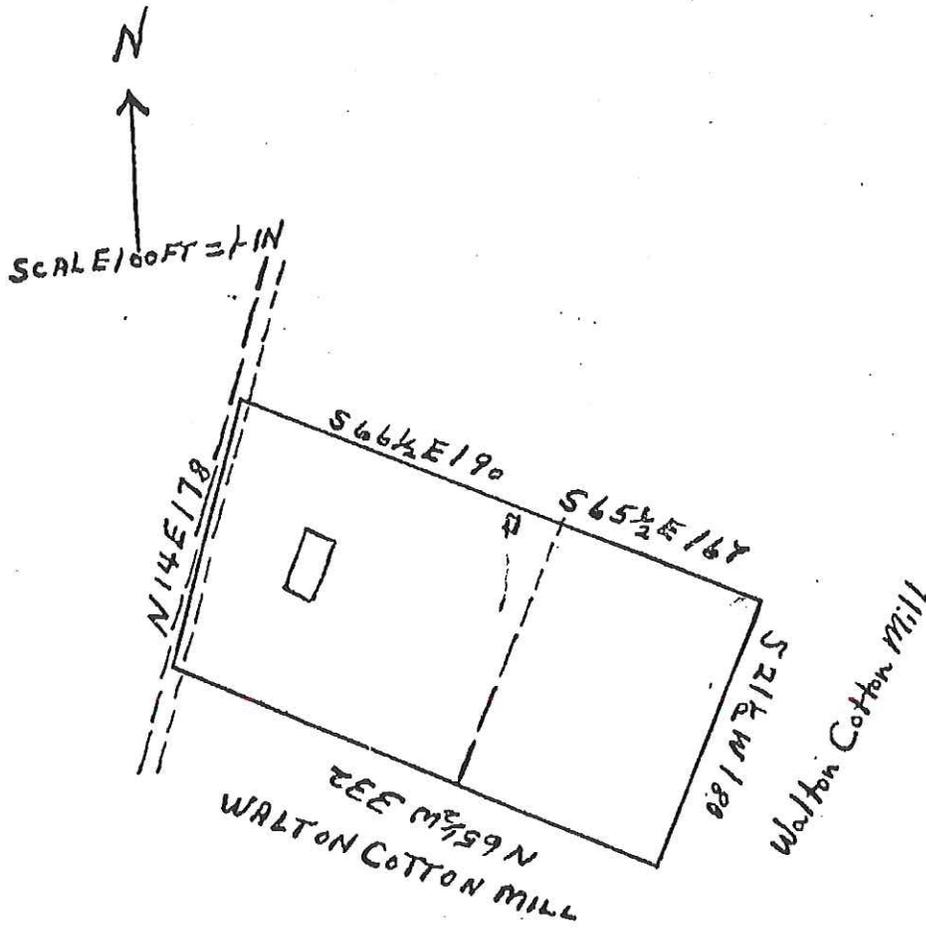
The City of Monroe offers electricity, natural gas, water, wastewater, cable television, telephone, and internet services.

The utilities checked below are available at **603 and 606 Alcovy Street** in the City of Monroe, Georgia.

- ELECTRICITY
- NATURAL GAS
- WATER
- WASTEWATER
- CABLE TV
- TELEPHONE
- INTERNET

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


City of Monroe



PROPERTY OF MRS HVA ARNOLD
 LOCATED IN MONROE WALTON COUNTY
 GA.

March-22-1961

Reg. # 374 J M Williams

Recorded March 28, 1961
 Emma Lou Laseter, Clerk

2:4
RB

Recorded 09/05/2017 10:21AM

KATHY K. TROST

WALTON COUNTY CLERK OF COURT

Georgia Transfer Tax Paid : \$125.00

Bk04122

Pg 0235-0236

Deed

Doc: WD

enw
*
Return Recorded Document to:
STRICKLAND & LINDSAY, LLP
P. O. Box 249
Winder, Georgia 30680

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF BARROW

FILE #: 170339P

THIS INDENTURE made this **30th** day of **August, 2017**, between **Linda Lois Baccus**, of the State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **Pinehurst Homes, LLC**, a Georgia limited liability company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that tract or parcel of land lying and being in the Town, 419 District, G.M., State of Georgia, County of Walton, designated on survey of said property as Tract A, containing 0.241 acres, and Tract B, containing 2.016 acres, and being more particularly described and delineated according to said plat and survey prepared by John F. Brewer, Georgia Registered Surveyor Number 2115, dated 04/11/1995, entitled, "Rezoning Plat For Joe E. Baccus & Linda L. Baccus", said plat being of record in the Office of the Clerk of Superior Court of Walton County, Georgia, in Plat Book 66, page 26; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

This Deed is given subject to all easements and restrictions of record.



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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

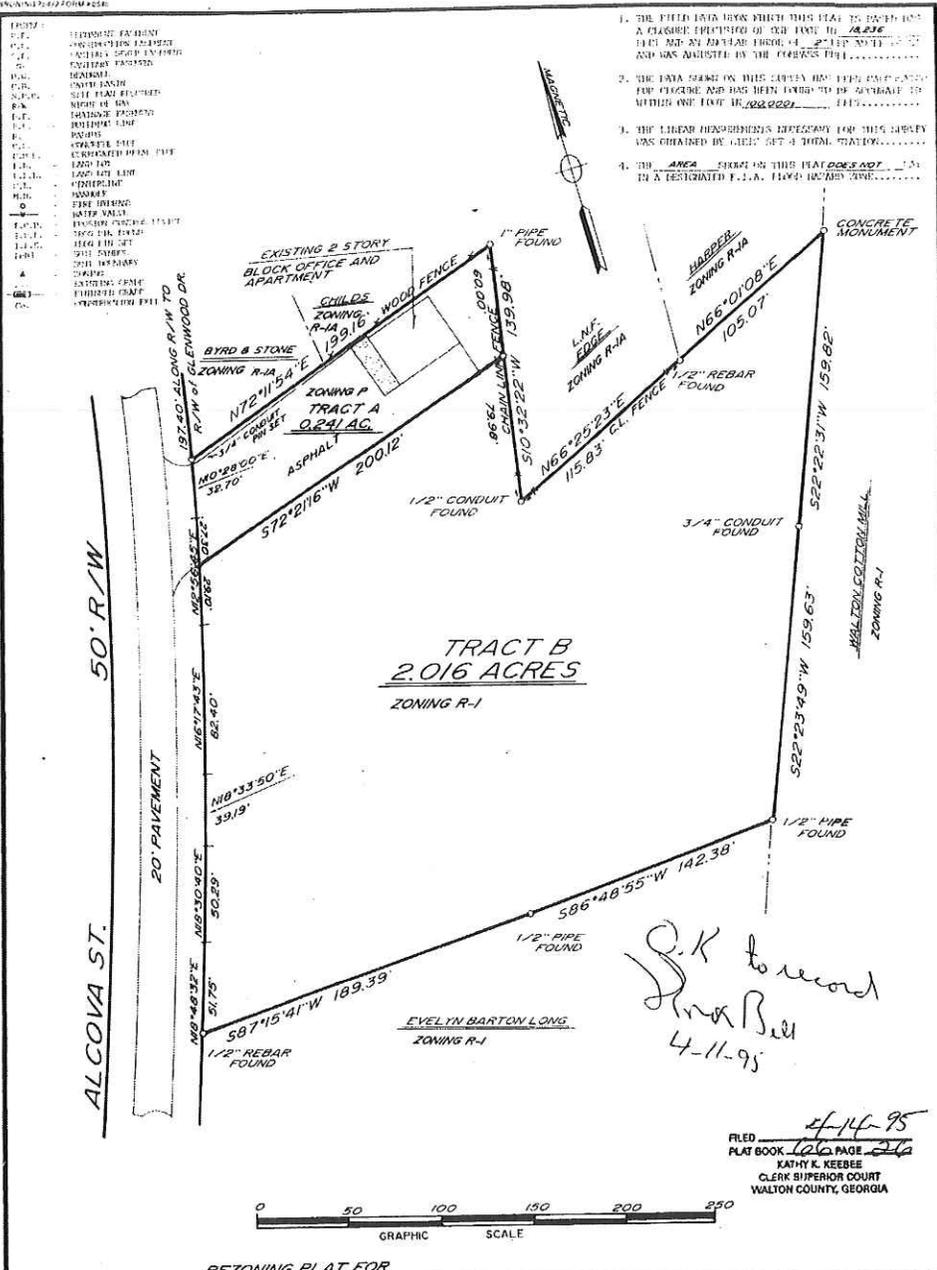

Linda Lois Baccus (SEAL)

Signed, sealed and delivered in presence of:


Witness


Notary Public





*S.K. to record
Shirley Bell
4-11-95*

FILED 4-14-95
PLAT BOOK 106 PAGE 276
KATHY K. KEESEE
CLERK SUPERIOR COURT
WALTON COUNTY, GEORGIA



REZONING PLAT FOR

JOE E. BACCUS & LINDA L. BACCUS

STATE	COUNTY	CITY	GMD
GEORGIA	WALTON	MONROE	TOWN 419
DISTRICT	LAND LOT	SCALE	DATE
3rd	37	1"=50'	REVISED 4/11/95



John F. Brewer & Associates
LAND SURVEYORS, LAND PLANNERS
DEVELOPMENT SUPERVISION

107 Davis Street
Monroe, GA. 30655
(404) 267-4703

B10-113

RECORDED: APR 14 1995, 10
KATHY K. KEESEE, CLERK

**NOTICE TO THE PUBLIC
CITY OF MONROE**

**A petition has been filed with the
City of Monroe requesting the
property at 603 & 606 Alcovy Street
to be rezoned from R-1 to R1A
A public hearing will be held before
the Monroe Planning and Zoning
Commission at City Hall Auditorium at
215 N. Broad Street on February 20, 2018
at 5:30 P.M. All those having an
interest should be present.**

**A petition has been filed with the
City of Monroe requesting the
property at 603 & 606 Alcovy Street
to be rezoned from R-1 to R1A
A public hearing will be held before
The Mayor and City Council
at the City Hall Auditorium at
215 N. Broad Street on March 13, 2018
at 6:00 P.M. All those having an
interest should be present.**

**PLEASE RUN ON THE
FOLLOWING DATE:**

February 4, 2018

606 AICOVY ST. MONROE, GA. 30655 REZONE

Please see the proposed R1-A rezone conditions below:

1. Minimum Sq. footage - 1,700
2. Brick and/or Rock on 50% of fronts with 3 sides hardi plank (concrete) siding
3. No vinyl on cornish or soffits
4. HOA will be required
5. Professional landscaped planted buffer along Alcovy St. and entrance of subdivision

⑥ Architectural shingles

⑦ Development agreement and ^⑧plat recordation

Notes

Conceptual development plan would carry the same overall aesthetic, final finish, and product as the neighboring subdivisions of The Retreat at Mill Creek and ~~The Legends~~.

Price points would initially start in the mid \$200K's

SURVEYOR CERTIFICATION

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

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

THIS BLOCK RESERVED FOR THE CLERK SUPERIOR COURT

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

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

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

Curve	Radius	Length	Chord	Chord Bear.
C1	1514.20'	187.88'	187.76'	N 17°07'21" E

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

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

GRID NORTH GA. WEST ZONE



LEGEND

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

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

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 60,167 FEET AND AN ANGULAR ERROR OF 0" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 352,793 FEET.

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA, ACCORDING TO THE F.I.R.M. NO. 132970139E DATED 12/8/2016



- SITE DATA:**
- 1) CURRENT ZONING IS R1 AND P.
 - 2) PROPOSED USE IS RESIDENTIAL.
 - 3) PROPOSED 14 LOTS.
 - 4) MINIMUM HEATED FLOOR SPACE IS 1,300 SQ.FT.
 - 5) MAXIMUM BUILDING HEIGHT IS 35 FEET.
 - 6) MINIMUM BUILDING WIDTH IS 24 FEET.
 - 7) MAXIMUM DENSITY IS 5 UNITS PER ACRE, PROPOSED DENSITY IS 3.5 UNITS PER ACRE.
 - 8) MAXIMUM LOT COVERAGE IS 40%.
 - 9) MINIMUM 2 PARKING SPACES PER DWELLING.

3.970 ACRES



REZONING PLAT FOR:

PINEHURST HOMES, LLC
IN THE CITY OF MONROE, TAX PARCEL M0200028 & M0200027

FIELD WORK DATE: 1/9/18 DATE OF PLAT PREPARATION: 1/11/18

LAND LOT(S) 37 3rd DISTRICT WALTON COUNTY, GEORGIA

ALCOVY SURVEYING AND ENGINEERING, INC. SCALE: 1" = 40'

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

JOB NO. 17-178

OWNER: PINEHURST HOMES, LLC
992 HOLLY HILL ROAD
MONROE, GA. 30655



Council Meeting

AGENDA

April 10, 2018

Item:

Rezone - 302 North Madison Avenue

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Request for Rezone](#)



To: City Council
From: Patrick Kelley
Department: Planning, Zoning and Code
Date: 03-29-18
Description: Rezone of 302 N. Madison Ave. from B-1 To R-1

Budget Account/Project Name: NA

Funding Source: 2017 NA

Budget Allocation: NA

Budget Available: NA

Requested Expense: \$NA

Company of Purchase: NA

Recommendation: *Approve*

Background: This property was potentially intended for a neighborhood commercial use but is now being occupied as single family residential. No future commercial use has been indicated and the owners occupy the property as their residence.

Attachment(s):

February 26, 2018

Petition Number: 18-00098
Applicant: Shauna & Clayton Mathias
Location: 302 N Madison Avenue
Proposed Zoning: R-1
Existing Zoning: B-1
Acreage: Total acreage .76 AC
Proposed Use: Residential

CODE ENFORCEMENT STAFF RECOMMENDATION

Approve
 Deny
 Approve with recommended conditions

- (a) The applicant, Clayton and Shauna Mathias request a rezone for property located at 302 N Madison Ave. The project has approximately 90 ft of road frontage on N Madison Avenue. The property consists of .76 ACS. The recommendation of the Code Department is for Approval.
- (b) The Property is presently zoned B-1
- (c) The requested zoning classification is R-1
- (d) The requested zoning will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- (e) The change of zoning will not adversely affect the existing and adjacent property.
- (f) The subject property does have restricted economic use as currently zoned.
- (g) The change of zoning will not cause an excessive or burdensome use of existing street, transportation facilities, utilities or schools.
- (h) The Future Land Use Plan indicates the property should be Residential.

Recommended conditions:

RE-ZONING REQUEST ALL TYPES



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

PERMITNUMBER	DATE ISSUED	VALUATION	FEE	ISSUED BY
18-00098	02/23/2018	\$ 0.00	\$ 100.00	adkinson

NAME + ADDRESS	LOCATION	302 N Madison Ave Monroe, GA 30655	USEZONE	B-1	FLOODZONE	Yes
			PIN	M0012-122-000		
			SUBDIVISION			
	CONTRACTOR	Shauna & Clayton Mathias	LOT			
			BLOCK	0		
		302 N Madison Ave Monroe GA 30655	UTILITIES...			
			Electric			
			Sewer			
			Gas			
	OWNER	Shauna & Clayton Mathias ()	PROJECTID#	302NMadisonAve-180 223-1		
	302 N Madison Ave Monroe GA 30655	EXPIRATIONDATE:	05/31/2018			

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK

Request for Rezone from B-1 to R-1 - P&Z
 Mtg 3/20/18 @ 5:30 pm-Council Mtg 4/10/18
 @ 6:00 pm 215 N Broad Street

NATURE OF WORK

Other

CENSUS REPORT CODE

875 - * Re-Zoning Request

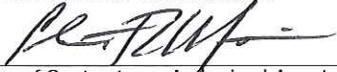
DIMENSIONS

	#STORIES	
SQUAREFOOTAGE		Sq. Ft.
	#UNITS	
SINGLEFAMILYONLY		
	#BATHROOMS	
	#BEDROOMS	
	TOTALROOMS	

NOTICE

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

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


 Signature of Contractor or Authorized Agent

02/23/2018
 Date


 Approved By

2-23-18
 Date

MANAGE YOUR PERMIT ONLINE

WEBADDRESS

<http://BuildingDepartment.com/project>

PERMITNUMBER

18-00098

PERMITPIN

55842

REZONE APPLICATION FORM

PERMIT NUMBER _____

- I. LOCATION 302 N. Madison Ave.
COUNCIL DISTRICT 2 & 7
MAPNUMBER 12
PARCEL NUMBER 122
- II. PRESENT ZONING B-1 REQUESTED ZONING R-1
- III. ACREAGE .76 PROPOSED USE single family residential
- IV. OWNER OF RECORD Shauna Mathias Clayton Mathias
ADDRESS 302 N. Madison Ave.
PHONE NUMBER 404-358-0801

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
R-1 (single family residential), PKD (school), B-2^{an} (market)
- 2. Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification N/A
- 3. The existing value of the property contained in the petition for rezoning under the existing zoning classification \$315,000
- 4. The value of the property contained in the application for rezoning under the proposed zoning Classification \$315,000
- 5. A description of the suitability of the subject property under the existing zoning classification
Impossible to refinance home loan with a traditional bank/lender
- 6. A description of the suitability of the subject property under the proposed zoning classification of the property
Easier to refinance (allowed) home loan with changed zoning. Also easier to sell property in future.

Rezoning Application
Page Two (2)

7. A description of any existing use of property including a description of all structures presently occupying the property Residential ; home & detached garage
8. The length of time the property has been vacant or unused as currently zoned N/A
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 is used as primary residence

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

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.

Owner of property (signature) [Signature]
Address 302 N. Madison Ave. Monroe, GA 30655
Phone Number 404-358-0801

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

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

Deborah M Adkinson (Notary Public) 2/23/18 (Date)

My Commission Expires Sept 8, 2020



Rezoning Application
Page five (5)

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

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

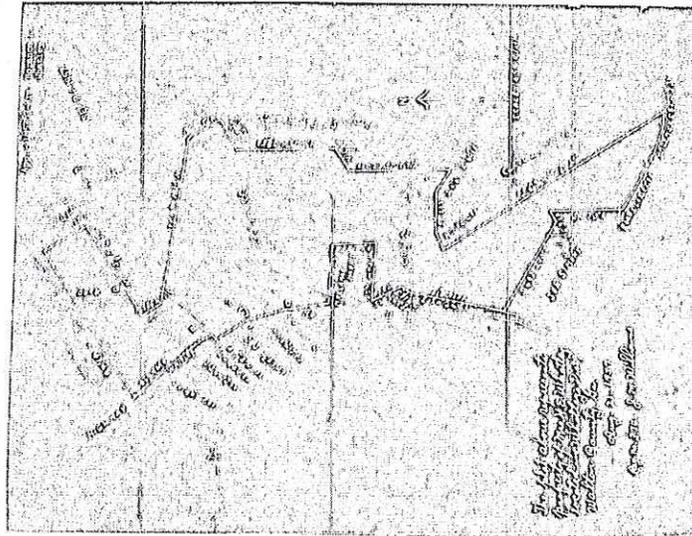
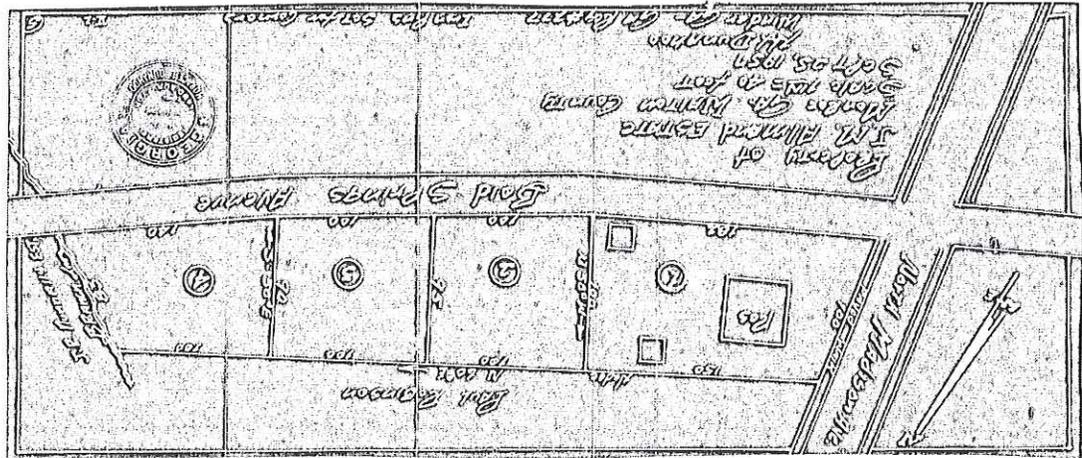
For any application for the R-1, R-1A, R-2 or MH districts the site plan shall additionally identify: (circle the appropriate district applied for)

- 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.

127



After Recording Return To:
McMichael & Gray, P.C.
574 Conyers Road, Suite 100
Loganville, GA 30052

Order No.: LOG-161140-PUR

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, made this 7th day of February, 2017, between

Donald K. Baker

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

Shauna Mathias and Clayton Mathias
as Joint Tenants with Rights of Survivorship and not as Tenants in Common

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Walton County, Georgia, in the City of Monroe, located at the corner of Bold Springs Avenue and North Madison Avenue in said City, and being known as part of the J. Marshall Almand Place, designated as Lots No. 1, 2 and 3 on a survey thereof dated September 25, 1957, made by H. L. Dunahoo, Surveyor, Winder, Georgia, said Survey being recorded in Plat Book 7, Page 127, Clerk's Office, Walton Superior Court. Reference to said survey and the record thereof being hereby made, said property is more particularly described as follows: Beginning at the northeast corner of the intersection of North Madison Avenue and Bold Springs Avenue, thence 100 feet northerly along the easterly side of North Madison Avenue paved walk 100 feet; thence north 60 degrees east 350 feet; thence south 30 degrees east 90 feet; thence westerly along the northerly side of Bold Springs Avenue 382 feet back to the beginning corner. Bounded as follows: North by Paul Robinson; East by Lot No. 4 of said estate; South by Bold Springs Avenue and West by North Madison Avenue.

Map Ref No. M0120 0000 122 000

SUBJECT to all zoning ordinances, easements and restrictions of record affecting said premises.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Donald K. Baker (Seal)

Notary Public

My Commission Expires: _____



Date: 2-23-18

In Re: Utilities

To Whom It May Concern:

The City of Monroe offers electricity, natural gas, water, wastewater, cable television, telephone, and internet services.

The utilities checked below are available at 302 N Madison Av in the City of Monroe, Georgia.

- ELECTRICITY
- NATURAL GAS
- WATER
- WASTEWATER
- CABLE TV
- TELEPHONE
- INTERNET

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

Khiaque Mahom-Jordan
City of Monroe

**NOTICE TO THE PUBLIC
CITY OF MONROE**

**A petition has been filed with the
City of Monroe requesting the
property at 302 N Madison Ave. to
be rezoned from B-1 to R-1
A public hearing will be held before
the Monroe Planning and Zoning
Commission at City Hall Auditorium at
215 N. Broad Street on March 20, 2018
at 5:30 P.M. All those having an
interest should be present to voice
their interest.**

**A petition has been filed with the
City of Monroe requesting the
property at 302 N Madison Ave. to
be rezoned from B-1 to R-1
A public hearing will be held before
The Mayor and City Council
at the City Hall Auditorium at
215 N. Broad Street on April 10, 2018
at 6:00 P.M. All those having an
interest should be present to voice
their interest.**

**PLEASE RUN ON THE
FOLLOWING DATE:**

March 4, 2018



Council Meeting

AGENDA

April 10, 2018

Item:

Zoning Ordinance Code Text Amendment #5

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Zoning Code Text Amendment #5](#)



To: City Council
From: Patrick Kelley
Department: Planning, Zoning and Code
Date: 03-09-18
Description: This is a text amendment pursuant to clarification, correction and augmentation of the zoning ordinance to more clearly define or express the intent of the ordinance when written.

Budget Account/Project Name: NA

Funding Source: 2018 NA

Budget Allocation: NA

Budget Available: NA

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

Recommendation: *Approve*

Background: We regularly assess the zoning ordinance for ambiguities, irregularities and omissions in order to clean up the zoning code; simplifying and making clear its intent. This text amendment addresses limits on household pets specifically cats and dogs.

Attachment(s):

Permit and Exhibit A

TEXT AMENDMENT ZONING CODE



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

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	ISSUED BY
18-00114	03/07/2018	\$ 0.00	\$	adkinson

NAME + ADDRESS	LOCATION	215 N Broad St Monroe, GA 30655	USEZONE	B-2	FLOODZONE	Yes
			PIN	M0014-026-000		
			SUBDIVISION	CORRIDOR OVERLAY DISTRICT		
	CONTRACTOR	City Of Monroe	LOT			
			BLOCK	0		
		Monroe GA 30655	UTILITIES...			
			Electric			
			Sewer			
			Gas			
	OWNER	City Of Monroe () Monroe GA 30655	PROJECTID#	215NBroadSt-180123-1		
		EXPIRATIONDATE:	09/03/2018			

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK	DIMENSIONS	#STORIES
ZONING CODE TEXT AMENDMENT - COUNCIL MTG 4/10/18 @6:00 PM 215 N BROAD STREET	SQUARE FOOTAGE	Sq. Ft.
NATURE OF WORK		#UNITS
Other	SINGLE FAMILY ONLY	#BATHROOMS
CENSUS REPORT CODE		#BEDROOMS
886 - ZONING CODE TEXT AMENDMENT		TOTAL ROOMS

NOTICE

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

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

Signature of Contractor or Authorized Agent

Date

Approved By

Date

MANAGE YOUR PERMIT ONLINE

WEB ADDRESS	PERMIT NUMBER	PERMIT PIN
http://BuildingDepartment.com/project	18-00114	55899

**AN ORDINANCE TO AMEND THE ZONING
ORDINANCE OF THE CITY OF MONROE, GEORGIA**

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

The Zoning Ordinance of the City of Monroe, officially adopted June 10, 2014, and Effective July 1, 2014, as thereafter amended, is hereby amended by implementing text amendments and changes outlined and identified in particular detail on Exhibit A, which such exhibit is incorporated herein by reference.

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

These text amendments of the City of Monroe Zoning Ordinance shall take effect upon their adoption by the Mayor and Council.

FIRST READING. This 10th, day of April, 2018.

SECOND READING AND ADOPTED on this 8th, day of May, 2018.

CITY OF MONROE, GEORGIA

By: _____ (SEAL)
John Howard, Mayor

Attest: _____ (SEAL)
Debbie Kirk, City Clerk

EXHIBIT A

City of Monroe Zoning Ordinance Text Amendment

Amendment # 5

1. Section 610.3 table 6 Note 7 to be beside Animals Household pets :

Dogs:

On any residential property equal to or less than one (1) acre, or for any dwelling unit in a multifamily development (e.g. apartment, condominium, townhome, mobile home park, duplex or similar), it shall be unlawful to possess or keep more than three (3) dogs. On any residential property larger than one (1) acre but equal to or less than two (2) acres, it shall be unlawful to possess or keep more than six (6) dogs. On any residential property larger than two (2) acres, there shall be no restriction on the number of dogs allowed to be possessed or kept provided all other applicable zoning provisions are obeyed. However, any such property that contains more than six (6) dogs shall be required to maintain those animals in an enclosure at least one hundred (100) feet from the nearest property line.

Cats:

On any residential property equal to or less than one (1) acre, or for any dwelling unit in a multifamily development (e.g. apartment, condominium, townhome, mobile home park, duplex or similar), it shall be unlawful to possess or keep more than six (6) cats. On any residential property larger than one (1) acre but equal to or less than two (2) acres, it shall be unlawful to possess or keep more than six (6) cats. On any residential property larger than two (2) acres, there shall be no restriction on the number of cats allowed to be possessed or kept provided all other applicable zoning provisions are obeyed.

Litters of animals shall be exempt from the provisions herein for up to six (6) months from the date of birth.

**NOTICE TO THE PUBLIC
CITY OF MONROE**

The City of Monroe Planning & Zoning commission will be holding a hearing for a zoning action/zoning code text amendment. A public hearing will be held on February 20, 2018 at 5:30 P. M. in the City Hall Building at 215 N Broad Street.

The City of Monroe Council will be holding a hearing for a zoning action/zoning code text amendment. A public hearing will be held on March 13, 2018 at 6:00 P.M. in the City Hall Building at 215 N Broad Street

All those having an interest should be present.

**Please run on the
following date:**

February 4, 2018



Council Meeting

AGENDA

April 10, 2018

Item:

Appointment - Historic Preservation Commission

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [HPC Appointment Info](#)

APPOINTMENTS
Updated

February 13, 2018

Appointed

Term Expires

HISTORIC PRESERVATION COMMISSION (Five year term)

Susan Brown	May 14, 2013	May 1, 2018
Mitch Alligood	November 10, 2015 (to fill unexpired term of David Dickinson)	May 1, 2019
Marc Hammes	December 12, 2017 (to fill unexpired term of James Woodall)	May 1, 2020
Fay Brassie	December 12, 2017 (to fill unexpired term of John Lucas)	May 1, 2021
Crista Carrell	December 12, 2017 (to fill unexpired term of Eric Edkin)	May 1, 2022



Appointed Board Member Biography

Name: Susan Hearn Brown

Profession / Business: Retired Position: _____

Business Address: _____

Phone number: _____ Fax number: _____

Email address: susielee@monroeaccess.net

Home Address: 422 Plantation Drive, Monroe, GA 30655

Home Phone number: (770) 267-2741 Mobile Phone number: _____

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

Birthday: 02/22/1949 Birthplace: Atlanta, GA

Education: Monroe Area High School, University of Georgia

Hobbies: gardening, reading, history

Membership in Service Clubs: D.A.R.

Social Clubs: _____

Membership / Offices Held / Other Agency Boards:

Historic Preservation Commission of Monroe, Walton County Historic Society Board,

Monroe Cultural & Heritage Museum Board (secretary), Monroe Tree Council

Civic Appointments: _____

Political Offices: _____

Reason for wanting to serve on HPC Board

Love of Monroe's history - particularly public buildings and private houses

Beverly Harrison

From: Debbie Kirk
Sent: Wednesday, March 7, 2018 11:54 AM
To: Beverly Harrison
Subject: Historic Preservation Commission Tenure

From: Debbie Adkinson
Sent: Wednesday, March 07, 2018 11:30 AM
To: Debbie Kirk
Subject: FW: FW: Historic Preservation Commission Tenure

Please see Susan's answer below for commission. She would like to continue.

Debbie Adkinson

City of Monroe
Code Department Assistant
215 N Broad Street
Monroe GA 30655
Phone: 770-207-4674
Direct line: 770-266-5160

From: susan brown [<mailto:susanbrownmonroe@gmail.com>]
Sent: Wednesday, March 07, 2018 10:47 AM
To: Debbie Adkinson
Subject: Re: FW: Historic Preservation Commission Tenure

I will continue to serve on the commission.

Susan

From: Debbie Adkinson
Sent: Wednesday, February 14, 2018 4:51 PM
To: 'susan brown'
Subject: Historic Preservation Commission Tenure

Your term with the HPC will expire on May 1, 2018. We need to know if you will be interested in continuing with the Commission for another five years? We would need to get this on the April Agenda for the Council Meeting.

Please let us hear from you as soon as possible.

Thank you,

Debbie Adkinson

City of Monroe
Code Department Assistant
[215 N Broad Street](#)
[Monroe GA 30655](#)
Phone: [770-207-4674](tel:770-207-4674)
Direct line: [770-266-5160](tel:770-266-5160)



Council Meeting

AGENDA

April 10, 2018

Item:

Rezone - 603 & 606 Alcovy Street

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



Council Meeting

AGENDA

April 10, 2018

Item:

Rezone - 302 North Madison Avenue

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



Council Meeting

AGENDA

April 10, 2018

Item:

2nd Reading - Zoning Ordinance Code Text Amendment #4

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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 [Zoning Code Text Amendment #4](#)

**AN ORDINANCE TO AMEND THE ZONING
ORDINANCE OF THE CITY OF MONROE, GEORGIA**

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

The Zoning Ordinance of the City of Monroe, officially adopted June 10, 2014, and Effective July 1, 2014, as thereafter amended, is hereby amended by implementing text amendments and changes outlined and identified in particular detail on Exhibit A, which such exhibit is incorporated herein by reference.

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

These text amendments of the City of Monroe Zoning Ordinance shall take effect upon their adoption by the Mayor and Council.

FIRST READING. This 13th, day of March, 2018.

SECOND READING AND ADOPTED on this 10th, day of April, 2018.

CITY OF MONROE, GEORGIA

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

**Attest: _____ (SEAL)
Debbie Kirk, City Clerk**

EXHIBIT A

City of Monroe Zoning Ordinance Text Amendment

Amendment # 4

1. Section 1250.2(3)(vi) and 1250.2(1)(d) - Sign setbacks from right of way – change to 0
2. Article VII Section 700.1 table 11 building ground floor square footage change to read building floor area.
3. Section 1250.2 Non Residential – Remove (2) (c) and (d).
4. Section 700.1, Table 11: add note 7 under R-2, Lot Area, Min(1)- Note 7: Minimum lot size for single family homes shall comply with the requirements for R1A districts.
5. Article VI, Section 630.3 Table 8 Industrial Zoning District Land Use Regulations. Utility and Area Service Provider Facilities: Emergency management services – fire, police, ambulance, change from C to P.



Council Meeting

AGENDA

April 10, 2018

Item:

1st Reading - Zoning Ordinance Code Text Amendment #5

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [Zoning Code Text Amendment #5](#)

**AN ORDINANCE TO AMEND THE ZONING
ORDINANCE OF THE CITY OF MONROE, GEORGIA**

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

The Zoning Ordinance of the City of Monroe, officially adopted June 10, 2014, and Effective July 1, 2014, as thereafter amended, is hereby amended by implementing text amendments and changes outlined and identified in particular detail on Exhibit A, which such exhibit is incorporated herein by reference.

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

These text amendments of the City of Monroe Zoning Ordinance shall take effect upon their adoption by the Mayor and Council.

FIRST READING. This 10th, day of April, 2018.

SECOND READING AND ADOPTED on this 8th, day of May, 2018.

CITY OF MONROE, GEORGIA

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

**Attest: _____ (SEAL)
Debbie Kirk, City Clerk**

EXHIBIT A

City of Monroe Zoning Ordinance Text Amendment

Amendment # 5

1. Section 610.3 table 6 Note 7 to be beside Animals Household pets :

Dogs:

On any residential property equal to or less than one (1) acre, or for any dwelling unit in a multifamily development (e.g. apartment, condominium, townhome, mobile home park, duplex or similar), it shall be unlawful to possess or keep more than three (3) dogs. On any residential property larger than one (1) acre but equal to or less than two (2) acres, it shall be unlawful to possess or keep more than six (6) dogs. On any residential property larger than two (2) acres, there shall be no restriction on the number of dogs allowed to be possessed or kept provided all other applicable zoning provisions are obeyed. However, any such property that contains more than six (6) dogs shall be required to maintain those animals in an enclosure at least one hundred (100) feet from the nearest property line.

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Litters of animals shall be exempt from the provisions herein for up to six (6) months from the date of birth.



Council Meeting

AGENDA

April 10, 2018

Item:

Resolution - MGAG Voting Delegate

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [MGAG Voting Delegate](#)

STATE OF GEORGIA

CITY OF MONROE

A RESOLUTION

BE IT RESOLVED by the Mayor and City Council of the City of Monroe that John S. Howard is hereby appointed to serve as this City's voting delegate on the Municipal Gas Authority of Georgia's Election Committee, with authority to cast all votes to which this city is entitled. Rodney Middlebrooks is appointed as alternate voting delegate.

SO RESOLVED, this 10th day of April 2018.

John S. Howard, Mayor

ATTEST: _____
Debbie Kirk, City Clerk

This is to certify the above is a true and correct copy of a Resolution passed by the City of Monroe and Council on the 10th day of April 2018.

Debbie Kirk, City Clerk
(Official Seal)



Council Meeting

AGENDA

April 10, 2018

Item:

Resolution - ECG Voting Delegate

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [ECG Voting Delegate](#)

STATE OF GEORGIA

CITY OF MONROE

A RESOLUTION

BE IT RESOLVED by the Mayor and City Council of the City of Monroe that John S. Howard is hereby appointed to serve as this City's voting delegate for the annual Electric Cities of Georgia, Inc. Board of Director's election, with authority to cast all votes to which this city is entitled. Wayne Adcock is appointed as alternate voting delegate.

SO RESOLVED, this 10th day of April 2018.

John S. Howard, Mayor

ATTEST: _____
Debbie Kirk, City Clerk

This is to certify the above is a true and correct copy of a resolution passed by the City of Monroe Mayor and Council on the 10th day of April 2018.

Debbie Kirk, City Clerk
(Official Seal)



Council Meeting

AGENDA

April 10, 2018

Item:

Resolution - MEAG Voting Delegate

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [MEAG Voting Delegate](#)

STATE OF GEORGIA

CITY OF MONROE

A RESOLUTION

BE IT RESOLVED by the Mayor and City Council of the City of Monroe that John S. Howard is hereby appointed to serve as this City's voting delegate on the Municipal Electric Authority of Georgia's Election Committee, with authority to cast all votes to which this city is entitled. Wayne Adcock is appointed as alternate voting delegate.

SO RESOLVED, this 10th day of April 2018.

John S. Howard, Mayor

ATTEST: _____
Debbie Kirk, City Clerk

This is to certify the above is a true and correct copy of a resolution passed by the City of Monroe Mayor and Council on the 10th day of April 2018.

Debbie Kirk, City Clerk
(Official Seal)



Council Meeting

AGENDA

April 10, 2018

Item:

Resolution - MEAG Competitive Trust Beneficiary

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

[MEAG Competitive Trust Beneficiary](#)

RESOLUTION OF CITY OF MONROE

WHEREAS, the City of Monroe [the “City”] is a Beneficiary of the Municipal Competitive Trust, as amended (the “Trust”); and

WHEREAS, MEAG Power has requested that the City reconfirm the authority and position of the individuals authorized by the City to communicate to MEAG Power the decisions of the City concerning both deposits into and withdrawals from any of the City’s Subaccounts created by the Municipal Competitive Trust, as amended; and

WHEREAS, the City, after due consideration, has determined that the requested confirmation as to the authority and identity of the authorized individuals is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that henceforth the Mayor, Vice-Mayor, City Administrator, and Finance Director (together, the “Authorized Officials”) are authorized to communicate the decisions of the City to MEAG Power with respect to any deposits into or withdrawals from any of the City Subaccounts established by the Municipal Competitive Trust, as amended, consistent with the term of the Municipal Competitive Trust, as amended; and

FURTHER RESOLVED that the City hereby authorizes the Authorized Officials to execute, and the City Clerk to attest and deliver, certificates specifying the names, titles, term of office and specimen signatures of the Authorized Officials and other certificates and documents that MEAG Power may require from time to time to effect the purposes of the Trust and this Resolution. Only two Authorized Officials’ signatures will be required to exercise all of the powers listed in this resolution.

This the 10th day of April, 2018.

John S. Howard, Mayor

ATTEST:

Debbie Kirk, City Clerk

[SEAL]

EXHIBIT A

INCUMBENCY AND SIGNATORY CERTIFICATE

I, the undersigned Debbie Kirk, DO HEREBY CERTIFY that I am the duly appointed City Clerk of the City of Monroe (the "City"). I HEREBY FURTHER CERTIFY that the below named persons have been duly appointed or elected, as applicable, have been qualified, are duly holding the offices set opposite their names on this day and the signatures set opposite their names are their genuine signatures:

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>	<u>Signature</u>
<u>John S. Howard</u>	<u>Mayor</u>	<u>At the pleasure of the Council</u>	_____
<u>L. Wayne Adcock</u>	<u>Vice-Mayor</u>	<u>At the pleasure of the Council</u>	_____
<u>Logan Propes</u>	<u>City Administrator</u>	<u>At the pleasure of the Council</u>	_____
<u>Beth Thompson</u>	<u>Finance Director</u>	<u>At the pleasure of the Council</u>	_____

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the official seal of the City this 10th day of April, 2018.

By: Debbie Kirk
Its: City Clerk

[SEAL]



Council Meeting

AGENDA

April 10, 2018

Item:

Resolution - 2017 Budget Amendment

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [2017 Budget Amendment](#)



From: Beth Thompson, Finance Director
Department: Finance
Date: April 3, 2018
Description: FY 2017 End of Year Budget Amendments

Budget Account/Project Name: n/a

Funding Source: 2017 operating budgets: n/a

Budget Allocation: n/a Allocated in each dept. n/a

Budget Available: n/a Allocated in each dept. n/a

Requested Expense: n/a Company of Purchase: n/a

Recommendation:

Staff recommends that the Council approve the FY 2017 End of Year Budget Amendments.

Background:

In order to ensure compliance with our own financial policies and also to satisfy State of Georgia criteria, staff has proposed a series of end-of-year budget amendments to balance any line items that cause overages at the department level. Adopting these amendments allows staff to finalize the FY 2017 financial statements and Comprehensive Annual Financial Statements.

Please note that not all overages are indicative of being over budget in a “negative” way. Rather, some overages are offset by other revenues or other funding sources, i.e. the Hotel-Motel Tax Fund. In that case more was spent from the proceeds to the Conventions and Visitors Bureau because more proceeds than budgeted came in to the city.

Attachment(s): FY 2017 Proposed Budget Amendments

**AMENDED
BUDGET RESOLUTION**

A RESOLUTION ADOPTING THE 2017 BUDGET REVISIONS FOR THE CITY OF MONROE, GEORGIA; APPROPRIATING REVISED AMOUNTS AS SHOWN IN EACH BUDGET AS EXPENDITURES; ADOPTING THE REVISED REVENUE PROJECTIONS; AND PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS.

BE IT RESOLVED by the **Mayor and City Council** of the **City of Monroe, Georgia** as follows:

WHEREAS, for the purpose of financing the conduct of affairs of the **City of Monroe** during the fiscal year beginning January 1, 2017 and ending December 31, 2017, the Revised Budget of the City's Revenues and Expenditures for such period, as prepared and submitted to the **City Council** by the City Administrator; and so approved by the **Mayor and City Council**.

WHEREAS, the amounts listed are the appropriations and transfers so authorized by the **Mayor and City Council** and are approved for the amounts and purpose indicated.

BE IT FURTHER RESOLVED that the expenditures shall not exceed the appropriations authorized by this budget and that the expenditures for the fiscal year shall not exceed funding available.

ADOPTED by the **Mayor and City Council** of the **City of Monroe** this 10th day of April 2018.

John Howard, Mayor
City of Monroe

Attest:

Debbie Kirk, City Clerk

BUDGET AMENDMENT SHEET Year End 2017

General Fund

	LEVEL 3	LEVEL 5	AMOUNT
INCREASE ACCT	01400 - ELECTIONS	521101 - ELECTION EXPENSE	\$5,151.63
DECREASE ACCT	01560 - AUDIT	521240 - AUDIT SERVICES	\$3,500.00
DECREASE ACCT	01595 - GENERAL ADMINISTRATION FEES	572180 - GMA ASSESSMENT	\$45.95
DECREASE ACCT	05500 - COMMUNITY SERVICES	572040 - CHAMBER OF COMMERCE	\$500.00
DECREASE ACCT	04975 - CENTRAL SERVICES	531970 - DNU STREET LIGHTS	\$868.30
DECREASE ACCT	04200 - HIGHWAYS AND STREETS	522600 - DNU LANDSCAPE	\$237.38
INCREASE ACCT	07520 - ECONOMIC DEVELOPMENT	572501 - CHIP PROJECT EXPENSE	\$93,773.00
DECREASE ACCT	33400 - STATE GRANTS	334008 - STATE GRANTS - CHIP	\$93,773.00
INCREASE ACCT	07520 - ECONOMIC DEVELOPMENT	521200 - PROFESSIONAL FEES	\$26,678.94
DECREASE ACCT	07200 - PROTECTIVE INSPECTION	542500 - CAPITAL-EQUIPMENT	\$26,678.94
INCREASE ACCT	07550 - DOWNTOWN DEVELOPMENT	572030 - DOWNTOWN DEVELOPMENT	\$5,842.06
DECREASE ACCT	04200 - HIGHWAYS AND STREETS	522400 - DNU EQUIP R&M OUTSIDE	\$5,842.06
INCREASE ACCT	07563 - AIRPORT	530051 - DNU AIRPORT FUEL	\$91,964.00
INCREASE ACCT	07563 - AIRPORT	530050 - DNU AIRPORT EXPENSE	\$13,108.00
INCREASE ACCT	07563 - AIRPORT	532550 - DNU BLDG R&M INSIDE	\$18,393.00
DECREASE ACCT	07200 - PROTECTIVE INSPECTION	531250 - DNU OFFICE OPERATIONS	\$25,204.24
DECREASE ACCT	07200 - PROTECTIVE INSPECTION	523850 - CONTRACT LABOR	\$20,494.06
DECREASE ACCT	07200 - PROTECTIVE INSPECTION	521200 - PROFESSIONAL FEES	\$21,165.99
DECREASE ACCT	04200 - HIGHWAYS AND STREETS	530850 - DNU GAS/OIL/FUEL OUTSIDE	\$29,636.00
DECREASE ACCT	07200 - PROTECTIVE INSPECTION	542500 - CAPITAL-EQUIPMENT	\$24,890.00
DECREASE ACCT	07200 - PROTECTIVE INSPECTION	530850 - DNU GAS/OIL/FUEL OUTSIDE	\$2,075.00
INCREASE ACCT	05530 - COMMUNITY CENTER	532590 - DNU PARKS & GROUNDS R&M	\$12,324.93
DECREASE ACCT	04200 - HIGHWAYS AND STREETS	523800 - DNU GENERAL LIABILITY INS	\$12,324.93
INCREASE ACCT	03200 - POLICE	542200 - CAPITAL-VEHICLES	\$159,070.00
DECREASE ACCT	39300 - PROCEEDS OF GEN LONG TERM	393000 - CAPITAL LEASES	\$159,070.00
INCREASE ACCT	03200 - POLICE	531150 - INVESTIGATION SUPPLIES	\$10,538.00
DECREASE ACCT	04200 - HIGHWAYS AND STREETS	511300 - OVERTIME SALARIES	\$10,538.00
INCREASE ACCT	03500 - FIRE	542200 - CAPITAL-VEHICLES	\$64,375.08
DECREASE ACCT	39300 - PROCEEDS OF GEN LONG TERM	393000 - CAPITAL LEASES	\$64,375.08
INCREASE ACCT	01300 - EXECUTIVE	541300 - CAPITAL-BUILDINGS	\$1,494,484.00
DECREASE ACCT	39300 - PROCEEDS OF GEN LONG TERM	393502 - NOTE PROCEEDS	\$1,494,484.00
INCREASE ACCT	09000 - OTHER FINANCING USES	611005 - TRANSFERS OUT - G.O. BOND	\$54,909.00
DECREASE ACCT	07200 - PROTECTIVE INSPECTION	511100 - REGULAR SALARIES	\$54,909.00
INCREASE ACCT	01530 - LAW	521220 - ATTORNEY FEES-P & M	\$145,463.90
DECREASE ACCT	01100 - LEGISLATIVE	512100 - GROUP INS	\$13,047.54
DECREASE ACCT	01100 - LEGISLATIVE	532730 - DNU DIST 3 EXP - R BRADLEY	\$18,400.17
DECREASE ACCT	01500 - GENERAL ADMINISTRATION	511100 - REGULAR SALARIES	\$65,770.22
DECREASE ACCT	01510 - FINANCIAL ADMINISTRATION	531250 - DNU OFFICE OPERATIONS	\$11,988.23
DECREASE ACCT	01510 - FINANCIAL ADMINISTRATION	511300 - OVERTIME SALARIES	\$9,113.41
DECREASE ACCT	07200 - PROTECTIVE INSPECTION	512200 - SOCIAL SECURITY	\$17,033.92
DECREASE ACCT	07200 - PROTECTIVE INSPECTION	542500 - CAPITAL-EQUIPMENT	\$10,110.41

Hotel/Motel

INCREASE ACCT	07500 - ECONOMIC DEV/ASSISTANCE	572035 - CONVENTION VISITORS BUREAU	\$20,712.00
DECREASE ACCT	31410 - SELECTIVE SALES & USE TAXES	314100 - HOTEL/MOTEL TAX	\$20,712.00



Council Meeting

AGENDA

April 10, 2018

Item:

Real Estate Issue (s)

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download
