



Council Meeting Agenda

**January 16, 2018
City Hall**

I. CALL TO ORDER

1. **Invocation**
2. **Roll Call**
3. **Approval of Agenda**
4. **Approval of Consent Agenda**
 - a. December 5, 2017 Council Minutes
 - b. December 12, 2017 Council Minutes
 - c. December 13, 2017 Airport Commission Minutes
 - d. December 19, 2017 Planning Commission Minutes
 - e. November 9, 2017 Downtown Development Authority Minutes
 - f. December 14, 2017 Downtown Development Authority Minutes
 - g. November 9, 2017 Conventions and Visitors Bureau Minutes
 - h. December 14, 2017 Conventions and Visitors Bureau Minutes
 - i. Civil Air Patrol Lease Agreement - Renewal of agreement. (Recommended for Council approval by Airport Committee January 9, 2018)
 - j. Approval - Alcovy River / Highway 138 Sewer Extension Project - Hofstadter & Associates to bid the project. (Recommended for Council approval by Utilities Committee January 9, 2018)
 - k. Approval - Out of State Training - To allow two employees to attend the Southeast Meter School & Conference in Auburn, Alabama, March 19 - 22, 2018. (Recommended for Council approval by Utilities Committee January 9, 2018)

II. PUBLIC PRESENTATIONS

1. Walton County Bicentennial Celebration Day Proclamation

III. PUBLIC FORUM

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

IV. **NEW BUSINESS**

1. NextSite Retail Marketing Contract
2. 2nd Reading - Alcoholic Beverage Ordinance Update
3. 1st Reading - Driveway Ordinance Amendment
4. Resolution - Open Records Officer

V. **ADJOURN**



Council Meeting

AGENDA

January 16, 2018

Item:

December 5, 2017 Council Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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 [12/5/17 Council Minutes](#)

The Mayor and Council met for a called meeting.

Those Present:	Greg Thompson	Mayor
	Wayne Adcock	Vice-Mayor
	Lee Malcom	Council Member
	Myoshia Crawford	Council Member
	Ross Bradley	Council Member
	Larry Bradley	Council Member
	Norman Garrett	Council Member
	Nathan Little	Council Member
	Jimmy Richardson	Council Member
	Logan Propes	City Administrator
	Debbie Kirk	City Clerk
	Paul Rosenthal	City Attorney

Staff Present: Jasper Greer, Jeremiah Still, Tracey Hanson, Bill Owens, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Patrick Kelley

Visitors: Sadie Krawczyk, Chris Bailey, Beverly Harrison, David Jahns, Sharon Swanepoel, Brittney Fitzpatrick, Joe Dixon, Andrea Gray, Fay Brassie, Edith Weaver, Meredith Malcom, Jenny Carter, Marc Hammes, Crista Carrell, Neil Jackson, Peggy Leicht, Randy Camp, George Baker III, Kelton Barnes, David Butler

I. CALL TO ORDER – GREG THOMPSON

1. Roll Call

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

Council Member Norman Garrett arrived during the Code Department Report.

II. DEPARTMENT REPORTS

1. December Monthly Reports

The Department Heads presented the monthly reports.

III. COMMITTEE INFORMATION

1. Finance

a. Approval – Website Redesign Contract

Mr. Chris Bailey requested approval to contract with Municode to redesign, rebuild, and provide support for the City of Monroe website. He stated there to be a lot of internal issues currently, such as controllability. The contract includes project development, design, implementation, training, and support. Mr. Bailey explained that Municode provides this service to over 4,700 government agencies across the nation. The development and design of the website will take approximately three and a half months, and will allow the City to have complete internal control of the website going forward.

MAYOR AND COUNCIL MEETING DECEMBER 5, 2017 6:00 P.M.

Council Member Larry Bradley asked who the primary person for updating the website is currently.

Mr. Bailey answered Patrice Broughton handles any website updates.

City Administrator Logan Propes explained that the overall cost will be \$14,700.00 for the first year, with a yearly support amount of \$2,700.00.

The committee recommends contracting with Municode to redesign, rebuild, and provide support for the City of Monroe website to Council.

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

2. Airport

No Items Scheduled.

3. Public Works

a. Approval – 2018 LMIG

Mr. Jeremiah Still presented the proposed list of streets for the 2018 Local Maintenance and Improvement Grant (LMIG). He discussed the contract with the Georgia Department of Transportation for the resurfacing on Sweetgum Drive, West Creek Circle, East Church Street, Ford Street, Nowell Street, Olympian Way, Mary Street, Douglas Street, Mathis Street, and Fambrough Way. He explained the grant requires a thirty percent local match from the City, which will be \$154,127.57.

The committee recommends to Council approval of the proposed list for the 2018 LMIG resurfacing project.

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

4. Utilities

a. Purchase – Water Materials for 2016 CDBG

Mr. Rodney Middlebrooks explained that Council previously approved the change order on the 2016 CDBG Project for the amount of \$508,735.00. The change order allows the City to install the water main. He explained the requested materials are needed for that installation. The lowest bid came from Core & Main, for the amount of \$68,568.32.

The committee recommends to purchase the water materials for completion of the 2016 CDBG Project from Core & Main for the amount of \$68,568.32 to Council.

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

5. Public Safety

a. Municipal Court Services Agreement – Southeast Corrections, LLC

City Administrator Logan Propes stated that Southeast Corrections, LLC is the probation services provider for the Municipal Court currently. He explained that this agreement adds new state statutory language to the existing services agreement, and will begin on January 1, 2018.

MAYOR AND COUNCIL MEETING DECEMBER 5, 2017 6:00 P.M.

The agreement outlines terms and responsibilities along with a schedule of probationer fees. The City is not responsible for any costs associated with the contract.

The committee recommends to Council approval of the Municipal Court Services Agreement with Southeast Corrections, LLC, as presented.

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

b. Purchase – Recruitment Class Firefighting Gear

Assistant Fire Chief Bill Owens requested to purchase eleven sets of firefighting gear for the SAFER Grant Staffing – Recruitment Class, for a total cost of \$27,819.00. He explained the City was awarded the 2018 SAFER Grant, which will add six additional full-time firefighters starting in January. He stated that the recruitment program enabled the department the opportunity to provide firefighter training and state certification to local individuals.

Council Member Norman Garrett questioned the quantity of gear to be purchased.

Mr. Owens explained the current recruitment class has eleven people. The remainder, other than the six full-time firefighters, will be added to the part-time temp list.

The committee recommends to purchase eleven sets of firefighter gear at a cost of \$27,819.00 to Council.

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

c. Approval – Firefighter Cancer Policy

City Administrator Logan Propes explained that the State of Georgia passed a law allowing firefighters to be able to be covered for cancer resulting from presented dangers of the job, primarily related to smoke inhalation. GMA-GIRMA has created a new pooled insurance program, and entering the pool will allow the City to get future grants and rebates. The estimated amount of annual premium is \$5,787.00, but that amount may increase with each additional firefighter that gets added to our coverage pool. He stated that the policy will begin on January 1, 2018.

The committee recommends to Council to contract with GMA-GIRMA for the amount of \$5,787.00 for firefighter's cancer benefit coverage.

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

6. Economic Development

No Items Scheduled.

MAYOR AND COUNCIL MEETING DECEMBER 5, 2017 6:00 P.M.

IV. ITEMS OF DISCUSSION

- 1. Upcoming Public Hearings**
 - a. Rezone / Annexation – Vine Street**
- 2. Appointments (3) – Historic Preservation Commission**
- 3. Appointments (2) – Planning Commission**
- 4. Appointment – Library Board**
- 5. Appointments (3) – Downtown Development Authority**
- 6. Appointment – Walton County Board of Health**
- 7. Approval – Chamber of Commerce Contract**
- 8. Addendum to Schedule of Fees – Code Department**
- 9. Adopt – 2018 Council Meeting Schedule**
- 10. 1st Reading – Alcohol Ordinance Update**
- 11. Abandonment of Property**

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

V. ITEMS REQUIRING ACTION

- 1. Public Hearing**
 - a. 2018 Budget All Funds**

City Administrator Logan Propes presented the summaries of the final budget for the 2018 fiscal year beginning January 1, 2018 and ending December 31, 2018.

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

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

To adopt the 2018 Budget.

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

- 2. 2nd Reading – Hotel-Motel Ordinance Update**

City Attorney Paul Rosenthal gave the second reading of the ordinance to amend Chapter 90 – Taxation, Article VII – Hotel/Motel Excise Tax, Section 90-231.

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

VI. ADJOURN

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

MAYOR

CITY CLERK



Council Meeting

AGENDA

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December 12, 2017 Council Minutes

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MAYOR AND COUNCIL MEETING DECEMBER 12, 2017 6:00 P.M.

The Mayor and Council met for their regular meeting.

Those Present:	Greg Thompson	Mayor
	Wayne Adcock	Vice-Mayor
	Lee Malcom	Council Member
	Myoshia Crawford	Council Member
	Ross Bradley	Council Member
	Larry Bradley	Council Member
	Norman Garrett	Council Member
	Nathan Little	Council Member
	Jimmy Richardson	Council Member
	Logan Propes	City Administrator
	Debbie Kirk	City Clerk
	Russell Preston	City Attorney
	Paul Rosenthal	City Attorney

Staff Present: Danny Smith, Keith Glass, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Patrick Kelley

Visitors: Sadie Krawczyk, Beverly Harrison, David Jahns, Sharon Swanepoel, Shane Short, Joe Dixon, Randell Rowe, Janice Rowe, Steve Brown, Susan Brown, Neil Jackson, Teri Smiley, David Dickinson, Jenny Carter, Amy Davis, Blake Peters, George Baker III, John Howard, R.J. Lott, Jack Armstrong, Brent Davis, Sam Harrison, Mitchell Stoddard, Henry Forrest

I. CALL TO ORDER – GREG THOMPSON

1. Invocation

Mayor Thompson gave the invocation.

2. Roll Call

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

3. Approval of Agenda

To approve the agenda as presented.

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

4. Approval of Consent Agenda

- a. November 7, 2017 Council Minutes
- b. November 14, 2017 Council Minutes
- c. November 28, 2017 Council Minutes
- d. November 29, 2017 Council Minutes
- e. November 7, 2017 Executive Session Minutes
- f. January – October, 2017 Downtown Development Authority Minutes
- g. January – October, 2017 Conventions and Visitors Bureau Minutes
- h. Approval – Website Redesign Contract – To contract with Municode. (Recommended for Council approval by Finance Committee December 5, 2017)

MAYOR AND COUNCIL MEETING DECEMBER 12, 2017 6:00 P.M.

- i.** Approval – 2018 LMIG – To resurface the proposed list of streets. (Recommended for Council approval by Public Works Committee December 5, 2017)
- j.** Purchase – Water Materials for 2016 CDBG – To purchase from Cole & Main for \$68,568.32. (Recommended for Council approval by Utilities Committee December 5, 2017)
- k.** Municipal Court Services Agreement – Southeast Corrections, LLC – Approval of agreement. (Recommended for Council approval by Public Safety Committee December 5, 2017)
- l.** Purchase – Recruitment Class Firefighting Gear – To purchase gear for \$27,819.00. (Recommended for Council approval by Public Safety Committee December 5, 2017)
- m.** Approval – Firefighter Cancer Policy – To contract with GMA-GIRMA for benefit coverage. (Recommended for Council approval by Public Safety Committee December 5, 2017)

To approve the consent agenda as presented.

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

II. PUBLIC PRESENTATION

1. Public Recognition

City Administrator Logan Propes recognized outgoing Mayor Greg Thompson, and thanked him for everything that he's done for the City of Monroe over the last twelve years. He presented him with a plaque for his loyal and dedicated services as Mayor from 2006 until 2017.

Chief Keith Glass presented Mayor Thompson and Council Member Richardson with a token of appreciation from Public Safety. He thanked them for their service, support, and leadership.

City Administrator Logan Propes recognized Council Member Jimmy Richardson for his loyal and dedicated services to the City of Monroe from 2006 to 2017. He presented him with a plaque for his twelve years of service.

Council Member Jimmy Richardson thanked the citizens for giving him the opportunity to serve for the last twelve years. He expressed what an honor and privilege it has been to work with the Council Members, the department heads, and the City employees. He stated that he will still be around Monroe, and will continue to enjoy this great community.

Mayor Greg Thompson echoed Council Member Richardson, it has been an honor and a privilege to serve the City and watch Monroe grow. He stated that Monroe has some of the best department heads in the State of Georgia, and he appreciates everything. He believes that they are leaving the City a better place than when they started twelve years ago.

Economic Development Specialist Sadie Krawczyk recognized the Hometown Team Volunteers, Steve Brown, Susan Brown, Randall Rowe, and Janice Rowe, for their many volunteer hours and efforts in making the Traveling Smithsonian Exhibit a success. She thanked them for their time and service.

III. PUBLIC FORUM

1. Public Comments

Mr. Shane Short recognized Mayor Thompson for his service on the Walton County Development Authority. He explained that they will be placing a brick at the new Veterans

MAYOR AND COUNCIL MEETING DECEMBER 12, 2017 6:00 P.M.

Memorial in his honor. Mr. Short expressed his appreciation for all the Mayor has done for not only the City of Monroe, but for all of Walton County through the Development Authority.

2. Public Hearing

a. Rezone / Annexation – Vine Street

Code Enforcement Officer Patrick Kelley presented the application for rezone of the property located at Vine Street known as C1350005, C1350004, C1350005A, and C1350005B from R-2 County to R-1A City. Mr. Kelley stated the acreage is +/-65.17 for rezone and annexation. The property has 3,295.10 feet of road frontage on Vine Street. The proposed use is a single family residential subdivision. The Code Office and Planning Commission recommend the request be approved with conditions: a minimum square footage of 1,700 for a 1-story home; a minimum square footage of 2,000 for a 2-story home; include playground; junior Olympic size pool with cabana and restrooms; work toward a minimum lot size of 8,500 square feet; brick and stone accent on the front of homes with the balance of home to be fiber cement siding at minimum; 8 foot on center evergreens that are a minimum of 20 gallons with berm behind rear facing lots on Vine Street; 40 feet of non-buildable bermed buffer along Vine Street; all the grassed areas shall be sodded; and two trees per lot of a two-inch caliper deciduous installed or preserved.

Council Member Lee Malcom stated that the wording for the minimum lots size to work towards 8,500 square feet needs to be changed; it needs to be more definitive.

Mr. Kelley answered that he understands, but he simply copied the motion that was approved on the last rezone. He also mentioned that the 8,500 square feet is 1,000 square feet more than is required in R-1A Zoning. He stated that an amendment should be made to the ordinance, if this is the standard which Council wants to use moving forward. Then it wouldn't have to be listed as a condition every time there is a rezone to this zoning classification. He explained that if Council wants to change the condition to require a minimum of 8,500 square feet, Council can modify the recommendation.

Council Member Lee Malcom stated this will be the largest subdivision in the City at this time.

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

Attorney Jenny Carter, on behalf of Expo Realty, spoke in favor of the rezone. She handed out a copy of the Statement of Constitutional Objections and a list of proposed conditions. She gave a brief presentation of the project. Ms. Carter explained the reason they are requesting R1-A zoning is because 25 of the acres are already in the City and zoned R1-A. Therefore, the request is to annex and rezone the remaining 75 acres to be used for the project. She stated the proposed site plan shows a density of 2.6 units per acre. She explained that they only used the specific language of work toward 8,500 square feet in the conditions, because that was the wording which was previously approved for the rezone on Good Hope Road. She explained they are requesting to remove the berm from the plans due to the commercial nature of the area. They would like to leave the natural vegetation in place instead, as a natural buffer.

Council Member Ross Bradley questioned the possibility of having a larger amenities package, such as two recreation areas or a full Olympic size pool.

Joe Dixon discussed making the cabana larger with a weight room, and a kiddie pool or splash pad for kids as a solution.

MAYOR AND COUNCIL MEETING DECEMBER 12, 2017 6:00 P.M.

Council further discussed pool sizes and options for larger amenity packages.

Council Member Larry Bradley questioned the minimum square footage.

Joe Dixon answered that the minimum square footage amount of 8,500 will be fine.

Ms. Carter agreed that a definite condition will be easier for everyone.

Council Member Norman Garrett stated that Council should make some concessions to help Mr. Dixon in building the subdivision. It appears as if Council doesn't want the project to be done in Monroe, and he would love to see Monroe grow.

Mayor Thompson stated that Council does want the project in Monroe, but they also want to see the project done right. He explained that requests and considerations go back and forth until both parties can meet in the middle with an agreement.

Council Member Lee Malcom stated that this is how negotiations work. She wants to see Monroe grow, but Council must protect the community and set a standard.

Council Member Norman Garrett stated that he understands, but he disagrees with some of the smaller things that are being requested. There isn't an Olympic size pool anywhere in Walton County, so he doesn't feel that Mr. Dixon should be asked to build one. He stated that he feels the City should help and participate in some of the things that Council wants to see done.

Council Member Lee Malcom explained that her objective is to set standards for the future.

Council Member Larry Bradley questioned the footage for the natural buffer.

Joe Dixon answered that there is approximately 45 feet of natural buffer along Vine Street. They would like to leave that natural vegetation there as an undisturbed buffer.

Council Member Lee Malcom questioned going up to 2,200 square feet for the 2-story homes.

Joe Dixon answered no. He explained that he came up on the 1-story square footage, but wants to stay at 2,000 on the 2-story.

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

To approve the rezone with the recommended conditions: a minimum square footage of 1,700 for a 1-story home; a minimum square footage of 2,000 for a 2-story home; playground; junior Olympic size pool with cabana and restrooms; a minimum lot size of 8,500 square feet; brick and stone accent on the front of homes with the balance of home to be fiber cement siding at minimum; 8 foot on center evergreens that are a minimum of 20 gallons with berm behind rear facing lots on Vine Street; 45 feet of non-buildable bermed buffer along Vine Street; all the grassed areas shall be sodded; and two trees per lot of a two-inch caliper deciduous installed or preserved.

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

MAYOR AND COUNCIL MEETING DECEMBER 12, 2017 6:00 P.M.

To grant the annexation.

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

IV. NEW BUSINESS

1. Approval – Chamber of Commerce Contract

Ms. Teri Smiley, from Chamber of Commerce, presented the new contract and gave an update.

To approve the contract for the period of one year.

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

2. Appointments (3) – Historic Preservation Commission

To appoint Marc Hammes to fill the unexpired term of James Woodall to expire May 1, 2020.

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

To appoint Faye Brassie to fill the unexpired term of John Lucas to expire May 1, 2021.

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

To appoint Crista Carrell to fill the unexpired term of Eric Edkin to expire May 1, 2022.

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

3. Appointments (2) – Planning Commission

To appoint Randy Camp to a five (5) year term to expire September 1, 2022.

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

To appoint David Butler to fill the unexpired term of John Howard to expire September 1, 2020.

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

4. Appointment – Library Board

To appoint Peggy Leicht to fill the unexpired term of Sandra Shurling to expire July 1, 2018.

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

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

City Attorney Paul Rosenthal clarified that the appointment to the Downtown Development Authority Board needed to be a concurrent motion of appointment to the Convention & Visitors Bureau Authority Board.

To reappoint Wesley Sisk to a three (3) year term to expire December 31, 2020.

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

MAYOR AND COUNCIL MEETING DECEMBER 12, 2017 6:00 P.M.

To appoint Andrea Gray to a three (3) year term to expire December 31, 2020.

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

To appoint Meredith Malcom to fill the unexpired term of Benita Walker to expire December 31, 2018.

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

6. Appointment – Walton County Board of Health

To reappoint Edith Weaver to a six (6) year term to expire December 31, 2023.

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

7. Addendum to Schedule of Fees – Code Department

Code Enforcement Officer Patrick Kelley requested approval to add a ten percent fee for permit renewals to the Code Department Schedule of Fees.

To approve the schedule of fees addendum as presented.

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

8. Approval – 2018 Budget Resolution

To approve the resolution as presented.

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

9. Resolution – GMA-GIRMA Membership

To approve the resolution as presented.

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

10. Resolution – Remnant Portion of Hammond Park Abandonment

To approve the resolution as presented.

*Motion by Adcock, seconded by L. Bradley.
Abstaining: Malcom.
Passed.*

11. 1st Reading – Alcoholic Beverage Ordinance Update

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

12. Adopt – 2018 Council Meeting Schedule

To adopt the calendar as presented.

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

MAYOR AND COUNCIL MEETING DECEMBER 12, 2017 6:00 P.M.

13. Change Order – CDBG Water Service

City Administrator Logan Propes explained due to confined space there have been some issues with the CDBG Project. The original plan was for the City to provide the water services, which would save a great deal of money. After meeting with the contractors, it has been decided that the most prudent action would be to have the contractors install the water service, which will make the road their responsibility. The total amount for the proposed change order is \$197,112.40, which will still save a significant amount of money.

Mr. Rodney Middlebrooks explained the biggest issue to be the compaction on the ditch. The sewer line will be installed on the left side of the curb line, and the water line will be installed on the right side of the curb line. Therefore, the compaction underneath the curb could become a future problem. The contractors will install the water line up to the right-of-way, and then the City will complete the tie-ins. This will also prevent any problems with the project timeline.

Council Member Larry Bradley questioned how it will affect the 2018 Budget.

Mr. Propes answered that this will change the Utility Capital Funds. A budget amendment will not be necessary, since it is in the CIP Budget. He explained that he hopes the funding for the next CDBG will be increased from \$500,000 to \$750,000, which would help to offset this cost.

To approve the change order in the amount of \$197,112.40.

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

V. ADJOURN

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

MAYOR

CITY CLERK



Council Meeting

AGENDA

January 16, 2018

Item:

December 13, 2017 Airport Commission Minutes

Department:

Additional Information:

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Recommendation / Request:

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 [12/13/17 Airport Comm Minutes](#)

City of Monroe
Airport Commission Meeting Minutes
December 13, 2017
10 AM – City Hall Conference Room

The meeting was called to order at 10:05 AM by Chairman Larry Fussell. In attendance were members Bill Scott, Bill Stone, Rodney Etheredge Dan Nugent as well as City Administrator Logan Propes, City Purchasing Manager Chris Bailey, City Councilmen Jimmy Richardson and Ross Bradley.

There were no Minutes from the October 11 meeting since a quorum was not present. Today's agenda was approved as presented.

Committee Reports:

Fuel Farm: Chris reported that the months of October and November had 105 and 132 transactions respectively. Revenue was \$10,250 and \$16,400 yielding a combined net profit of \$697. Chris announced that the recent rise in fuel cost from our supplier will result in a new retail price of \$379 (from \$367). This will keep us close to the other local airports that are expected to raise their prices also. Covington is our closest fuel competitor.

Old Business:

NPIAS : (National Plan for Integrated Airport Systems) report has been updated and submitted showing 34 aircraft based at D73 now.

CIP : was submitted to GDOT in November for requesting federal funding for the year beginning July 1, 2018.

Identifier Resolution and Application : has been submitted to FAA with the City's choice of KUMW or KMZW requested. When finalized, new airport signage will be provided by the City.

Hangar Progress : Chris stated that City consultant Barge-Waggoner has requested assistance from GDOT to develop a standard T-hangar design to be used for soliciting contractor estimates for the proposed new 8 unit hangar. Rodney has seen estimates for a steel 8 unit hangar in Baxley, GA at \$139,000 - \$154,510 that includes everything but the slab and dirt. Chris estimates that the total cost for Monroe will include site preparation, dirt removal, and slab at \$280,000 - \$300,000.

Larry and Rodney discussed an article in the Covington newspaper concerning the financial issues surrounding their 12 unit hangar that had a total loan cost of \$400,000 to be paid off in 15 years with annual payments of \$32,799 with rent income of \$43,500 that yields an annual gross profit / cash flow of \$10,701. This has been misconstrued as an unreasonable debt for Covington in the article rather than a profitable investment for the airport and city. Larry sees

this as a good example for Monroe to consider and that waiting has already cost the City additional costs with the rise in interest rates and construction costs now. Logan and Chris agree that the planning is needed and are moving ahead now. The use of ground leases for private hangars is low revenue for the city as demonstrated by other GA airports.

Rodney asked, "What does it take for Monroe to attract corporate business?" It was unanimously agreed by the committee that a LVP approach is needed now and continues to be first priority. Logan said that it would cost the City \$80,000 to put the LVP in place. Bill Scott said we must compete with Covington and Winder who have built their airports over a longer period of expansion than D73. Covington has new industry coming into their city that require more hangars and amenities. Winder has mostly ground leases and had National Guard operations that financed much of its growth years ago. We agreed that Monroe has made numerous improvements that will enhance our opportunities and we must promote D73 through commercial real estate channels and other sources for prospects. Dan noted that the "first impression" to potential corporate renters is not only the standard amenities offered by other airports but the physical appearance of the entire property. Cracked pavement, unmowed grass (sometimes) and limited parking space could be negative factors. Chris said that the long-awaited repaving of the tarmac areas is now part of the 2020 CIP. Ross and Jimmy asked if we should have a public viewing area but airport security would become a concern. Dan pointed-out that spectators often park at the ball field across the fence at SW end of runway #3 to watch flight operations.

Fuel Truck Lease: Chris reported that the Jet A fuel truck lease has been cancelled due to lack of use. It was a 3 month trial to see if we could attract turbine traffic and we did not. Bill Scott has his own 4,000 gallon truck and will work with the FBO to offer Jet A when he gets advance notice through the FBO.

New Business:

Apron Rehabilitation Design Application: on east side with expansion area is at GDOT now. Larry asked if the west side runway connector could also be included.

Storm Water Drainage Project: Toller Street drainage is being redesigned and will be a big project beyond Monroe Public Works so an outside contractor will be needed.

Open Discussion:

Bill Stone and Larry commented that the timber near the runway and beacon area obscures vision and produce turbulence. Removal is needed. Unfortunately, timber prices have dropped significantly. Runway edges need dressing for safety and aircraft damage prevention. The west gate may need adjustment. Jimmy Richardson was not re-elected and bid us farewell after many years of loyal support for our committee. Ross Bradley was welcomed as a new councilman assigned to our committee and is a pilot very interested in the future of D73.

Respectfully submitted:
Dan Nugent, Secretary



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**MONROE PLANNING COMMISSION
MINUTES
December 19, 2017**

Present: Rosalind Parks
Mike Eckles
Randy Camp
David Butler

Absent: Kyle Harrison

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

Visitors: Waylon Hoge, Vanessa Jones

The meeting was called to order by acting Chairman Mike Eckles at 5:33 pm. He also welcomed the new members of the Commission Mr. Randy Camp and Mr. David Butler.

Acting Chairman Eckles asked for any changes, corrections or additions to the August 15, 2017 minutes. Hearing none he entertained a motion. Rosalind made a motion to approve. David Butler seconded. Motion carried. Minutes Approved.

Code Officer Report: No report except to say that this application is in order and would be compliant with our CDO requirements to the extent feasible while maintaining their branding identity.

Public Hearing opened at 5:35 pm

The only item of business: is for petition # 17-00520 for a COA at 2025 W Spring Street to renovate exterior of Building.

Waylon Hoge, Integrity Engineering spoke to the request. He stated that his company is designing the civil portion of this project and also they are doing the construction management for McDonalds. McDonalds has an initiative nationwide to remodel their stores by 2020. The remodel will consist of lobby and bathrooms for the interior and exterior will be change the double mansard red roof to be a parapet wall and paint the entire building. They will use stucco in some areas. The signs will be changed to be backlighting/halo lighting and digital menu boards that will be smaller than existing.

Acting Chairman Eckles asked if there were any questions for Mr. Hoge.

Randy Camp asked if they would be changing the traffic patterns of the McDonalds. Mr. Hoge stated it would not be changed.

Rosalind Parks asked if they would be closing the store for any of the remodeling.

Mr. Hoge stated the drive thru would remain open the majority of the time. This project should take about 7 weeks and typically the dining area will close while they remodel the interior and they will close the store for 2 to 3 weeks while they are working on the drive thru side. The C Store will remain open at all times.

Acting Chairman Eckles closed the public hearing at 5:41 pm

He entertained a motion for approval or disapproval of the COA. Randy Camp made a motion to approve. Rosalind Parks seconded. Motion passed unanimously. COA Granted.

New Business: None

Patrick mentioned that during the next meeting we will need to elect a new chairman.

Also the Wendy's owner has contacted us that they are looking to demolish and rebuild the store here with the new branding.

Eckles asked about anything new on the horizon?

Patrick stated the two new subdivisions that were recently approved by Council on Good Hope Road and Vine Street will be starting up possibly in the spring.

Patrick also spoke of training for the members. It is being looked at now.

Acting Chairman Eckles entertained a motion for adjournment. Rosalind made the motion. David seconded. Motion passed unanimously. Meeting adjourned at 5:46 pm.



Council Meeting

AGENDA

January 16, 2018

Item:

November 9, 2017 Downtown Development Authority Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [11/9/17 DDA Minutes](#)

Downtown Development Authority

City of Monroe

Minutes of the meeting held Thursday, November 9th, 2017 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
George Baker, III
Lee Malcom

City Staff:
Sadie Krawczyk
Leigh Ann Walker
Logan Propes

Excused absences: none

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

The minutes of the October meeting were approved after a motion was made by Charles Sanders and a second by Whit Holder.

The September Financial Reports were approved after a motion by Mike Gray and a second by George Baker.

Public Forum

None.

City Update

3 DDA/CVB appointments will take place at the December City Council meeting; the city attorneys are reviewing DDA/CVB bylaws, and the board will make suggested amendments when needed; Mr. Propes gave an update on the timeline for the alcohol ordinance rewrite, he expects to have a draft ready for first reading in December; the revised ordinance will aim to allow open container in the central business district, the ability to sell alcohol at city events, and to allow businesses such as brewery/distilleries/tap rooms/wine markets in downtown; the 2018 city budget planning is underway at this time, major goal is to increase funding for park improvements and DDA projects.

Economic Activity Update

Almost Home has opened in new location on Washington Street, Two Paws in a Pod dog daycare has opened on Spring Street next to a new salon, Ellerbee Allstate agency has moved downtown as well; 100 S. Broad Street is under contract; Silver Queen is scheduled to close this month on Wayne Street property; 110 and 114 W. Spring Street spaces are under contract; DCA has announced that the Walton Mill Senior living development will get funding, Onestreet Residential is the developer and they are interested in talking with DDA about partnering to fill street-level retail in the development.

Committee Reports

Organization Committee - \$40,000+ in sponsorship collected; we will be buying poinsettias as sponsor year-end thank you gifts.

Promotions Committee - Light Up the Night had big crowds this year, great report from businesses about the activity; Christmas parade theme is "A Season of Giving;" Carriage rides will take place on 12/14 and 12/21; we will be adding another carriage each night and trying to maximize the route to get more riders through.

Design Committee - Whit Holder reported that Peyton Pettus has ordered the "Walk Your City" signs for our pilot program; after researching possibilities for the mural painting, scaffolding is the best option at this point. It will cost over \$6000 for the scaffolding. Mike Gray suggested we look into hanging a platform from the roof, which Mr. Holder will look into more. Mr. Propes mentioned that the city wishes to install more gas lanterns in downtown, particularly around the Arts Center, and promote the option to other downtown businesses.

Economic Vitality - Local Restaurant Group has turned in their financials to Athens First for review, which moves us a step closer to creating a draft of the development agreement; the interest only payment for the properties purchased is around \$800/month. It is set to automatically draft from DDA's accounts at Athens First Bank. Once we have keys to the building, it is recommended that we clean the windows and remove existing signage. DDA staff will create signs indicating the building has been purchased for an economic development project. Wesley Sisk updated the board regarding his newly acquired commercial spaces on S. Broad Street saying that Carter-Watkins has been hired to design and oversee the restoration of the historic storefronts. Broad Street Boots has signed a lease to move into 114 S. Broad Street, and Mr. Sisk is actively recruiting a restaurant to 110 S. Broad Street.

Projects

Farmers Market- end of season vendor dinner was held on 11/6

Sculpt Monroe - no update at this time.

Childers Park - installed benches donated by the Rotary Club in the park, trash cans coming soon; the energy education panels have arrived to the city warehouse; kudzu and underbrush spraying has begun, next step will be removing dead trees and creating a new stream restoration plan and park master plan in 2018. Goal is to apply for matching grant funds from the Georgia Department of Natural Resources in 2018 for use in 2019 on park projects.

Programs

Façade Grant - None.

Community Event Grant - None.

New Business

None.

Announcements

The next meeting will be December 14th at City Hall.

The meeting was adjourned after a motion was made by Mike Gray and seconded by Lee Malcom.



Council Meeting

AGENDA

January 16, 2018

Item:

December 14, 2017 Downtown Development Authority Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [12/14/17 DDA Minutes](#)

Downtown Development Authority

City of Monroe

Minutes of the meeting held Thursday, December 14th, 2017 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
George Baker, III

City Staff:
Sadie Krawczyk
Leigh Ann Walker
Logan Propes

Excused absences: Lee Malcom

The meeting was called to order at 8:05 by Chairman Lisa Anderson
A quorum of members was declared.

The minutes of the November meeting were approved after a motion was made by George Baker
and a second by Charles Sanders.

The October Financial Reports were approved after a motion by Mike Gray and a second by
Whit Holder.

Public Forum

None.

City Update

2 new DDA/CVB appointments made at December City Council meeting (Andrea Gray and
Meredith Malcom); first reading for the alcohol ordinance occurred; 3 new Historic Preservation
Commissions seats were filled and 2 new planning and zoning board seats; a new neighborhood
was annexed into the city and rezoned to allow the development of 300+ homes and swimming
pool on Vine Street.

Economic Activity Update

Ellerbe Allstate agency has a ribbon cutting at 4 pm today; 100 S. Broad Street has not closed yet;
Silver Queen has not closed yet on the 125 N. Wayne Street property; Allstar Alarm is moving, so
this space will be vacant; Posh Cakery will be moving into the Karen's Sweet Confections space.

Committee Reports

Organization Committee - delivered poinsettias as sponsor year-end thank you gifts; \$48,000+ has
been collected for sponsorship

Promotions Committee -Grinch photos and carriage rides are tonight, 12/14; Christmas parade
was a huge success; business are reporting record breaking sales during Black Friday and Shop
Small Saturday.

Design Committee - Whit Holder reported that Peyton Pettus has installed some of the “Walk Your City” signs for our pilot program; Activity alley design is coming together; with the delay in purchase of 100 S. Broad Street, the board voted to change the location of the mural project to 133 N. Broad Street owned by Ken Murray Properties, pending approval from the Georgia Council for the Arts and the property owner after a motion from Wesley Sisk and a second from Charles Sanders.

Economic Vitality - DCA regional rep conducted a site visit to initiate the process of applying for the Downtown Development Revolving Loan Fund by the Local Restaurant Group for 202 E. Spring Street and 115 Midland redevelopment; Mike Gray reported that he is currently examining possible infill development projects for DDA to partner with in the future

Projects

Farmers Market- one more vendor awaiting payment before knowing yearly profit and loss

Sculpt Monroe - no update at this time.

Childers Park - The city has been clearing dead trees and undergrowth in the park, and it is looking much better as a result.

Programs

Facade Grant - A facade grant was approved for 113 N. Broad Street in the amount of \$1500.00 to JEC Development after a motion from Whit Holder and a second from Mike Gray.

Community Event Grant - None.

New Business

None.

Announcements

The next meeting will be January 11, 2018 at City Hall.

The meeting was adjourned after a motion was made by Wesley Sisk and seconded by Mike Gray.



Council Meeting

AGENDA

January 16, 2018

Item:

November 9, 2017 Conventions and Visitors Bureau Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [11/9/17 CVB Minutes](#)

Monroe Convention and Visitors Bureau Authority
Minutes of the meeting held Thursday, November 9, 2017 at 9:00 am
City Hall
215 N. Broad Street, Monroe GA 30655

Members Present:

Lisa Anderson, Chairman
Mike Gray
Whit Holder
Wesley Sisk
Charles Sanders
George Baker III
Lee Malcom

City Staff:

Sadie Krawczyk
Leigh Ann Walker
Logan Propes

Excused Absence: none

The meeting was called to order at 9:00 am by Chairman Lisa Reynolds.

The minutes of the October meeting were approved with a motion from George Baker III and a second by Whit Holder.

The September Financials were approved after a motion from Lee Malcom and a second by George Baker III.

Chairman's Report:

None.

Executive Directors Report:

Hometown Teams Exhibit has been shipped back to the Smithsonian. The exhibit brought 800+ visitors to the museum and arts center, including 4 school field trips. The Reunion Day was a wonderful event as well.

Old Business:

The Local Crowd Pilot community - continuing to work on preparing local campaign components and line up champions prior to launch

Downtown Registry - trial version is live for the holiday season.

TV Commerical - two 30-sec commercials have been created for our review. After minor revisions it will go to air in NE Gwinnett County, Athens, and Oconee county.

New Business:

We will coordinate recognizing the Monroe Museum and Monroe Walton Center for the Arts volunteers for their efforts with the Hometown Teams exhibit.

Announcements:

The next meeting will be December 14, 2017

The meeting was adjourned after a motion from Whit Holder and a second from Charles Sanders.



Council Meeting

AGENDA

January 16, 2018

Item:

December 14, 2017 Conventions and Visitors Bureau Minutes

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [12/14/17 CVB Minutes](#)

Monroe Convention and Visitors Bureau Authority
Minutes of the meeting held Thursday, December 14, 2017 at 9:00 am
City Hall
215 N. Broad Street, Monroe GA 30655

Members Present:

Lisa Anderson, Chairman
Mike Gray
Whit Holder
Wesley Sisk
Charles Sanders
George Baker III

City Staff:

Sadie Krawczyk
Leigh Ann Walker
Logan Propes

Excused Absence: Lee Malcom

The meeting was called to order at 8:40 am by Chairman Lisa Reynolds.

The minutes of the November meeting were approved with a motion from Mike Gray and a second by Charles Sanders.

The November Financials were approved after a motion from Mike Gray and a second by Wesley Sisk.

Chairman's Report:

None.

Executive Directors Report:

None.

Old Business:

The Local Crowd Pilot community - continuing to work on preparing local campaign components and line up champions prior to launch

Downtown Registry - have communicated to all shops about the registry, but not the general public yet

New Business:

2018 Budget Discussion - year to date profit and loss was reviewed to inform budgeting decisions in January

Bicentennial Year Celebration - 2018 will be the 200th anniversary of Walton County; many county-wide events will be planned; www.walton200.com is website with more details

Announcements:

The next meeting will be January 11, 2018

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



Council Meeting

AGENDA

January 16, 2018

Item:

Civil Air Patrol Lease Agreement - Renewal of agreement. (Recommended for Council approval by Airport Committee January 9, 2018)

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [Civil Air Patrol Lease Info](#)



To: Airport Committee, City Council
From: Chris Bailey, Central Services Manager
Department: Airport
Date: 01/02/18
Description: A request is being made for the approval of allowing the lease with the Civil Air Patrol to continue for a period of one (1) year at the Community Building. The City of Monroe has provided the facility for use over the previous two (2) years at the request of the Civil Air Patrol.

Budget Account/Project Name: N/A

Funding Source: N/A

Budget Allocation: N/A

Budget Available: N/A

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

Recommendation:

Staff recommends the approval of allowing the lease with the Civil Air Patrol to continue for a period of one (1) year at the Community Building.

Background:

It is the practice of the City of Monroe to continually support the efforts of the Civil Air Patrol to train and conduct meetings pursuant the overall mission of the Civil Air Patrol as a non-profit organization, and part of the United States Air Force.

Attachment(s):

N/A



Council Meeting

AGENDA

January 16, 2018

Item:

Approval - Alcovy River / Highway 138 Sewer Extension Project - Hofstadter & Associates to bid the project. (Recommended for Council approval by Utilities Committee January 9, 2018)

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [Sewer Extension Project Info](#)



To: City Council, Utility Committee
From: Logan Propes, City Administrator, Rodney Middlebrooks, WSG Director
Department: Water, Sewer. Gas
Date: 1/5/2018
Description: Alcovy River/Hwy 138 Sewer extension project

Budget Account/Project Name: 2018 CIP

Funding Source: FY 2018 CIP Budget Expense, Utility Capital

Budget Allocation: \$2,687,223
Budget Available: \$3,000,000
Requested Expense: \$2,687,223 **Company of Purchase:** TBD

Recommendation:

Staff recommends the APPROVAL of bidding the Alcovy/138 Sewer extension project through engineers, Hofstadter & Associates.

Background:

As part of our development agreement with Reliant homes that was previously approved and later ratified by all parties, Reliant will install a pump station at their proposed development off of Michael Etchison Rd. From there the City will need to connect a new gravity sewer line which will also serve the highway 138 corridor for major economic development potential. This is shown in two segments.

Engineers have designed the system and estimated the total project costs to be \$2,687,223.37. This is figure subject to change by the time actual bids are received. Funding is to come from Utility Capital Improvement Funds. There is almost certain to be a great return on investment once the area develops commercially and residentially as many development prospects have inquired about having sewer access in this area.

Attachment(s):

Alcovy Sewer Phase II gravity estimate
Alcovy Sewer Phase II Division II gravity estimate
Sewer Improvements Area Map



Item	Qty.	Unit	Description	Unit Price	Total Price
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Section 1000 - Gravity Sewer Line

1005	6.20	AC	Clearing and Grubbing	\$ 5,250.00	\$ 32,541.32
1010	1,350	LF	18" Gravity 3-6'	\$ 100.00	\$ 135,000.00
1015	1,350	LF	18" Gravity 6-9'	\$ 105.00	\$ 141,750.00
1020	1,350	LF	18" Gravity 9-12'	\$ 110.00	\$ 148,500.00
1025	1,350	LF	18" Gravity 12-15'	\$ 115.00	\$ 155,250.00
1030	1,350	LF	18" Gravity 15-18'	\$ 120.00	\$ 162,000.00
1035	300	LF	18" Gravity 0-3' DIP	\$ 145.00	\$ 43,500.00
1040	120	LF	Jack and Bore w/ 24" Steel Casing	\$ 425.00	\$ 51,000.00
1045	650	LF	Below Grade Stream Crossing or Piers	\$ 315.00	\$ 204,750.00
1050	27	EA	Manhole Ring and Cover	\$ 650.00	\$ 17,550.00
1055	297	VF	4' Pre-Cast Manholes	\$ 350.00	\$ 103,950.00
1060	0	SY	Class "A" Removal and Replacement	\$ 75.00	\$ -

Total Construction - Section 1000 \$ **1,195,791.32**

Section 3000 - Erosion Control and Permitting Measures

3005	625	CY	Gravel for Trench Stabilization	\$ 65.00	\$ 40,625.00
3010	6,750	LF	Silt Fence, TP C	\$ 4.00	\$ 27,000.00
3015	15,000	SY	Temp Grass	\$ 0.30	\$ 4,500.00
3020	6.20	AC	Turf Establishment	\$ 3,000.00	\$ 18,595.04
3025	8	EA	Check Dams	\$ 450.00	\$ 3,600.00
3030	1	EA	Construction Exit	\$ 3,000.00	\$ 3,000.00
3035	1	LS	As-Builts	\$ 5,000.00	\$ 5,000.00
3040	6.20	AC	NPDES Stormwater Permit Fee	\$ 40.00	\$ 247.93

Total Construction - Section 3000 \$ **102,567.98**

Section 4000 - Trench Rock Removal

4005	5,850	CY	Trench Rock Removal	\$ 65.00	\$ 380,250.00
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Total Construction - Section 4000 \$ **380,250.00**

Total Construction Cost \$ **1,678,609.30**

Engineering Fee (7%)				\$	117,502.65
Construction Observation (3%)				\$	50,358.28
Easement Acquisition (@ \$4000 / AC)				\$	-
8	Mon	NPDES Stormwater Monitoring	(\$1,000/Mon)	\$	8,000.00
Erosion Sedimentation & Pollution Control Plans				\$	3,500.00
Pre-Construction Geotechnical Testing - Not Hofstadter, We will get bid this out				\$	10,000.00
Contingencies (10%)				\$	167,860.93

Total Project Cost \$ **2,035,831.16**

Item	Qty.	Unit	Description	Unit Price	Total Price
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Section 1000 - Gravity Sewer Line

1005	2.76	AC	Clearing and Grubbing	\$ 1,200.00	\$ 3,314.60
1010	1,071	LF	10" Gravity 3-6'	\$ 70.00	\$ 75,000.00
1015	1,071	LF	10" Gravity 6-9'	\$ 75.00	\$ 80,357.14
1020	1,071	LF	10" Gravity 9-12'	\$ 80.00	\$ 85,714.29
1025	1,071	LF	10" Gravity 12-15'	\$ 85.00	\$ 91,071.43
1035	300	LF	10" Gravity 0-3' DIP	\$ 90.00	\$ 27,000.00
1040	0	LF	Jack and Bore w/ 18" Steel Casing	\$ 350.00	\$ -
1045	0	LF	Below Grade Stream Crossing or Piers	\$ 250.00	\$ -
1050	12	EA	Manhole Ring and Cover	\$ 650.00	\$ 7,820.80
1055	120	VF	4' Pre-Cast Manholes	\$ 350.00	\$ 42,112.00
1060	0	SY	Class "A" Removal and Replacement	\$ 75.00	\$ -

Total Construction - Section 1000 \$ **412,390.26**

Section 3000 - Erosion Control and Permitting Measures

3005	279	CY	Gravel for Trench Stabilization	\$ 65.00	\$ 18,103.70
3010	3,008	LF	Silt Fence, TP C	\$ 4.00	\$ 12,032.00
3015	8,356	SY	Temp Grass	\$ 0.30	\$ 2,506.67
3020	2.76	AC	Turf Establishment	\$ 3,000.00	\$ 8,286.50
3025	3	EA	Check Dams	\$ 450.00	\$ 1,350.00
3030	1	EA	Construction Exit	\$ 3,000.00	\$ 3,000.00
3035	1	LS	As-Builts	\$ 1,500.00	\$ 1,500.00
3040	2.76	AC	NPDES Stormwater Permit Fee	\$ 40.00	\$ 110.49

Total Construction - Section 3000 \$ **46,889.36**

Section 4000 - Trench Rock Removal

4005	1,003	CY	Trench Rock Removal	\$ 65.00	\$ 65,173.33
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Total Construction - Section 4000 \$ **65,173.33**

Total Construction Cost \$ **524,452.95**

Engineering Fee (7%)				\$	36,711.71
Construction Observation (3%)				\$	15,733.59
Easement Acquisition (@ \$4000 / AC)				\$	11,048.67
4	Mon	NPDES Stormwater Monitoring	(\$1,000/Mon)	\$	4,000.00
Erosion Sedimentation & Pollution Control Plans				\$	3,500.00
Pre-Construction Geotechnical Testing - Not Hofstadter, We will get bid this out				\$	3,500.00
Contingencies (10%)				\$	52,445.29

Total Project Cost \$ **651,392.21**

City of Monroe, GA
Alcovy Sewer Line Project
Phase II
Division I and II

Legend

- Phase II - Division II - 10" Gravity
- Phase II Gravity
- Reliant Pump Station



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HOFSTADTER & ASSOCIATES INC.
THE CITY OF Monroe Since 1821



Council Meeting

AGENDA

January 16, 2018

Item:

Approval - Out of State Training - To allow two employees to attend the Southeast Meter School & Conference in Auburn, Alabama, March 19 - 22, 2018. (Recommended for Council approval by Utilities Committee January 9, 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 Training Info](#)



To: City Council, Committee, City Administrator
From: Brian Thompson
Department: Electric
Date: 1/9/2018
Description: Out of State Training on March 19th through 22nd for two meter specialist. Our two meter specialist would be traveling to the Southeast Meter School held at Auburn University.

Budget Account/Project Name:

Funding Source: Electric Training

Budget Allocation: \$15,000.00

Budget Available: \$15,000.00

Requested Expense: \$2,410.00

Company of Purchase: Multiple

Recommendation:

Staff recommends the APPROVAL of this request based on the information provided for the training of these two employees

Background:

The Electric Department has two Meter Specialist that perform the installation and testing of all the commercial meters. The Southeast Meter School will provide up to date training for these employees to accurately and safely perform their job.

Attachment(s):

Request – 1 page

Quotation –

[HOME](#)[PROGRAMS](#)[APPARATUS SCHOOL](#)[METER SCHOOL](#)[CONTACT US](#)

Southeastern Meter School & Conference

March 19 – 22, 2018
The Hotel at Auburn University
Auburn, Alabama

[CLICK HERE TO REGISTER ONLINE TODAY!](#)

General Information

The Southeastern Meter School and Conference will be held at the Hotel at Auburn University in Auburn, Alabama. The school is sponsored by the **Southeastern Meter Technical Association**. It is held in cooperation with Utility Technology Association.

The school provides a forum for electric utility meter personnel to discuss metering practices, procedures, new technologies, and common problems with peers and representatives from industry. The school is open to anyone interested and involved in these areas. The modules are tailored to instruct utility professionals at all levels of experience.

Vendors from all over the country will be present, displaying and demonstrating the latest in technology for the metering and electrical industry. Take advantage of meeting one on one with the industry experts.

The conference is divided into five modules:

- **Module 100 Introductory Metering**
Module providing instruction in basic metering theory and application. This module will include topics of single and polyphase theory, instrument transformers, meter sockets, and meter form numbers.
- **Module 200 Advanced Metering**
Module on intermediate metering theory and polyphase meter installations. Topics include polyphase applications, reactive metering, troubleshooting with phasors, and pulse metering.
- **Module 300 Hands on Meter Testing and Safety**
Module providing both lecture and laboratory experiences on all aspects of meter testing. Session will include hands on experience in testing everything from simple single phase, polyphase and demand to multifunction meters.
- **Module 400 Smart Grid, AMI and Emerging Technology**
Module to learn about applications, trends and utilizing elements of Smart Grid, AMI and emerging technologies. Sessions will include AMI Technology, Data Analytics, Metering Renewable Energy, Meter Data Management along with many other classes.
- **Module 500 Meter Programming**
Module providing hands on of programming meters from the metering manufacturers. Classes to gain a better understanding of the personal computer and using it for your metering applications.

Both classroom and hands on experience opportunities are included. The courses are designed for participants to select topics they require or have an interest in.

Professional Development Hours

The Southeastern Distribution Apparatus School and Conference will award **18 professional development hours** to participants attending the entire school.

Exhibit Hall

The Exhibit Hall will be open **Monday, March 19 through Wednesday, March 21**. All the suppliers you need to meet will be in one place to answer your questions and demonstrate their products.

Keynote Speaker

Tami Barron
CEO
Southern Telecom & Southern Linc

Conference Info

[General Information and Registration Form](#)
[Exhibitor Registration Information](#)
[Agenda & Class Information](#)
[Past Participants List](#)

Hotel Info

[The Hotel at Auburn University](#)
241 South College Street
Auburn, Alabama 36830
Phone: 800-228-2876

(Click on the Hotel Name for Group Rate)

Contact Info

Suzanne Powell 📧
770-519-1676
suzanne@utilitytech.org

Tom Ellis
772-633-6949
tom.ellis@electricsupplyinc.com

Planning Committee

Chip Kanour, *Utility Specialists, Inc.*
David Ramsey, *Cobb EMC*
Freddy Morgan, *Marietta Power*
Geri Turner, *Tri-State Utility Products, Inc.*
Jeremy Morgan, *Fairhope Utilities*
John Winch, *Cobb EMC*
Ken Waddleton, *Snapping Shoals EMC*
Mark Wellden, *Georgia Power Company*
Michael Longmire, *Humboldt Utilities*
Mike Chirico, *South Alabama EC*
Nathan Madison, Jr., *South Alabama EC*
Randall Black, *Habersham EMC*
Rhonda Reis, *Independent*
Scott Shipes, *Pea River Electric Cooperative*
Tom Ellis, *Electric Supply, Inc.*
Tom Woods, *Marietta Power*
Trent Christian, *Georgia Power Company*
Suzanne Powell, *Utility Technology Assn*

Day Participant Program

This provides an opportunity for management (general managers, purchasing agents, operation managers, engineers, etc.) to **attend one day for a reduced charge**. Come on any day and attend a few classes, then enjoy an evening of hospitality in the exhibit hall.

Location

The [Hotel at Auburn University and Dixon Conference Center](#) is centrally located three miles from Interstate 85. The Hotel at Auburn University is situated in a charming university campus environment within easy walking distance to many shops and restaurants in the quaint, historical downtown Auburn, Alabama.

Find out more about the hotel at www.auhcc.com.

[REGISTER ONLINE TODAY!](#)

Southeastern Meter Technical Association

The Southeastern Meter Technical Association is a 501c6 non-profit that subscribes to the art of metering electric energy and power, and to the purpose of keeping abreast of new developments and techniques in the practice of this technology, and the sponsorship of educational programs and training for electric meter personnel.



Council Meeting

AGENDA

January 16, 2018

Item:

Walton County Bicentennial Celebration Day Proclamation

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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 [Proclamation](#)

PROCLAMATION

Walton County Bicentennial Celebration Day

WHEREAS, Walton County was created on December 15, 1818, by the Lottery Act of 1818, and is named in honor of George Walton, a signer of the United States Declaration of Independence, Governor of Georgia, and United States Senator; and

WHEREAS, Walton County, located 45 miles east of Atlanta in Georgia's beautiful Piedmont region, is the state's 46th county; and

WHEREAS, Walton County is comprised of the cities of Between, Good Hope, Jersey, Loganville, Monroe, Social Circle, and Walnut Grove, and the unincorporated communities of Bold Springs, Campton, Gratis, Mt. Vernon, Pannell, Windsor, and Youth; and

WHEREAS, the government of Walton County and its citizens will honor the rich history and bright future of this great County in a year-long celebration with planned events including a Tree Planting Ceremony, Interfaith Church Service and Dinner, 4th of July Freedom Celebration, and Veterans Celebration and Grand Opening of Veterans Park; and

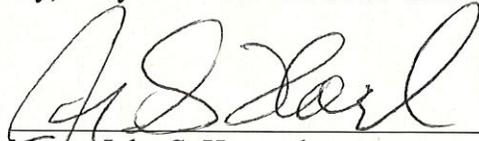
WHEREAS, Walton County's year-long bicentennial celebration will culminate with a 200th Jubilee Celebration and Christmas Open House at the Historic Walton County Courthouse in the county seat of Monroe on December 15, 2018; and

WHEREAS, the community of Walton County embarks on this year of honoring and celebrating the past, as well as looking forward to the future and lighting the way for its young people, with a Bicentennial Kick-Off Celebration on January 30, 2018;

NOW, THEREFORE, BE IT RESOLVED, that the **CITY OF MONROE** does hereby proclaim Tuesday, January 30, 2018, as **WALTON COUNTY BICENTENNIAL CELEBRATION DAY** in Walton County, Georgia.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Monroe to be affixed this 16th day of January, the year of our Lord two thousand and eighteen.





Mayor John S. Howard
City of Monroe, Georgia



Council Meeting

AGENDA

January 16, 2018

Item:

NextSite Retail Marketing Contract

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [NextSite Info](#)



To: City Council, City Administrator
From: Sadie Krawczyk, ED Specialist
Department: Administration
Date: 1/1/2018
Description: Approval is being sought for a 3-year contract with NextSite for research, marketing & consulting services in the development and implementation of a retail recruitment strategy.

Budget Account/Project Name: 520-526-0400-00523-523310 – Marketing

Funding Source: FY 2018 Budget Expense

Budget Allocation: \$40,000.00

Budget Available: \$40,000.00

Requested Expense: \$23,000.00

Company of Purchase: NextSite

Recommendation:

Staff recommends the APPROVAL of the three-year contract with NextSite in the amount of \$23,000 for the first year of service.

Background:

Staff recommends the hiring of NextSite to develop a marketing strategy and the implementation of a retail recruitment plan based on market research and the desired direction of growth articulated by elected officials and staff. NextSite will represent the interests of the City of Monroe to potential retailers.

Due to the availability of land along commercial corridors and the projected population growth, professional assistance in attracting new businesses is needed at this time. This effort will help us play an active role in our commercial development by pursuing desired retailers and actively marketing available land within the city. The increase in jobs, addition of utility usage, and the increased property value of new commercial development will benefit the city and its citizens.

Attachment(s):

NextSite Proposal (21 pages)

NextSite Agreement (14 pages)

NextSite



MONROE, GA

RETAIL RESEARCH, MARKETING & RECRUITMENT OVERVIEW

PREPARED BY: CHARLES BRANCH
VP OF BUSINESS DEVELOPMENT
880 MONTCLAIR ROAD SUITE 525
BIRMINGHAM, AL 35213
205.218.9578
charles@NextSite.net

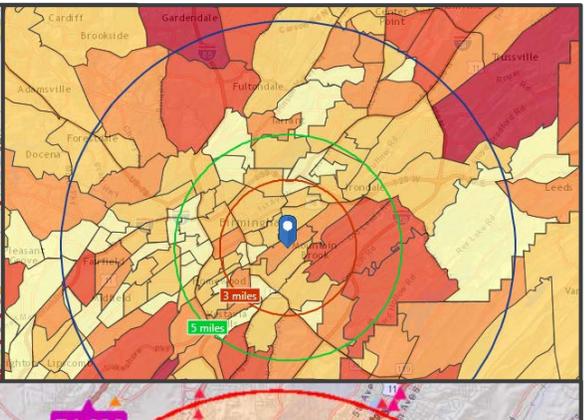
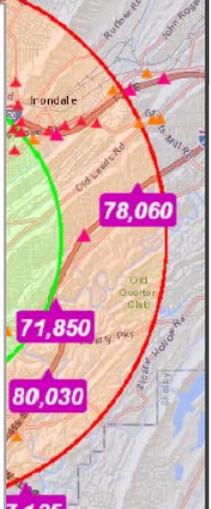
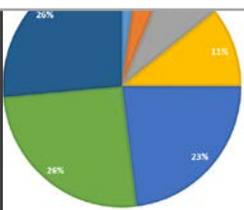
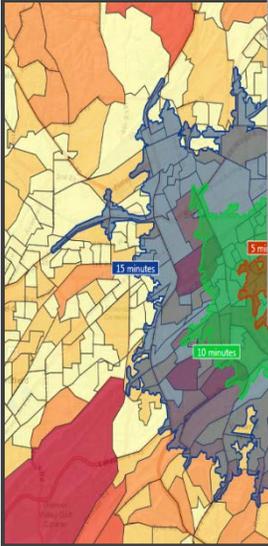


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City	State	Popul. (2010)
Fort Dodge	IA	\$25,
Ottumwa	IA	\$25,
Trotwood	OH	\$24,
Grandview	MO	\$24,
Blue Island	IL	\$23,
Romulus	MI	\$23,
Maple Heights	OH	\$23,



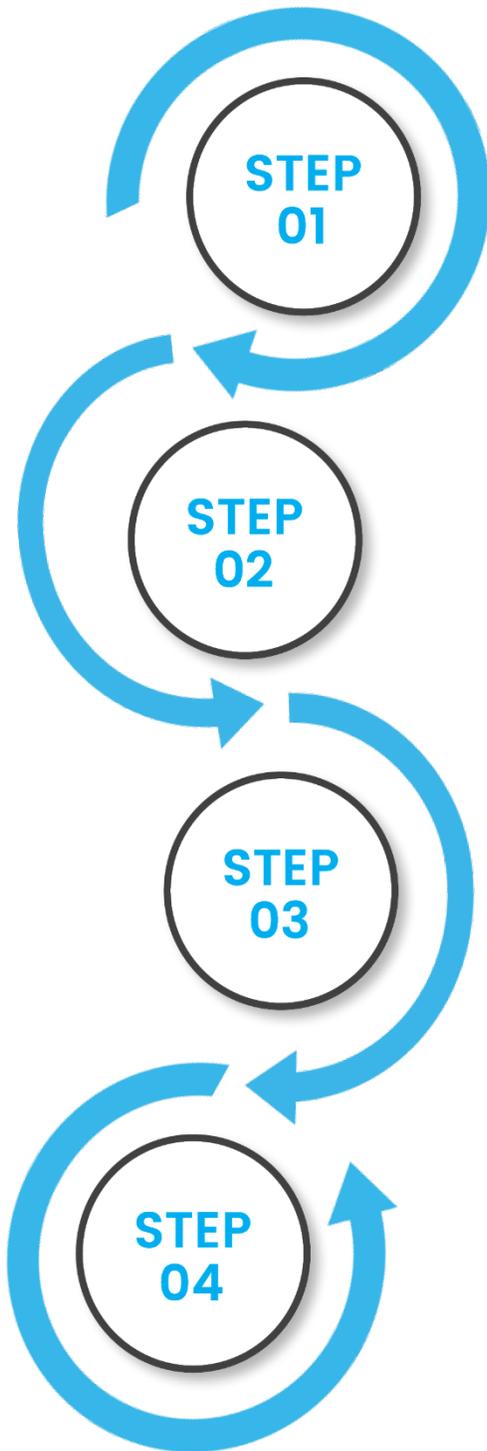
TAPESTRY SEGMENTATION
www.tapestry.com

12.1% of Households within a 10 Mile Radius

WHO ARE WE?
Single Young Professionals is a large market, primarily located in urban outskirts of large metropolitan areas. These communities are home to young, educated, working professionals.



The NextSite Process



RESEARCH
NextSite leverages our customized and unique-to-market research focus to identify the decision critical data that will most likely influence the site location decisions of retailers, developers and tenant reps.

RETAILER TARGETS
Through NextSite’s extensive analysis, demographic profiling, parameter matching, and retailer site selection experience, we will identify new retail & restaurant opportunities for your market.

ROBUST MARKETING
NextSite will proactively market and position the identified retail & restaurant opportunities within each community to our national network of developer and tenant rep relationships.

RESULTS
New Retail.
New Restaurants.
New Jobs.
Affecting Positive Change In Each Community.

qualifications

NextSite leverages the talents of our team and strategic partners to provide the most robust research, market analytics, commercial development analysis and retail recruitment services to affect positive change in our client communities.

Chuck Branch, Managing Partner of NextSite, has worked with over 1,000 Cities, Economic Development, Workforce Development and Chamber Organizations across the U.S. since 1999; assisting their efforts to proactively recruit commercial development across a broad spectrum of projects. He has also assisted numerous retailers, restaurants, tenant reps, commercial developers and retail brokers over the past 18 years with industry leading market analysis, decision critical research, site selection services and incentives consulting.

Doug Neil is a Member of NextSite and VP of Business Development with Daniel Community Advisors, a NextSite strategic partner focused on business development, marketing and community relations. His professional experience includes strategic consulting and incentive negotiation, economic and community development, international banking and corporate finance. Doug's commercial development experience includes mixed-use, retail, multi-family, senior housing and incentives consulting.

Our Retail Development and Tenant Rep relationships have completed hundreds of single and multi-tenant developments across the U.S. These relationships allow NextSite to leverage the real-world development/redevelopment experience of commercial real estate executives who have been directly involved in successful projects in communities of all sizes.

Once we are engaged – the research, market analysis and strategic planning process begins immediately. We also have a database of developers and tenant reps who have asked to be identified immediately when we are engaged by new clients.

The key to success is connecting the appropriate decision makers involved in commercial real estate development with the opportunities in each community.

the NextSite team



Chuck Branch is the Managing Member of NextSite. He is also Managing Partner of Decision Data Resources, a web-based GIS software subscription service. Chuck was a co-founder and Partner of Retail Strategies from 2011 to June 2015 when he sold his interest to the remaining partners of the firm. Chuck has spent the past 18 years providing research and marketing services to the public sector, commercial developers, and commercial real estate firms. His background includes research, consulting, project management and product implementation. He is a graduate of the University of Alabama with a Bachelor of Science degree in Accounting and double minor in Marketing and English Literature.

Doug Neil is a Member of NextSite and also VP of Business Development with Daniel Community Advisors, focused on business development, marketing and community relations. His professional experience includes strategic consulting and incentive negotiation, economic and community development, international banking and corporate finance. He holds a Master's degree in International Business Studies from the University of South Carolina and a Bachelor of Arts degree in Economics from Davidson College.



Charles Branch is the Vice President of Business Development for NextSite. Prior to joining NextSite, Charles was a Director of Business Development at Retail Strategies where he worked with municipal clients assisting their retail market analysis and recruiting efforts. His focus was customized retail market research, developing retail strategic plans and identifying retail recruitment and development opportunities.



Peter Saab does Business Development/Client Management for NextSite. Prior to joining NextSite, Peter was a Marketing and Leasing Specialist at Chance Partners, LLC where he developed and participated in all property marketing efforts. His previous experience allows him to work with municipal clients in assisting their retail market analysis and recruiting efforts.

Peter graduated from the University of Alabama with a bachelor's degree in Business Management with a specialization in Services. He is fluent in Spanish. He is a member of the International Council of Shopping Centers.

Tyler Day is the Research Coordinator for NextSite. He previously worked for the Oglethorpe County (GA) Board of Commissioners in a GIS data collection and maintenance capacity. He also performed GIS research and data collection for the University of Georgia. Tyler has extensive experience with geographic information systems and economic development concepts.

Tyler is a graduate of the University of Georgia and holds a Bachelor of Science in Geography and a GIS Certificate. He is a member of the International Council of Shopping Centers.



Katy Galloway is the Director of Business & Location Intelligence for NextSite. She previously worked for Arby's Restaurant Group on the real estate and development team where she analyzed areas for expanding company growth. Katy specializes in GIS mapping, market development plans, site selection packages, client communications and team operations.

Katy is a graduate of Auburn University with a Bachelor of Arts degree in Geography. She is a member of the International Council of Shopping Centers.



Ashton Cushing is the Director of Marketing for NextSite. Ashton brings a strong perspective and ability to create an individual and unique voice for NextSite and our clients through her experience in digital media, including marketing and advanced social media initiatives. Ashton also specializes in GIS mapping, advanced market research, market development plans, project coordination, conference & event management, client communication and team operations.

Ashton is a graduate of the University of Alabama with a Bachelor of Communication and Information Science degree in Public Relations and also holds a minor in Business. She is a member of the International Council of Shopping Centers.

Brucie Mancuso is the Marketing & Research Assistant for NextSite. Complimenting traditional marketing and research methods, Brucie will work to raise the visibility of our company and services to prospective clients, providing us with a greater presence in a wider market.

Brucie joins NextSite after her internship with Lewis Communications. She is a graduate of the University of Alabama with a Bachelor of Science in Commerce and Business Administration degree in Marketing. She is a member of the International Council of Shopping Centers.



Shelley Shores is the Vice President of Client Communications for NextSite. Prior to joining NextSite, Shelley was a Sales Executive with Xceligent, Inc. where she was responsible for sales, service and training for both the Birmingham and Huntsville markets. She worked extensively with local brokers, developers, investors, appraisers and municipalities. Prior to joining Xceligent, Shelley spent ten years in economic development with both the Birmingham Metropolitan Development Board and the Birmingham Business Alliance.

Shelley is a graduate of the University of Alabama with a bachelor's degree in finance. She currently serves on the NAIOP Alabama Board of Directors.



Andy Camp is the Vice President of Business Development for NextSite. Prior to joining the NextSite team, Andy served as an economic development officer for Carrol County, GA and the City of LaGrange, Troup County, GA. He spent 14 years in the construction and development industries prior to entering economic development. His previous construction experience includes two hospitals, multiple data centers, and academic buildings for universities. For developers, he consulted on numerous industrial, commercial and residential land developments including two LEED certified projects.

Andy is a graduate of the McWhorter School of Building Science at Auburn University. He is also a graduate of Leadership Georgia Class of 2015, a professional land surveyor in three states, a LEED AP and a member of the International Council of Shopping Centers.

Research. Marketing. Recruitment.

DEMOGRAPHICS

Population Trends & Growth
 Household Trends & Growth
 Income Trends & Growth
 Employees & Establishments
 Consumer Expenditures
 Consumer Profiles
 Consumer Segmentation
 Race & Ethnicity
 Crime Statistics
 Weather & Environmental

ADVANCED RESEARCH

Community Peer Analysis
 Retailer Peer Analysis
 Retail GAP/Leakage Analysis
 Site Selection Analysis
 Retail Tenant Match
 Mobile Data Analysis

MAPPING

Market Overview Aerials
 Large Format Aerials
 Site Specific Aerials
 Thematic Maps
 School & Major Employers Maps
 Site Comparison Maps
 Retailer Competition Maps
 Market Optimization Maps

MARKETING

Retail Marketing Brochures
 Property Flyers
 Retailer Site Selection Packages
 Social Media Marketing

RETAIL CONSULTING

Retailer Target List
 Focus Properties Analysis
 Retail Tenant Directory
 Retail Networking
 Conference Representation

INCENTIVES CONSULTING

Leveraging our community real estate relationships throughout the US, we provide comprehensive retail consulting solutions to communities and developers.

UberMedia

Retail



nielsen

United States
Census
 Bureau



research

NextSite research solutions are customized versus the industry standard pre-formatted radius or drive-time areas. Each city, community or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, competition, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the decision critical data that will most likely influence the site location decisions by retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps and customized research reports by retail sector. NextSite primary data resources include:

CENSUS, AGS, CLARITAS & POPSTATS DEMOGRAPHICS

By incorporating demographic data from multiple sources, DDR is able to better understand the population, income and retail spending shifts taking place in the current economic environment. Our data also provides historical perspective and projected growth opportunities.

BUSINESS LOCATION DATA

This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics. Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRight™, D&B's Quality Process which gives you the insight you need to identify and target prospect.

CONSUMER SPENDING

This data includes 18 reports and over 1,000 variables that collectively cover approximately 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, Consumer Spending provides reliable estimates of market demand and average household expenditures.

RETAIL POTENTIAL

This new tabulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types.

SEGMENTATION PROFILES

Classifies U.S. neighborhoods into market segments based on socioeconomic and demographic factors, then consolidates them into LifeMode and Urbanization Groups.

CONSUMER BEHAVIOR & ATTITUDES

The consumer behavior database consists of approximately 1800 indexes of product consumption, lifestyle preferences, product ownership and attitudes. The database is derived from an analysis of the MRI surveys using MOSAIC and offers insight into the consumption patterns and preferences of consumers.

MOBILE DATA ANALYSIS

Accurate Mobile Data for Retail Site Selection. See where customers are coming from to a location using real data to optimize your trade area, analyze business locations, create cannibalization forecasts and make retail site selections.

UberMedia
Retail

analysis

RETAIL GAP/LEAKAGE SUMMARY

One of the most critical components of any retail research/consulting engagement is accurate retail leakage analysis – measuring household spending by category that is leaving the designated trade area to purchase goods and services. Capturing this leakage through development and redevelopment broadens the tenant mix, creates jobs and leads to additional retail sales tax revenue.

COMMUNITY PEER ANALYSIS

Developers and retailers are always looking for opportunities in cities/trade areas that are similar to previous projects they have completed. We have developed a software solution that allows us to quickly identify similar geographies (peers) based on a set of demographic, consumer spending and population segmentation variables – allowing us to match potential developments and new retail based on existing locations.

FOCUS PROPERTIES

The NextSite team will work with your organization, local property owners and active commercial brokers in your market to determine the appropriate Focus Properties to position as opportunities to developers, tenant reps and retailers. Once we've identified these opportunities, we will upload them to OppSites.com on your behalf.

OppSites

OppSites is the only online marketplace showcasing public and privately owned properties that cities want to see developed or redeveloped. NextSite works with our public sector clients to identify focus properties and then post your public and privately owned sites, even if those sites are not listed for sale. Those sites are showcased on a searchable, web-based platform, and can be marketed to a national audience of developers.

RETAILER TARGET LIST

The NextSite team, leveraging our experience, resources and contacts throughout the U.S., will build a retailer target list to zero in on those retailers most likely to consider your city/retail trade area for future expansion. We will also match the retailers in this list to developers that have done single and multi-tenant projects with these concepts.

AERIAL MAPS OF CURRENT RETAILERS

Our mapping software solutions create aerials by city, retail trade area or development/redevelopment zones including locations of current regional and national retailers. These aerial maps become key components of the Retail Marketing Brochure.

RESEARCH – ON DEMAND

All NextSite clients can contact us to request market analysis reports for specific sites or retail concept.

RETAIL MARKETING BROCHURE

Highlights the Focus Properties in your city, key demographic statistics and includes an 11x17 aerial overview of the current retail landscape in the trade area.

proactivemarketing

ROBUST MARKETING

NextSite proactively markets and positions newly identified retail and restaurant opportunities within your community to our national network of developer and tenant rep relationships.

CONFERENCE REPRESENTATION

NextSite will also market your community and focus properties at the regional and national ICSC conferences throughout the year. Our marketing efforts will include one-on-one and portfolio review meetings with retailers, developers and tenant reps.

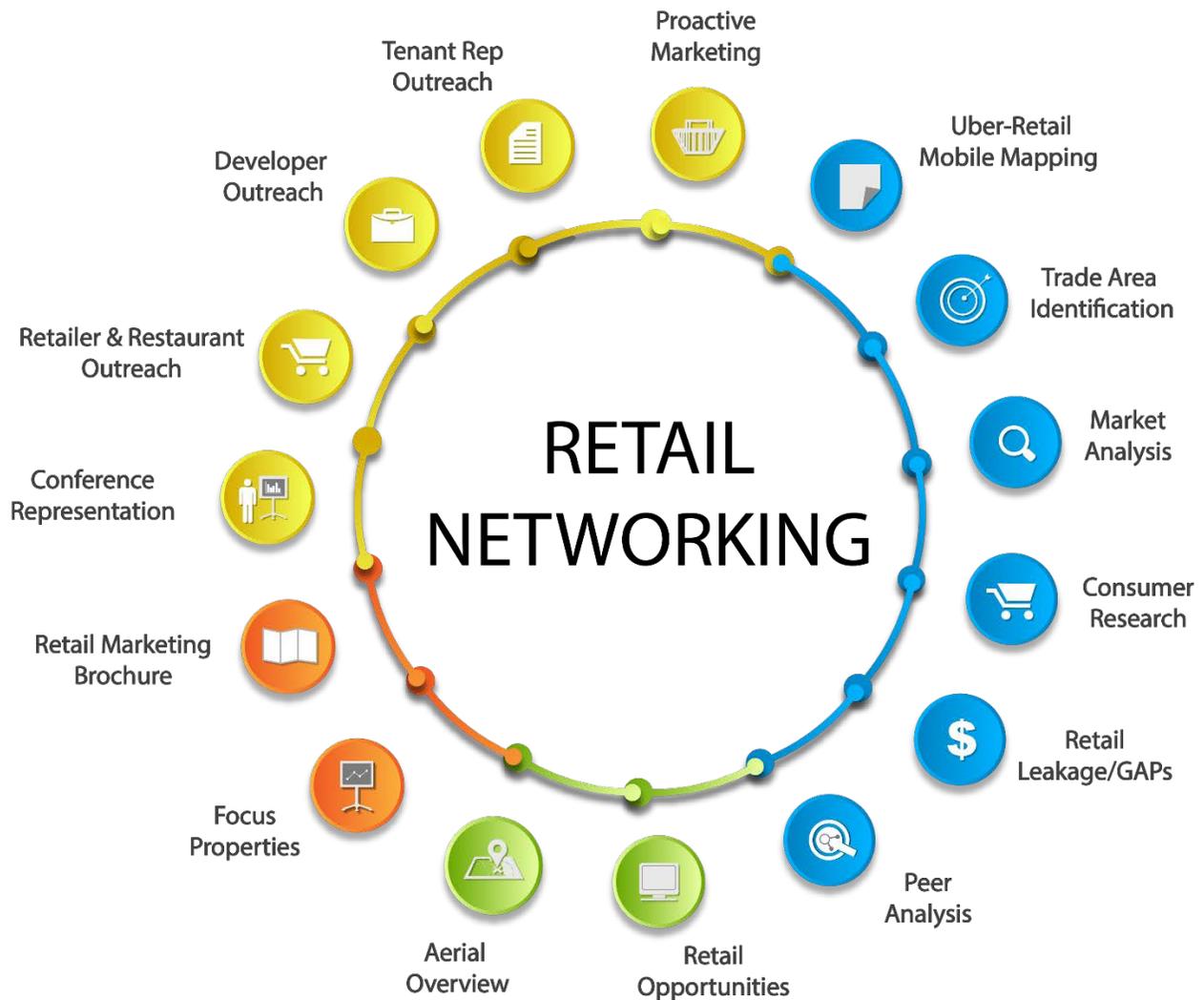
PUBLIC/PRIVATE PARTNERSHIPS – INCENTIVES CONSULTING SERVICES

NextSite has partnered with several industry experts to provide incentives consulting services to public sector organizations. It is critical for community leaders to understand the validity of these requests by leveraging the knowledge of these experts through quantitative analysis of the project pro forma, measuring the impact on existing retail sales (cannibalization) and calculating the potential for increased retail sales tax revenue to the city and the economic impact on city finances.

Incentive Fees Negotiated Per Project



The NextSite Solution



3 Year Customized Consulting Engagement
Pricing Per Year
\$23,000

Retail Networking

Retail Networking is our most complete community consulting service. We market the opportunities in your community to our network of developers, tenant reps and retailers through social media, email marketing, partner solutions and ICSC conferences across the U.S.

Retail Networking for each Community includes the following:



Conduct Initial Market Analysis

NextSite assessment will include, but will not be limited to, the following:

*Note: All of NextSite research and market analysis can and should be used to support your existing retailers. It also provides an excellent resource to support entrepreneurial efforts and organically grow new retail businesses throughout the community.



Uber-Retail
Mobile Mapping

Identify the Appropriate Retail Trade Corridors/Areas

NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities, through our onsite market visits and confirm these trade areas using our **Uber-Retail Mobile Mapping data**.



Retail
Leakage/GAPs

Perform Market & Retail GAP/Leakage Analysis

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household-level consumer expenditure reviews, consumer profiles and buying habits and, our newest research tool – mobile mapping data to understand consumer travel patterns and confirm trade areas. Our Custom Demographic Research includes Historical, Current and Projected Demographics from multiple sources.



Peer
Analysis

Conduct Retail Peer Identification & Analysis

Retailers have a tendency to locate in similar communities and/or trade areas. By identifying communities similar to Monroe from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.



Consumer
Research

Consumer Attitude & Behavior Analysis

Our detailed consumer attitude and behavior data allows us to drill down to the consumer level and understand their preferences and likelihood to purchase products and services. Local retail businesses can use this data to better understand the product and service mix needed to grow their company and capture spending that may be leaving the immediate trade area.



Market
Analysis

Lifestyles – Psychographic Profiles of Trade Area/Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through this data, we are able to review segmentation groups and match the consumer profile of Monroe shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.



Consumer
Research

Thematic Mapping & Aerial Imagery by Trade Area

Data visualization allows retailers to identify and target areas for expansion/relocation and the consumers that match their customer profile.



Retail
Opportunities

Retail Opportunities

We use multiple databases to identify retailers and restaurants looking to expand their operations. These concepts when matched to the market/peer analysis, retail leakage and the existing retail landscape form the bases for our Retail Target List.



Aerial Overview



Focus Properties

Major Retail Competition Aerial

Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/redevelopment. We extend this analysis to understand the retailer mix in competitor communities.





Retail Marketing Brochure



Retailer Targets

Identification of Retail Prospects to be Targeted for Recruitment

Provide Identification and Recommendation of Retail Targets – NextSite will develop a Retail Target List consisting of new to market retail/restaurants that fit the Monroe profile as well as the profile of targeted consumers. This list of retailer and restaurant targets is based on the initial research and analysis done for the City of Monroe and the identified trade areas. The Retail Target List is continuously updated as we determine interest levels through our conversations with developers and tenant rep firms.

Develop Marketing Materials

NextSite develops marketing materials on the client’s behalf to market the community and site opportunities to retailers, developers and tenant reps.

Retail GAP Summary Trade Area 20 Mile Radius

- General Merchandise/ Department Stores: \$40 Million
- Home Centers: \$19 Million
- Grocery: \$19 Million
- Convenience Stores: \$14 Million
- Specialty Food Stores: \$11 Million
- Outdoor Power Equipment: \$8 Million
- Cosmetics/ Beauty Supplies: \$8 Million
- Health/ Personal Care: \$7 Million
- Household Appliances: \$6 Million
- Floras: \$2 Million
- Office Supplies: \$1 Million

Major Employers by No. of Employees

City of Gwinnet	209
Mississippi Gulf Coast Community College	190
Lowe's	130
Bienville Orthopedic Specialists	90
Singing River Electric Power Association	78
Coca Cola Bottling Co. Consolidated	68
Mallie Brothers Construction, Inc.	59
Air Masters Mechanical, Inc.	55
Bell's Department Store	54
Singing River Services	50

Focus Properties

- 3300 Block, S McKenzie St: 76 Acres, Beck Partners, 850.477.7044
- Hwy 59 & 9th Ave: 12 Acres, Joe Everson, 251.943.1851
- County Road 20: 145 Acres, PJ Howard, 251.259.7135
- Hwy 59 & 7th Pl: 12 Acres, Burton Property, 251.341.5777
- 2750 McKenzie St: 2.54 Acres, RE/MAX of Gulf Shores, 251.948.2400
- 2001 S McKenzie St: 6.8+ Acres, David Blanchard, 251.605.1998

Demographics/Location

Regional Retail Trade Area

	5 Min Drive Time	10 Min Drive Time	15 Min Drive Time	5 Mile Radius	10 Mile Radius	15 Mile Radius
2016 Population	37,284	9,371	11,443	14,596	21,060	26,139
Total # of Employees	11,983	5,002	5,511	6,003	12,172	13,803
Median HH Income	\$37,078	\$37,949	\$38,148	\$39,013	\$32,890	\$35,978
Average HH Income	\$49,648	\$50,811	\$50,734	\$51,636	\$49,990	\$51,567

Historical Notes:

- Mississippi Gulf Coast Community College, which has its Jordan County home in Gwinnet, is on the list of Forest-Crowling Community Colleges in Armenia.
- The city's love of nature is epitomized by the one-of-a-kind "Nature's Playground," a water-themed sculpture located in Gwinnet's Town Center.
- The City of Gwinnet has the only Veterans Tribute Tower in Mississippi. Located on U.S. 90 in front of Gwinnet City Hall, the tower is dedicated to honoring the men and women of our armed services. It stands as a lasting tribute to honor past veterans, salute to present day veterans and inspiration for the future of all veterans.
- The Woodland Indians left their mark on Gwinnet in the form of a Crevoline Bayou Indian Mound, believed to be used for ceremonial and burial purposes. The rectangular mound, located on Barroca Drive, was built about 1,500 years ago.
- David Glasgow Farragut, the U.S. Navy's first admiral, spent his childhood on the west bank of the Piscomago River in Gwinnet. He's best known for the famous "Hull quiet!" "Down the torpedoes, hull speed ahead!"

NextSite | Dublin Georgia | Jeff Rozelle | jeff@nextsite.org | 251.971.1467



Conference
Representation



Proactive
Marketing



Tenant Rep
Outreach



Developer
Outreach



Retailer & Restaurant
Outreach

NextSite

Proactive Retail Recruitment

The most important service we provide is proactively recruiting **the developers and tenant reps** to leverage the identified target retailers/restaurants. Our team is also tasked with communicating and providing assistance to the local property owners and commercial real estate professionals in client communities while also keeping the primary community contacts updated on the progress of our recruitment efforts. Upon completion of the research phase of our engagement, the NextSite team will create an online account through our Basecamp platform, available to the appropriate contacts in your city to access all research, analysis and the strategic plan.

Portfolio Review

We have identified retailers and developers looking to aggressively expand their market presence regionally and nationally. We understand the parameters set by retailers when reviewing potential new locations. We have a roster of developers who are looking to replicate previous developments in similar communities across appropriate geographic regions. NextSite meets with these retailers and developers in a variety of settings - corporately, regionally, at ICSC functions or in their offices - to position opportunities across our engaged city portfolio down to the specific sites meeting their criteria. Extensive analysis and preparation prior to the Portfolio Review allow meetings to focus on deal making in addition to exchanging information. Retailers and developers have told us that this is the most productive use of their time, and their preferred way to discuss opportunities and negotiate deals.

Communication
with the Client

Communication
with Local
Property Owners,
Developers, and
Brokers

Updating and
Maintaining

The NextSite team will focus on proactively recruiting developers and tenant reps to the City of Monroe. This effort will include:

- Representation at ICSC Deal Making Conferences
- Outgoing phone calls to Tenant Rep firms
- Outgoing phone calls to Retail Developers
- Portfolio Reviews with Tenant Reps and Developers
- ICSC Conference meetings with Tenant Rep firms and Developers
- Basecamp updates in real time as new information becomes available



NextSite will develop marketing materials to be used at ICSC Conferences. The research group will also be involved with responding to custom retail research requests related to our Monroe engagement.



The NextSite conference schedule for the next 12 months includes the following conferences:

RECon – Las Vegas
Southeastern Deal Making
Florida Deal Making
Texas Deal Making
Chicago Deal Making

Carolinas Idea Exchange
Gulf South Idea Exchange
TN/KY Idea Exchange
Midwest Idea Exchange(OK/MO)



Reporting

NextSite will report to the appropriate city contacts through many platforms including:



- **Basecamp** is a Project Management Software Solution that allows NextSite and our clients to collaborate on the City of Monroe projects. The Primary Contact for the City of Monroe will be able to view all the project outputs, upload documents, receive updates and share project critical information with the NextSite team. Each time a member from the NextSite team updates the City of Monroe Basecamp account, an alert is sent to the appropriate contact at the City of Monroe.
- **Email, Phone Calls, & Web Conferencing**
- **In Person Meetings**



Retail Networking Project Timeline

Day
1

- ✓ Contract executed to engage NextSite
- ✓ Getting Started Questionnaire provided to the primary contact
- ✓ Basecamp Account is activated & document sharing begins
- ✓ Research & Market Analysis work begins
- ✓ Developer & Tenant Rep Contacts notified of client engagement

Day
15

- ✓ Getting Started Questionnaire has been received
- ✓ Mobile Mapping Analysis completed
- ✓ Aerial & Map work begins
- ✓ Peer Analysis & Retail Leakage reports completed

Day
30

- ✓ Focus Property information uploaded to Basecamp by client
- ✓ Radius, Travel Time & Regional Trade Area research completed
- ✓ All Market Analysis has been completed & uploaded to Basecamp

Day
45

- ✓ All Maps & Aerial outputs have been completed
- ✓ Focus Property Analysis has been completed & uploaded to OppSites
- ✓ Retailer Target List completed
- ✓ Retail Marketing Brochure completed

Day
60

- ✓ Proactive Marketing & Conference Representation begins
- ✓ Developer & Tenant Rep Contacts are provided market analysis, target list & aerial overview of existing retail



**AGREEMENT TO PROVIDE
RESEARCH, MARKETING & CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the **City of Monroe** (hereinafter referred to as “Client”) on this the **1st** day of **December, 2017**, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the “Project”) for the **City of Monroe** which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit A. The engagement will focus on the site(s) identified by the Client and Consultant to pro-actively recruit commercial development and redevelopment.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as **December 1, 2017** to **November 30, 2020**.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$23,000** for the first year. Payment is to be made upon execution of this agreement and receipt of the invoice from NextSite, LLC. The compensation for years two and three shall be **\$23,000** per year payable by the anniversary date of the agreement. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$23,000** per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the **City of Monroe**.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Charles Branch, VP of Business Development and Shelley Shores, VP of Client Communications. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish periodic reports concerning the status of the project to the Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. TERMINATION

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit A of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

13. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

14. NOTICES/PARTIES REPRESENTATIVES

The primary representative of the Client for this agreement shall be Sadie Krawczyk, Economic Development Specialists, City of Monroe.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Monroe
215 N Broad Street
Monroe, GA 30655
(770) 266-5331
skrawczyk@monroega.gov

Consultant: NextSite LLC
P.O. Box 531027
Birmingham, AL 35253
Attention: Chuck Branch

15. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

16. MISCELLANEOUS

Capacity: Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body

and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

- D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Georgia, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other

parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:

City of Monroe

By _____

Title _____

Date _____

CONSULTANT:

NextSite, LLC

By _____

Title _____

Date _____

EXHIBIT A



RESEARCH - ANALYSIS - MARKETING:

NextSite Demographic and Consumer Research

NextSite partners with and contracts with numerous software, research and data solution providers to best analyze each opportunity in our engaged communities. Each city, town, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, competition, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the decision critical data that will most likely influence the site location decisions by retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail sector.

NextSite Analysis

RETAIL GAP/LEAKAGE SUMMARY

One of the most critical components of any retail research/consulting engagement is accurate retail leakage analysis – measuring household spending by category that is leaving the designated trade

area to purchase goods and services. Capturing this leakage through development and redevelopment broadens the tenant mix, creates jobs and leads to additional retail sales tax revenue.

COMMUNITY PEER ANALYSIS

Developers and retailers are always looking for opportunities in cities/trade areas that are similar to previous projects they have completed. We have developed a software solution that allows us to very quickly identify similar geographies (peers) based on a set of demographic, consumer spending and population segmentation variables – allowing us to match potential developments and new retail based on existing locations.

FOCUS PROPERTIES

The NextSite team will work with your organization, local property owners and active commercial brokers in your market to determine the appropriate Focus Properties to position as opportunities to developers, tenant reps and retailers. Once we've identified these opportunities, we will upload them to OppSites.com on your behalf.

RETAILER TARGET LIST

The NextSite team, leveraging our experience, resources and contacts throughout the U.S. will build a retailer target list identify those retailers most likely to consider your city/retail trade area for future expansion. We will also match the retailers in this list to developers that have done single and multi-tenant projects with these concepts.

AERIAL MAPS OF CURRENT RETAILERS

Our Regis software creates aerials by city, retail trade area or development/redevelopment zones including locations of all current regional and national retailers. These aerial maps become key components of the Retail Marketing Brochure.

[NextSite Pro-active Marketing](#)

RETAIL MARKETING BROCHURE

Highlights the Focus Properties in your city, key demographic statistics and includes an 11x17 aerial overview of the current retail landscape in the trade area.

PRO ACTIVE RECRUITMENT OF DEVELOPERS & TENANT REP FIRMS

NEXTSITE will leverage its developer and tenant rep relationships to proactively recruit new development and redevelopment in Monroe. As part of our efforts NextSite will represent and market the opportunities in Monroe at ICSC Deal Making Conferences across the U.S.

[BASECAMP](#)

Upon completion of the research component of our engagement, the NextSite team creates an online account through BASECAMP, a document management and communication platform,

available to the appropriate contacts in your city/organization to access the market analysis and marketing materials.

Scope of Services

Our process begins with establishing your Basecamp Account and issuing our Getting Started document to the identified primary contact(s) in your community. Simultaneously we begin the research and market analysis and plan our initial market visit. As we complete components of the process, we upload the research, analysis and strategy to your Basecamp Account. **This initial phase of the engagement is typically a 60 day process. However, we begin outreach to our developer and tenant rep relationships immediately, letting our contact(s) know we've been engaged by your community and our preliminary thoughts on the market opportunities.**

Market Research - NextSite's assessment will include, but will not be limited to, the following:

- Trade Area Analysis
- Demographics, psychographic, segmentation & consumer behavior/attitudes
- Trade Area Competitors
- Existing retail landscape
- Retail leakage/surplus – GAP Analysis
- Peer Analysis
- Retail development in peer communities
- Cannibalization
- Retail trends
- Market viability

- Identify Trade Corridors/Areas

NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities and through our onsite market visits.

- Analyze Market & Retail GAP/Leakage data

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household level consumer expenditure reviews, consumer profiles and buying habits and, our newest research tool – mobile mapping data to understand consumer travel patterns and confirm trade areas. Our Custom Demographic Research includes Historical, Current, and Projected Demographics from multiple sources.

- Conduct Retail Peer Identification and Analysis

Retailers have a tendency to locate in similar communities and/or trade areas. By identifying communities similar to Monroe from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

- Consumer Attitude and Behavior Analysis

Our detailed consumer attitude and behavior data allows us to drill down to the consumer level and understand their preferences and likelihood to purchase products and services. Local retail businesses can use this data to better understand the product and service mix needed to grow their company and capture spending that may be leaving the immediate trade area.

- Identify/Evaluate/Catalog Available Commercial Properties and Development Opportunities

Understanding the real estate options within the market for development, redevelopment and higher and best use allows the NextSite team to position specific properties to retail prospects. Our team will drive the market and retail corridors to build a database of the available commercial properties. Once we identify the development and redevelopment Focus Properties we work with our clients to upload these sites to OppSites to market these opportunities to Developers and Tenant Reps.

- Psychographic Profiles of Trade Area / Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through our market analysis we identify the segmentation groups and match the consumer profile of Monroe shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.

- Thematic Mapping and Aerial Imagery by trade area

Data visualization allows retailers to identify and target areas for expansion/relocation and the consumers that match their customer profile.

- Retail Competitor Mapping/Analysis

Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/re-development. We extend this analysis to understand the retailer mix in competitor communities.

- Identification of Retail Prospects to be targeted for recruitment

An initial list of targeted retailers for recruitment. This database includes the retailer, contact information, and current expansion plans. Updates are made to the list as market conditions and feedback from developers and tenant reps dictate.

- Retailer Recruitment and Execution of the Retail Strategy

The most important service we provide is pro-actively recruiting the developers and tenant reps to leverage the identified target retailers/restaurants. Our team is tasked with communicating and providing assistance to the local commercial real estate professionals in your community while also keeping the primary contacts updated on the progress of our recruitment efforts.

- Updates on Retail Industry Trends

While our day to day effort is focused on micro analysis of the current retail landscape and opportunities – we believe it is critical to any strategic initiative to understand the macro factors affecting commercial retail development.

Marketing Strategy

Upon completion of the research component of our engagement, the NextSite team will create an online account through our BASECAMP platform, available to the appropriate contacts in Monroe to access all market analysis, marketing materials and project communications.

Identification and Recommendation of Retail Targets – NextSite will develop a Retail Target List consisting of new to market retail/restaurants that fit market profile as well as the profile of targeted consumers. This list of retailer and restaurant targets is based on the initial research and analysis done for your community and the identified trade areas. The Retail Target List is updated as we determine interest levels through our conversations with developers and tenant rep firms and as retailers/restaurants adjust their expansion plans.

Recommendations for Site Locations for Retail/Restaurant Targets - NextSite and its partners will work with the city to catalog local commercial properties that may be suitable sites for development and/or redevelopment, including those sites that may present a higher and best use. This will include maps, aerials, and all pertinent contact and site specific information relative to each site.

Develop Marketing Materials - NextSite will develop marketing materials on the client's behalf to market the community and site opportunities to retailers, developers, and tenant reps.

Implementation of Retail Recruitment Plan

A NextSite Team Member will be designated as the Primary point of contact between the appropriate officials and NextSite. The Client Managers responsibilities include:

1. Communication with the Client
2. Communication with local property owners, developers and brokers
3. Updating and Maintaining the Basecamp account
4. Responding to On-Demand research report requests

The NextSite team will focus on pro-actively recruiting developers and tenant reps to your community. This effort will include:

1. Outgoing phone calls to tenant rep firms
2. Outgoing phone calls to retail developers
3. Portfolio Reviews with tenant reps and developers
4. ICSC Conference meetings with tenant rep firms and developers
5. Updating the Focus Property List
6. Updating the Retail Target List
7. Basecamp updates in real time as new information becomes available
8. Responding to specific research and site information requests from developers and tenant reps

EXHIBIT B

Optional Services

PUBLIC/PRIVATE PARTNERSHIPS - INCENTIVES CONSULTING SERVICES

NextSite has partnered with several industry experts to provide incentives consulting services to public sector organizations. It is critical for community leaders to understand the validity of these request by leveraging the knowledge of these experts through quantitative analysis of the project pro forma, measuring the impact on existing retail sales (cannibalization) and calculating the potential for increased retail sales tax revenue to the city and the economic impact on city finances.

INCENTIVES CONSULTING FEES NEGOTIATED PER PROJECT



Council Meeting

AGENDA

January 16, 2018

Item:

2nd Reading - Alcoholic Beverage Ordinance Update

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [Alcohol Ordinance Update](#)

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

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

Article I.

Chapter 6 of the Code of Ordinances is hereby amended by deleting Chapter 6 in its entirety and substituting with the following in lieu thereof:

SEE ATTACHED “**EXHIBIT A**” FOR THE COMPLETE TEXT OF CHAPTER 6 – ALCOHOLIC BEVERAGES

Article II.

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

Article III.

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

FIRST READING. This 12th day of December, 2017.

SECOND READING AND ADOPTED. This 16th day of January, 2018.

CITY OF MONROE, GEORGIA

By: _____ **(SEAL)**

John S. Howard, Mayor

Attest: _____ **(SEAL)**

Debbie Kirk, City Clerk

EXHIBIT A

CHAPTER 6 – ALCOHOLIC BEVERAGES

ARTICLE I. - IN GENERAL

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

Sec. 6-1. - Definitions.

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

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

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

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

Brewery means a large or industrial scale manufacturer of alcoholic malt beverages for the purpose of wholesale

distribution. Such use must be connected to public water and sewer.

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

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

Distiller means a manufacturer of distilled spirits.

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

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

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

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

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

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

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

- (1) Regularly serves prepared food, with a full service kitchen (a full service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be

approved by the health and fire departments), prepared to serve food every hour they are open and deriving at least seventy percent (70%) of its total annual gross sales from the sale of prepared meals or foods and recreation activities; and

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

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

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

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

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

Licensee means the individual to whom a license is issued or, in the case of a partnership, corporation or limited liability company, all partners, officers, and directors of the partnership, corporation or limited liability company.

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

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

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

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

Package means a bottle, can, keg, barrel, or other original consumer container. Retail package alcoholic beverages shall include all alcoholic beverages in their

original container, sold at retail to the final consumer, and not for resale.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, limited liability company or other group or combination acting as a unit, body politic, or political subdivision, whether public, private, or quasipublic.

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

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

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

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

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

Wine means any alcoholic beverage containing not more than twenty-four percent (24%) alcohol made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. Wine includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to the definition of wine contained in this section.

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

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

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

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

- (a) Alcoholic beverages may be sold in the City only under a license granted by the city council upon the terms and conditions provided in this chapter.
- (b) All licenses in this chapter shall be a mere grant of privilege to carry on the business during the term of the license, subject to all terms and conditions imposed by this chapter and state law.

- (c) All licenses pursuant to this chapter shall have printed on the front these words: "This license is a mere privilege subject to be revoked and annulled, and is subject to any further ordinances which may be enacted."

- (d) Any holder of a license issued pursuant to this chapter is required to apply for and obtain an alcoholic beverage license from the state before any sales commence. Additionally, City licensees are required to abide by all applicable state regulations and laws.

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

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

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

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

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

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

Sec. 6-6. - Application forms.

- (a) All persons desiring to sell alcoholic beverages shall make application on the forms prescribed by the code enforcement officer.
- (b) The application shall include, but shall not be limited to, the name and address of the applicant; the proposed business to be carried on; if a partnership, the names and residence address of the partners; if a limited liability company, the name and address of the manager(s) and the name of any person or legal entity owning at least twenty percent (20%) of the limited liability company; if a corporation, the names of the officers, the name and address of the registered agent for service of process, the name of the manager(s), and the name of all shareholders holding at least twenty percent (20%) of any class of corporate stock, or any other entity having a financial interest in each entity which is to own or operate the establishment for which a license is sought. If the manager changes, the applicant must furnish the code enforcement officer the name and address of the new manager and other information as requested within ten (10) days of such change.
- (c) All applicants shall furnish data, fingerprints, financial responsibility and other records as required by the code enforcement officer and to ensure compliance with the provisions of this chapter. Failure to furnish data pursuant to such request shall automatically serve to dismiss the application with prejudice.
- (d) All applications shall be sworn to by the applicant before a notary public or other officer empowered by law to administer oaths.

- (e) In all instances in which an application is denied under the provisions of this chapter the applicant may not reapply for a license for at least one (1) year from the final date of such denial.
- (f) The code enforcement officer shall provide written notice to any applicant whose application is denied under the provisions of this chapter. Such written notification shall set forth in reasonable detail the reasons for such denial and shall advise the applicant of the right to appeal under the provisions of this chapter.

Sec. 6-7. - Withdrawal of application.

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

Sec. 6-8. - Licensing qualifications.

- (a) No license for the sale of alcoholic beverages shall be granted to any person who is not a citizen of the United States or an alien lawfully admitted for permanent residence.
- (b) Where the applicant is a partnership, limited liability company or corporation, the provisions of this section shall apply to all its partners, officers, manager(s) and majority stockholders. In the case of a corporation, the license shall be issued jointly to the corporation and the majority stockholder, if an individual. Where the majority stockholder is not an individual, the license shall be issued jointly to the corporation and its agent

registered under the provisions of this subsection. In the case of a partnership, the license will be issued to all the partners owning at least twenty percent (20%) of the partnership. If no partner owns twenty percent (20%) of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed. In the case of a limited liability company, the license will be issued jointly to the limited liability company and manager(s).

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

controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexually related crime within a period of ten (10) years immediately prior to the filing of such application. Should any applicant, partner, shareholder, manager or officer instrumental in the sale or dispensing of any alcoholic beverage, after a license has been granted, be convicted or plead guilty or nolo contendere to a crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexually related crime, the license issued hereunder shall be immediately revoked and cancelled.

- (d) No license for the sale of alcoholic beverages shall be granted to any person convicted under any federal, state or local law of any felony, within fifteen (15) years prior to the filing of application for such license.
- (e) No license for the sale of alcoholic beverages shall be granted to any person who has had any license issued under the police powers of the City previously revoked within two (2) years prior to the filing of the application.
- (f) The code enforcement officer may decline to issue a license when any person having any ownership interest in the operation of such place of business

or control over such place of business does not meet the same character requirements as set forth in this section for the licensee.

- (g) All licensed establishments must have and continuously maintain in the City a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. This person must be a resident of the City or a licensed attorney practicing law that maintains an office in the City. The licensee shall file the name of such agent, along with the written consent of such agent, with the code enforcement officer and shall be in such form as he may prescribe.
- (h) All applicants for any alcoholic beverage license must be of good character, and all operators, managers, clerks, or other employees shall be of like character. Corporate or firm applicants shall be of good business reputation.
- (i) A license application may be denied to any applicant for any alcoholic beverage license where it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the application is intended to be a mere surrogate for a person or persons who would not otherwise qualify for a license for any reason whatsoever.

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

Sec. 6-9. - Distance requirements.

- (a) No person may sell any malt beverage or wine for off premises consumption in or within one hundred (100) yards of a church building, school, school grounds or college campus.
- (b) Except for those licensees located in the Monroe Historic Downtown Entertainment District as defined herein, no person may sell any alcoholic beverage for on premises consumption in or within one hundred (100) yards of a church building, school, school grounds or college campus.
- (c) As used in this section, the term "school building," "school," "school grounds" or "educational building" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools, universities and colleges of this state and which are public schools or private schools as defined in O.C.G.A. § 20-2-690(b). The term "school building" and "educational building" includes only those structures in which instruction is offered. The term "school grounds" shall apply only to the parcel or parcels of land on which a school, school building or educational building is located.
- (d) The term "church building" as used in this section shall mean the main structure used by any religious organization for purposes of worship.
- (e) The requirements for minimum distance from a church building, located in a shopping center as defined by the latest Illustrated Book of Development Definitions (copyright 2004 by Rutgers) or in the Monroe Historic Downtown Entertainment District shall not apply to any new license for retail package sales.

(f) For purposes of this section, distance shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:

- (1) From the main physical entrance (i.e. the front door) of the establishment from which alcoholic beverages are sold or offered for sale;
- (2) In a straight line, regardless of obstructions, to the nearest public sidewalk, walkway, street, road or highway by the nearest route;
- (3) Along such public sidewalk, walkway, street, road or highway by the nearest route;
- (4) To the main physical entrance (i.e. the front door) of the church building, school building or college campus.

(g) No location which is licensed to sell alcoholic beverages on the effective date of the ordinance from which this section is derived shall be denied continued operation under an existing license, or denied any renewal of such license, nor shall any new owner of the location be denied a new license based upon the measurements set forth in this section.

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

alcoholic beverages was lawful at such location at any time during the six (6) months immediately preceding such application.

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

Sec. 6-10. - License fee scale.

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

Sec. 6-11. - Fees enumerated.

License fees applicable to this chapter shall be as follows:

- (1) Retail dealers of distilled spirits to be consumed on the premises, \$3,000.00 per year.
- (2) Retail dealers of beer and wine to be consumed on the premises, \$1,000.00 per year.
- (3) Retail dealers of beer and wine sold in original packages for consumption off the premises, \$2,000.00 per year.
- (4) Wholesale dealers in beer and wine, whose principal place of business is in the City, \$1,500.00 per year.
- (5) Wholesale dealers in distilled spirits whose principal place of business is in the City, \$2,000.00 per year.

- (6) Wholesale dealers in alcoholic beverages whose principal place of business is not in the City, \$100.00 per year.
 - (7) Temporary license for nonprofit organizations, \$25.00 per day, maximum ten (10) days per year.
 - (8) Temporary license for for-profit organizations, \$150.00 per day, maximum ten (10) days per year.
 - (9) Non profit private club, beer and wine to be consumed on the premises, \$600.00 per year; Sunday sales, \$150.00 per year additional.
 - (10) Non profit private club, distilled spirits to be consumed on the premises, \$600.00 per year; Sunday sales, \$150.00 per year additional.
 - (11) Hotel-motel "in-room service," \$250.00 per year.
 - (12) Distilleries or Micro-Distilleries, \$1,500.00 per year.
 - (13) Breweries or Micro-Breweries, \$1,000.00 per year.
 - (14) Brewpubs, \$750.00 per year.
 - (15) Beer and Wine Amenities License, \$100.00 per year.
- (a) No license for the sale of alcoholic beverages shall be transferable, except as otherwise provided in this section.
 - (b) In case of the death of a licensee, the establishment shall be allowed to continue to sell alcoholic beverages for a period of forty-five (45) days from the date of death or until expiration of the license or until approval of a new licensee, whichever shall first occur.
 - (c) If a license is surrendered or a licensee severs his association with a licensed establishment, the establishment may continue to sell alcoholic beverages for a period of forty-five (45) days from the date of surrender, or from the date determined by the code enforcement officer to be the date of severance, provided a new application for a license is made within ten (10) days of surrender or severance. Upon issuance of a new license, the authorization to sell under the previous license shall be revoked by operation of law. No additional license fees shall be required during the period for which the original license was issued.
 - (d) Nothing in this section, however, shall prohibit one (1) or more of the partners of a partnership holding a license to withdraw from the partnership in favor of one (1) or more of the partners who were partners at the time of the issuance of the license. Further, this section shall not prohibit transfer of stock between persons who held stock in the corporation at the time of issuance of the license.
 - (e) Except as provided in subsections (a) through (d) of this section, any change in the ownership of any entity holding a license hereunder shall cancel and revoke any license pursuant to this chapter automatically, without the necessity of any hearing.

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

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

Sec. 6-13. - Transferability of license.

- (f) Violation of this section shall result in revocation of the license being used and subject the license holders to penalties as outlined in section 6-2. No license will be issued to the old or the new owner in the city for one (1) year from the date of any such violation.
- (g) Should a licensee make application to the code enforcement officer for a transfer of location and should such a transfer of a location be approved, with no change of ownership of the business, the license fee paid for the previous license shall be applied to the new location. Each applicant for a transfer of location shall pay a transfer fee in the amount of \$300.00.

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

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

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

All licenses granted hereunder shall be for the calendar year and shall expire automatically every December 31 of each calendar year. The full license fee must be paid for a license application filed prior to July 1 of the license year. One-half (½) of a full license fee shall be paid for any license application filed after July 1 of the license year, except for applications for temporary licenses under section 6-11 (7) and section 6-11 (8), which shall not be reduced.

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

Any holder of any license hereunder who shall for a period of three (3) consecutive months after the license has been issued cease to operate the business and sale of the product or products

authorized shall after the said three-month period automatically forfeit the license without the necessity of any further action.

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

- (a) A license may be suspended or revoked by the code enforcement officer where the licensee furnishes fraudulent or untruthful information in the application for a license and for failure to pay all fees, taxes or other charges imposed under the provisions of this chapter.
- (b) Whenever the State shall revoke any permit or license to sell alcoholic beverages, the City license issued hereunder shall thereupon be automatically revoked. The chief of police, upon notice of this revocation from the code enforcement officer, shall take the necessary steps to see that signs are removed and that all alcoholic beverage sales cease.
- (c) Any licensed establishment that is found to be in violation of section 6-38 or 6-41 shall be subject to immediate license revocation.
- (d) The code enforcement officer shall revoke the license of any licensee whose license has been suspended two (2) or more times in any consecutive twelve-month period.
- (e) The code enforcement officer shall revoke the license for any premises where alcoholic beverages have been sold or distributed during a period of suspension.
- (f) The code enforcement officer may suspend or revoke the license of any establishment which does not meet the licensing qualifications set forth in this chapter at any time such knowledge becomes known to him.

- (g) An act or omission of a licensee, owner of more than twenty percent (20%) interest in the licensed establishment, or employee of the licensee or licensed establishment willingly or knowingly performed which constitutes a violation of federal or state law relating to alcoholic beverages or of any provision of this chapter, will subject the licensee to suspension or revocation of its license in accordance with the provisions of this chapter, when the code enforcement officer determines to his own satisfaction that the act or omission did occur, regardless of whether any criminal prosecution or conviction ensues; provided, however, in the case of an employee, the code enforcement officer must determine that the acts of the employee were known to or under reasonable circumstances should have been known to the licensee, were condoned by the licensee, or where the licensee has not established practices or procedures to prevent the violation from occurring.
- (h) Whenever it can be shown that a licensee under this chapter no longer maintains adequate financial responsibility upon which issuance of the license was conditioned, or whenever the licensee has defaulted in any obligation of any kind whatsoever, lawfully owing to the City, the license shall be revoked.
- (i) Wherever this chapter permits the code enforcement officer to suspend any license issued under this chapter but does not mandate the period of such suspension, such discretion shall be exercised within the guidelines of this subsection.

- (1) No suspension shall be for a period of time longer than the time remaining on such license.
- (2) The following factors shall be considered on any revocation or suspension as set out above:
 - (a) Consistency of penalties mandated by this chapter and those set by the code enforcement officer.
 - (b) Likelihood of deterring future wrongdoing.
 - (c) Impact of the offense on the community.
 - (d) Any mitigating circumstances or remedial or corrective steps taken by the licensee.
 - (e) Any aggravating circumstances or failure by the licensee to take remedial or corrective steps.

Sec. 6-18. - Hearings.

- (a) No license shall be denied, suspended or revoked without the opportunity for a hearing as hereinafter provided.
- (b) The code enforcement officer shall provide written notice to the applicant or licensee of the order to deny, suspend or revoke the license. Such written notification shall set forth in reasonable detail the reasons for such action and shall notify the applicant or licensee of the right to appeal under the provisions of this chapter. Any applicant or licensee who is aggrieved or adversely affected by a final action of the code enforcement officer may have a review thereof by appeal to the mayor and city council. Such appeal shall be by written petition, filed in the office of the code enforcement officer within fifteen (15)

days after the final order or action of the code enforcement officer and, in order to defray administrative costs, must be accompanied by a filing fee of Fifty Dollars (\$50.00). The code enforcement officer, at his discretion, may waive or reduce the filing fee amount if it is determined the fee would create a hardship on the individual filing said appeal. The mayor and city council may, at the request of the appellant, refund the filing fee by a majority vote.

(c) The mayor and city council shall determine all issues under this appeal process by a majority vote. Should the mayor and city council be unable to reach a decision by majority vote, the action taken by the code enforcement officer shall be upheld automatically.

(d) A hearing shall be conducted on each appeal within forty-five (45) days of the date of filing with the code enforcement officer unless a continuance of such date is agreed to by the appellant and the code enforcement officer. The appellant at such hearing shall have the right to be represented by an attorney, at the expense of the appellant, and to present evidence and cross examine witnesses. Should the appellant desire an official transcript of the appeal proceedings, then such request must be made at least three days prior to such hearing. The appellant shall have the burden of proof on any such appeal. Before hearing an appeal, each member of the city council shall sign an affidavit to be part of the record that he is not related to any owner of the licensed establishment in question in the appeal being considered and that he has no financial interest in the outcome of the appeal. Should any council member be unable to sign such an affidavit, that member shall not serve on that appeal

and the case shall be heard by the remaining members of the city council.

(e) The findings of the mayor and city council shall be forwarded to the code enforcement officer within fifteen (15) days after the conclusion of the hearing, and it shall be the duty of the code enforcement officer to notify the appellant of the decision of the mayor and city council.

(f) The findings of the city council shall be final unless appealed within thirty (30) days of the date of said finding by writ of certiorari to the Superior Court of Walton County pursuant to O.C.G.A. § 5-4-3.

Sec. 6-19. - Notice.

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

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

(a) Except for those licensees located in the Monroe Historic Downtown Entertainment District, signs or displays advertising, promoting the use of, or otherwise related to alcoholic beverages in any manner aside from that described in subsection (c) of this section may not be placed in exterior windows for view from the public right-of-way.

(b) Except for those licensees located in the Monroe Historic Downtown Entertainment District no licensee shall use signs or any other visible means of advertising the sale of alcoholic beverages on the outside of the building in which the business of the licensee is located.

- (c) Any on premises consumption licensee under this chapter shall be permitted to use and advertise the words "your favorite beverages served" or an equivalent phrase to advertise that alcoholic beverages by the drink may be purchased at that licensed business establishment.
- (d) Any and all signage permitted hereunder must be displayed in compliance with the City of Monroe Zoning Ordinance as currently enacted or hereafter amended.
- (e) The exterior of each building in which alcoholic beverages are sold shall contain sufficient lighting so that all sides of the building and all entrances thereto are clearly visible at all times when the premises are open for business.

Sec. 6-21. - Audits of licensees.

- (a) If the code enforcement officer deems it necessary to conduct an audit of the records and books of the licensee, he shall notify the licensee of the date, time and place of the audit. The code enforcement officer may designate the City's internal auditor or other designated person to perform any audit authorized in this chapter. The licensee shall cooperate with the audit or forfeit any license(s) issued under this chapter.
- (b) All licensed establishments must maintain the following records for a three-year period and make them available for audit at the licensed premises:
 - (1) Monthly income or operating statements;
 - (2) Daily sales receipts showing liquor, beer, wine and food sales separately (this requirement does

not apply to package beer and wine licensees);

- (3) Daily cash register receipts such as Z tapes or guest tickets;
- (4) Monthly state sales and use tax reports;
- (5) Federal income tax returns with all Form 1099s and W-2s.

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

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

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

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

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

Except where allowed in this chapter in regard to corkage services in section 6-109 and special event facilities in article VII,

no person shall bring his or her own alcoholic beverage, into any establishment either licensed or unlicensed to serve alcoholic beverages.

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

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

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

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

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

Each licensee licensed under this chapter shall keep a copy of this chapter in the licensed premises and shall instruct any person working there with respect to the terms, conditions and requirements of this chapter; and each licensee, the licensee's agents and employees selling alcoholic beverages shall at all times be familiar with the terms of this chapter.

Sec. 6-28. - Employment of underage persons prohibited; exceptions.

- (a) No person shall allow or require a person in his employment under eighteen (18) years of age to dispense, serve, sell, or take orders for any alcoholic beverage.
- (b) The provisions of this section shall not prohibit persons under eighteen (18) years of age who are employed in supermarkets or convenient stores from selling or handling alcoholic beverages

which are sold for consumption off the premises.

Sec. 6-29. - Failure to require and properly check identification.

It shall be a violation of this chapter not to require and properly check identification to ensure an underage person is not sold, served, or permitted to have in his possession, alcoholic beverages while in a licensed establishment. The term "identification" in this section shall mean any document issued by a governmental agency containing a description of the person, such person's photograph, and giving such person's date of birth and shall include, without being limited to, a passport, military ID card, driver's license or state department of public safety ID card.

Sec. 6-30. - Prohibited Actions of Licensees; Penalties.

- (a) No licensee or employee of a licensee under this chapter, shall do any of the following upon the licensed premises:
 - (1) Sell or offer to sell any distilled spirits, wines, malt beverages, or any other alcoholic beverage to any person under the age of twenty-one (21) years.
 - (2) Sell or offer to sell any alcoholic beverages to any person who is noticeably intoxicated whose intemperate habits are known to the licensee or his employees.
 - (3) Sell alcoholic beverages upon the licensed premises or permit alcoholic beverages to be consumed thereon, on any day or at any time when the sale or consumption is prohibited by law.
- (b) No person who holds a license to sell alcoholic beverages by the

drink shall allow any minors to be in, frequent or loiter about the licensed premises of the establishment unless such minors are accompanied by a parent, legal guardian, or custodian; provided, however, that such minors shall be permitted in eating establishments, indoor commercial recreational establishments, or private clubs as defined in this chapter without being accompanied by a parent, legal guardian, or custodian and provided further that this section shall not apply to minors who are employees under this chapter.

- (c) Any licensed establishment where two (2) or more violations of this section, or O.C.G.A. § 3-3-23 have occurred within any 24-month period shall be punished as follows:
- (1) For the second violation within any 24-month period, suspension of said license(s) for a period not to exceed ninety (90) days.
 - (2) For the third and any subsequent violation within any 24-month period, suspension of license(s) for a period not to exceed one (1) year.

State Law reference— Furnishing to, purchase of, or possession by persons under twenty-one (21) years of age of alcoholic beverages; use of false identification; proper identification for sale of alcoholic beverages; dispensing, serving, etc., of alcoholic beverages by persons under twenty-one (21) years of age in the course of employment; seller's duty to request proper identification, O.C.G.A. § 3-3-23.

Sec. 6-31. - Purchase or possession of alcoholic beverages by underage persons.

Except as otherwise authorized by law:

- (a) No person under twenty-one (21) years of age shall purchase, attempt to purchase, or knowingly possess any alcoholic beverage;
- (b) No person under twenty-one (21) years of age shall misrepresent such person's age in any manner whatsoever for the purpose of obtaining illegally any alcoholic beverage;
- (c) No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under twenty-one (21) years of age; and,
- (d) No person under twenty-one (21) years of age shall misrepresent his identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.

State Law reference— Similar provisions, O.C.G.A. § 3-3-23.

Sec. 6-32. - Regulations as to employees and managers.

The following regulations shall apply to all establishments holding a license for consumption of alcoholic beverages on the premises:

- (a) Any licensee for consumption on the premises shall require all persons employed as managers, servers, bartenders, doorpersons, or any other employee, agent or subcontractor with the responsibility for handling, serving, mixing or

dispensing alcoholic beverages to obtain a server certification with proper training from a third party vendor approved by the City no later than three (3) days after commencement of his or her employment. The licensee or the employee of the licensee shall pay a fee as provided for by the third party vendor for such server certification.

- (b) The City may select one or more designated third party vendors approved for the issuance of server certifications. A list of designated vendors shall be kept by and made available to licensees by the code enforcement officer.
- (c) Any person who has been convicted of a violation of any law, ordinance or regulation governing the sale of alcoholic beverages, a violent crime or possession of illegal drugs in the three (3) years immediately preceding the date of the certification shall not be eligible to receive a server certification.
- (d) Only those persons maintaining a valid server certification required herein shall be permitted by a licensee to dispense, pour, mix or otherwise handle any alcoholic beverage on behalf of said licensee. Licensees found to be in violation of this section shall be subject to penalties as set forth in section 6-2.
- (e) All licensees shall maintain on the licensed premises a written log of all employees, a copy of a government issued photo identification of each employee and proof of the server certification required for each employee. Upon the request of a City of Monroe police officer, the city marshal or code enforcement officer, the

licensee or manager on duty must present a manifest indicating employees on duty required to hold such certification. Such records and manifests may also be kept by a third party vendor who shall provide access to the server certifications to the City upon request.

- (f) All persons required to maintain server certification under this section shall keep proof of the same on their person at all times while working in any licensed establishment and shall display the same upon the request of any police officer or code enforcement official of the City.
- (g) Any person required to maintain server certification under this section who is cited for a violation of this chapter or any state law governing dispensing of alcohol and who either enters a plea of guilty or nolo contendere or is convicted of such violation shall no longer be eligible for server certification for a period of three (3) years from the date of said plea or conviction.

Sec. 6-33. - Open area and patio sales.

- (a) Alcoholic beverage sales can be made by a licensed on-premises consumption establishment in a patio/open area type environment if the establishment has been approved to do so by the code enforcement officer.
- (b) The patio/open area shall be enclosed by some structure or stanchions providing for public ingress/egress only through the main licensed premises. The purpose of this requirement is to prevent a customer from leaving the

outside sales area with an open drink without the licensee's knowledge.

- (c) The height of such structure shall be a minimum of three (3) feet above ground level. It does not have to be solid nor does it have to restrict visibility into or out of the patio/open sales area. It must be permitted and approved by the code enforcement officer or his designee.
- (d) The only exit from this type area is to be through the licensed establishment's main premises and through an approved fire exit, not for general public use unless an emergency exists.
- (e) If a licensee desires a patio/open sales area inside an existing structure, plans will be reviewed and approved on an individual basis by the code enforcement officer. Interior type patio/open sales areas must also meet the requirements of the City's development and fire codes.
- (f) Nothing contained in this section shall prohibit a hotel or motel with an on the premises consumption license from making sales and allowing consumption of alcoholic beverages in ballrooms, meeting rooms, reception rooms, or patio areas of such hotel or motel, provided such functions are catered in connection with a meeting, conference, convention or similar type gathering at such hotel or motel. "Patio areas," as that term is used in this subsection, do not have to conform to the standards in this section.

Sec. 6-34. - No consumption outside premises.

- (a) Except as otherwise permitted in this chapter, it is prohibited for customers to leave a licensed premises with open alcoholic beverages, and it is the licensee's responsibility to ensure that

no open beverages are sold and carried out. However, nothing in this section shall be construed to prohibit the carrying out of alcoholic beverages for consumption at a publicly owned or privately owned golf course.

- (b) Except as otherwise permitted in this chapter, it is prohibited for customers to gather outside an alcoholic beverage establishment and consume alcoholic beverages.
- (c) Except as otherwise permitted in this chapter, it is prohibited for the manager or any employee to allow persons to gather outside an alcoholic beverage establishment and consume alcoholic beverages.
- (d) Notwithstanding any other contrary provision of law, any eating establishment which is licensed to sell alcoholic beverages for consumption on the premises may permit a patron to remove one unsealed bottle of wine per patron for consumption off premises, if the patron has purchased a meal and consumed a portion of the bottle of wine which has been purchased on the premises with such meal. A partially consumed bottle of wine that is to be removed from the premises must be securely resealed by the licensee or its employees before removal from the premises. The partially consumed bottle of wine shall be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently opened or tampered with, and a dated receipt for the bottle of wine and meal shall be provided by the licensee and attached to the container. If transported in a motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright

seat of a motor vehicle that is not equipped with a trunk.

Sec. 6-35. - Specifications of premises.

No alcoholic beverage license shall be issued to any person unless the building in which the business will be located is complete and detailed plans of the building and outside premises are attached to the application, or unless proposed plans and specifications and a building permit of a proposed building to be built are attached to the application. The completed building or the proposed building shall comply with ordinances of the City, regulations of the state revenue commissioner and the State. The proposed building shall also be subject to final inspection and approval when completed by the code enforcement officer and the fire department. Each building in which the business will be located shall contain sufficient lighting so that the building itself and the premises on all sides of the building are readily visible at all times from the front of the street on which the building is located so as to reveal all of the outside premises of such building. Each applicant for an alcoholic beverage license shall attach to the application evidence of ownership of the building or proposed building, or a copy of the lease if the applicant is leasing the building. All premises for which an alcoholic beverage license shall be issued shall afford therein adequate sanitary and accessible toilet facilities available for use by the public and shall be adequately illuminated so that all hallways, passage ways and open areas may be clearly seen by the customers therein.

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

(a) The provisions of this section are intended to set forth certain exceptions and provisions applicable only to licensees whose establishments are

located within the Monroe Historic Downtown Entertainment District (as hereinafter defined) holding licenses to sell alcoholic beverages for consumption on the premises. Except as specifically set forth in this section to the contrary, all such licensees remain subject to all other provisions of this chapter.

(b) As used in this chapter, the term “Monroe Historic Downtown Entertainment District” shall be defined as: All that area of public space, streets, sidewalks, open areas, and all parcels and tracts of real property in the area of the City bound as follows: on the North by Bold Springs Avenue, on the South by Davis Street, on the East by Madison Avenue, and on the West by Wayne Street, including all parcels and tracts of real property that have road frontage on Wayne Street. The code enforcement officer shall maintain an official map of the Monroe Historic Downtown Entertainment District in his office at all times.

(c) Outside consumption of alcoholic beverages by the drink shall be permitted within the Monroe Historic Downtown Entertainment District under the following conditions:

(1) Any licensee who desires to sell alcoholic beverages for outside consumption within the Monroe Historic Downtown Entertainment District must possess an alcoholic beverage license for on premises consumption in good standing with the City of Monroe and the State of Georgia.

(2) Any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense alcoholic

beverages in a clear plastic cup with the City's approved logo and name imprinted thereon for consumption outside of the premises. Dispensing beer and/or wine in a can, bottle, or glass container for consumption outside in the designated area(s) is prohibited. Said clear plastic cups shall be purchased from the code enforcement officer or his designee at prices established by the city administrator.

- (3) No establishment shall dispense to any person more than one (1) drink at a time for consumption outside of the premises within the Monroe Historic Downtown Entertainment District.
 - (4) No container in which an alcoholic beverage is dispensed for consumption in the designated area(s) shall exceed twenty (20) fluid ounces in size.
 - (5) No alcoholic beverages shall be sold and/or consumed outside and within the Monroe Historic Downtown Entertainment District except within the authorized hours of sale of the establishment where purchased.
 - (6) Food must be served during any period of time that alcoholic beverages are served. A licensed establishment shall always maintain the correct ratio of food to alcoholic beverage sales.
- (d) Outside consumption of alcoholic beverages by the drink by residents living in the Monroe Historic Downtown Entertainment District shall be permitted within the Monroe Historic Downtown Entertainment District under the following conditions:

- (1) Residents living in the Monroe Historic Downtown Entertainment District shall be permitted to purchase clear plastic cups with the City's approved logo and name imprinted thereon for personal use and outside consumption of alcoholic beverages within the Monroe Historic Downtown Entertainment District.
 - (2) Said clear plastic cups shall be purchased at prices established by the city administrator.
 - (3) No resident shall be in possession of more than one (1) drink contained in an approved clear plastic cup at any given time while partaking in outside consumption in the Monroe Historic Downtown Entertainment District.
 - (4) No resident shall be in possession of a drink contained in an approved clear plastic cup outside of the authorized hours of sale under this chapter within the Monroe Historic Downtown Entertainment District.
 - (5) All other rules of general applicability of this Section shall apply to residents of the Monroe Historic Downtown Entertainment District using clear plastic cups for personal use.
- (e) The following additional regulations shall apply to the Monroe Historic Downtown Entertainment District:
- (1) The possession of any open can, bottle, or glass container of alcoholic beverages for outside consumption within the Monroe Historic Downtown Entertainment District is prohibited.

(2) The possession of any container of alcoholic beverages for outside consumption within the Monroe Historic Downtown Entertainment District exceeding twenty (20) ounces is prohibited.

(f) Nothing in this section shall relieve licensees from complying with all other provisions of this chapter and state law.

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

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

(b) The special event must meet the following criterion prior to the issuance of a license to sell alcoholic beverages:

(1) The special event must receive approval from the city police department on crowd control and security measures.

(2) The special event must receive approval from the city department of transportation, traffic operations section, on traffic control measures.

(3) The location at which the special event is to take place must be properly zoned and approved by the code enforcement officer.

(4) The premises at which the special event is to take place must be approved by the code enforcement officer.

(c) At least one (1) employee or volunteer of the special event licensee, working the special event in any position dispensing, selling, serving, taking orders or mixing alcoholic beverages shall be required to obtain a sever certification pursuant to section 6-32 for the special event.

(d) The code enforcement officer or the chief of police or his designee may immediately revoke any temporary license for a special event if it is determined continued alcohol sales may endanger the health, welfare or safety of the public.

(e) As a condition on the issuance of a temporary special event license, the licensee shall indemnify and hold the City harmless from any and all claims, demands or causes of action which may arise from activities associated with the special event.

Sec. 6-38. - Solicitation prohibited.

No retail consumption dealers licensed under this chapter shall require, permit, suffer, encourage, or induce any employee or person to solicit in the licensed premises for himself, or for any person other than the patron and guest of the patron, the purchase by the patron of any drink, whether alcoholic beverage or nonalcoholic beverage or money with which to purchase the beverage; nor shall any licensee pay a commission or any other compensation to any person frequenting his establishment or

to his agent or manager to solicit for himself or for others, the purchase by the patron of any drink, whether alcoholic beverage or nonalcoholic beverage or money with which to purchase the beverage.

Sec. 6-39. - Inspection of licensed establishments by the police department.

Sworn officers of the police department and the code enforcement officer or his designee shall have the authority to inspect establishments licensed under this chapter during the hours in which the premises are open for business. These inspections shall be made for the purpose of verifying compliance with the requirements of this chapter and state law. This section is not intended to limit the authority of the code enforcement officer or any other city officer to conduct inspections authorized by other provisions of this code.

Sec. 6-40. - Establishment can be closed in cases of emergency.

The mayor, code enforcement officer or the chief of police, or their designee, may immediately close an establishment licensed under this chapter in case of emergency, for the safety of the public or to investigate a crime, for a period of time not to exceed twenty-four (24) hours.

Sec. 6-41. - Types of entertainment, attire and conduct prohibited.

(a) *Preamble and purpose.*

- (1) Based upon the experiences of other counties and municipalities, including, but not limited to, Atlanta and Fulton County, Georgia; DeKalb County, Georgia; Gwinnett County, Georgia; Austin, Texas; Seattle and Renton, Washington; New York, New York; Los Angeles, California; and Ft. Lauderdale and Palm Beach,

Florida, which experiences the city council believes are relevant to the problems faced by the City and based upon the evidence and testimony of the citizens and experts who have appeared before such bodies, the city council takes note of the notorious and self-evident conditions attendant to the commercial exploitation of human sexuality, which do not vary greatly among generally comparable communities within our country.

- (2) Moreover, it is the finding of the city council that public nudity and semi-nudity, under certain circumstances, particularly circumstances relating to the sale and consumption of alcoholic beverages in so-called "nude bars" or establishments offering so-called "nude entertainment" or "erotic entertainment" begets criminal behavior and tends to create undesirable community conditions. Among the acts of criminal behavior identified with nudity and alcohol are disorderly conduct, prostitution, and drug trafficking and use. Among the undesirable community conditions identified with nudity and alcohol are depression of property values in the surrounding neighborhoods, increased expenditure for and allocation of law enforcement personnel to preserve law and order, increased burden on the judicial system as a consequence of the criminal behavior hereinabove described, and acceleration of community blight by the concentration of such establishments in particular areas. Therefore, the limitation of nude or semi-nude conduct in

establishments licensed to sell alcohol for consumption on the premises is in the public welfare and is a matter of governmental interest and concern to prevent the occurrence of criminal behavior and undesirable community conditions normally associated with establishments which serve alcohol and also allow and/or encourage nudity or semi-nudity.

(b) *Prohibited activities.* Any establishment licensed under the provisions of this chapter is prohibited from permitting or engaging in the following activities:

- (1) The employment or use of any person, in any capacity, in the sale or service of alcoholic beverages while such person is unclothed or in such attire, costume or clothing as to expose to view any portion of the female breast below the top of the areola or any portion of the pubic hair, anus, cleft of the buttocks, vulva or genitals;
- (2) Live entertainment which provides or features nude or semi-nude or erotic dancing, or the performance of obscene acts which simulate:
 - a. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;
 - b. The touching, caressing or fondling of the breast, buttock, anus or genitals; or
 - c. The displaying of the pubic hair, anus, vulva or genitals;
- (3) The showing of any film, still pictures, electronic reproduction or

other visual reproductions depicting any of the acts described in subsection (b)(2) of this section, which are obscene under state law; or

(4) The holding, promotion or allowance of any contest, promotion, special night or any other activity where patrons of the licensed establishment are encouraged or allowed to engage in any of the above-prohibited conduct.

(c) *Mainstream activity excluded.* Notwithstanding the prohibitions in subsection (b) of this section, nothing in this chapter shall or is intended to apply to theatrical or motion picture performance houses, museums, or the like where the consumption or service of alcohol is not a primary purpose or mainstream activity of such establishment.

Secs. 6-42—6-80. - Reserved.

ARTICLE II. - RETAIL SALES OF DISTILLED SPIRITS FOR CONSUMPTION ON THE PREMISES

State Law reference— Retail sales of distilled spirits by the drink, O.C.G.A. § 3-4-90 *et. seq.*

Sec. 6-81. - Locations where permitted.

No distilled spirits may be sold by the drink for consumption on the premises where sold except:

- (1) In eating establishments regularly serving prepared food, with a full service kitchen. A full service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a

refrigerator, all of which must be approved by the health and fire departments. Such eating establishment will regularly serve food every hour they are open and derive at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of distilled spirits.

- (2) In indoor commercial recreation establishments.
- (3) In an indoor publicly owned civic and cultural center deriving at least seventy percent (70%) of its total annual gross sales from operational activities other than alcohol sales.
- (4) At a publicly or privately owned golf course.
- (5) In public stadiums, coliseums or auditoriums.
- (6) Otherwise as permitted in this chapter (*i.e.* private clubs, hotel-motel in room service, etc.).

Sec. 6-82. - Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the applicant is denied a license, the deposit representing the license fee shall be refunded; but the \$250.00 cost paid for investigation and administrative costs shall be retained. However, any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under

this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

Sec. 6-83. - Advertising in official gazette of county.

A notice of each application to sell distilled spirits by consumption shall be advertised in the official gazette of the county, once a week for two (2) weeks immediately preceding consideration of the application.

Sec. 6-84. - Hours and days of sale.

- (a) Distilled spirits shall not be sold for consumption on the premises except between the hours of 9:00 a.m. until 1:55 a.m. Monday through Saturday.
- (b) Distilled spirits shall not be sold for consumption at any time in violation of state law or any local ordinance or regulation or of any special order of the mayor and city council.
- (c) The sale of distilled spirits for consumption on the premises is permitted on Sundays from 12:30 p.m. until 12:00 midnight in the following establishments provided a Sunday sales license has been obtained:
 - (1) Any licensed establishment which derives at least fifty percent (50%) of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served;
 - (2) Any licensed establishment which derives at least fifty percent (50%) of its total annual gross income from the rental of rooms for overnight lodging;

- (3) Any publicly owned civic and cultural center deriving at least seventy percent (70%) of its total annual gross sales operational activities other than alcohol sales; or
 - (4) A public stadium, coliseum or auditorium.
 - (5) A publicly or privately owned golf course.
 - (6) Otherwise as specifically permitted in this chapter.
- (d) Distilled spirits may be sold for consumption on the premises from 12:00 midnight to 1:55 a.m. on any Monday which is New Year's Day, January 1, of any year.

Secs. 6-85—6-105. - Reserved.

ARTICLE III. - RETAIL SALES OF MALT BEVERAGES AND WINE FOR CONSUMPTION ON THE PREMISES

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

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

- (1) In eating establishments having a full service kitchen (a full service kitchen will consist of a three-compartment sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open.
- (2) In indoor commercial recreation establishments.

- (3) In an indoor publicly owned civic and cultural center deriving at least seventy percent (70%) of its total annual gross sales from operational activities other than alcohol sales.
- (4) At a publicly or privately owned golf course.
- (5) At a public stadium, coliseum or auditorium.
- (6) At a business establishment holding an Amenities License pursuant to section 6-111.
- (7) At a business establishment holding an on premises consumption license subject to and in compliance with the Volume/Sales Ratio requirement of the Monroe Historic Downtown Entertainment District as outlined in section 6-112.
- (8) Otherwise as permitted in this chapter (i.e. private clubs, hotel-motel in room service, etc.)

Sec. 6-107. - Investigative and Administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, or if the applicant withdraws his application prior to its being issued, the license fee shall be refunded; but the \$250.00 costs paid for investigation and administration shall be retained. Any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant

for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

Sec. 6-108. - Hours and days of sale.

- (a) Beer or wine shall not be sold for consumption on the premises except between the hours of 9:00 a.m. and 1:55 a.m. Monday through Saturday.
- (b) No beer or wine shall be sold for consumption at any time in violation of state law or any local ordinance or regulation or of any special order of the mayor and city council.
- (c) The sale of beer or wine on the premises is permitted on Sundays from 12:30 p.m. until 12:00 midnight in the following establishments provided a Sunday sales license has been obtained:
 - (1) Any licensed establishment which derives at least fifty percent (50%) of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served;
 - (2) Any licensed establishment which derives at least fifty percent (50%) of its total annual gross income from the rental of rooms for overnight lodging;
 - (3) Any publicly owned civic and cultural center deriving at least seventy percent (70%) of its total annual gross sales from operational activities other than alcohol sales; or
 - (4) A public stadium, coliseum or auditorium.
 - (5) A publicly or privately owned golf course.

(6) Otherwise as permitted in this chapter.

- (d) Beer and/or wine may be sold for consumption on the premises from 12:00 midnight to 1:55 a.m. on any Monday which is New Year's Day, January 1, of any year.

Sec. 6-109. - Corkage services.

- (a) An eating establishment that possesses a valid license for the retail sale of beer or wine for consumption on premises may permit patrons to bring, possess and consume bottles of wine that are owned by the patron and brought unopened onto the premises under the following conditions:
 - (1) No more than Seven Hundred Fifty (750) milliliters of wine, per patron over the age of twenty-one (21), per meal, shall be permitted to be uncorked.
 - (2) Only patrons seated at tables or booths shall be permitted to consume wine that has been provided by the patron.
 - (3) Patron provided wine may only be consumed by individuals who order and are served a meal by the licensee.
 - (4) Every bottle of wine brought onto the premises by a patron must be opened by the licensee's personnel.
 - (5) A patron may remove a partially consumed uncorked bottle of wine from the premises only if the requirements set forth in section 6-33(d) are met.
- (b) Eating establishments may at their discretion charge corkage fees for such services.

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

(a) Any business required to pay a business occupation tax that does not otherwise meet the criteria of section 6-106(a) and is located in the Monroe Historic Downtown Entertainment District, may obtain an on premises consumption license for malt beverages and wine subject to the following conditions:

1. The sale of alcoholic beverages shall be clearly incidental to the primary business conducted on the premises.
2. On Premises consumption licensees shall maintain at least sixty percent (60%) of their business volume from the sale of other merchandise or services, not including alcoholic beverages.
3. No alcoholic beverages shall be served on Sunday.

(b) To qualify for such license, a retail business establishment must be open to the public for business a minimum of thirty-two (32) hours per week.

Sec. 6-111. - Amenity License

(a) A non-eating establishment that offers beer or wine as an act of hospitality, where it is clearly a secondary function of the business, shall be eligible to apply for a beer or wine amenity permit. Eating establishments shall not be eligible for a beer or wine amenity permit.

(b) An amenity permit shall allow the permit holder to offer beer or wine as an act of hospitality and shall not be part of the core operations of such establishments.

(c) The initial amenity permit application shall include a background check. A \$200.00 administrative fee shall be charged to cover this administrative process.

Secs. 6-112—6-135. - Reserved.

ARTICLE IV. - RESERVED

Secs. 6-136 – 6-300. – Reserved.

ARTICLE V. - RETAIL PACKAGE SALES OF MALT BEVERAGES AND WINE

State Law reference— License requirements, O.C.G.A. §§ 3-5-42, 3-6-40.

Sec. 6-301. - Type of retail establishment where permitted.

No beer or wine shall be sold at retail except in establishments maintaining at least fifty percent (50%) of the floor space and storage area in a manner which is devoted principally to the retail sale of products that are not alcoholic beverages and located in zoning districts in which these establishments are permitted as a conforming use or in districts where an existing establishment exists as a nonconforming use.

Sec. 6-302. - Hours and days of sale.

(a) Retail package licensees shall not engage in the sale of beer or wine except between the hours of 7:00 a.m. and 12:00 midnight Monday through Saturday and 12:30 p.m. and 11:30 p.m. on Sunday.

(b) Retail package beer or wine shall not be sold at any time in violation of any state law or local ordinance or regulations or of any special order of the mayor and city council.

Sec. 6-303. - Use of tags or labels to indicate prices.

Retailers shall indicate plainly by tags or labels on the bottles or containers or on the shelf immediately below where the containers are placed the prices of all beer and wine exposed or offered for sale.

Sec. 6-304. - Quantity sale requirements.

Single cans or bottles or other properly packaged containers of alcoholic beverages may be sold.

Sec. 6-305. - Investigative and Administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, or if the applicant withdraws his application prior to its being issued, the license fee shall be refunded; but the \$250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. As to any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article, there shall be no investigative and administrative fee.

Sec. 6-306. - Growler sales.

Licenses holding a retail beer and wine package license pursuant to this article may fill growlers with malt beverages or wine at the licensed location subject to the following requirements:

- (1) At least seventy percent (70%) of the licensee's total gross alcohol sales are from packaged sale of

malt beverages or wine and the licensee's premises have a minimum of four hundred (400) square feet of floor space dedicated to the display of packaged malt beverages or wine offered for sale.

- (2) A growler shall not exceed sixty-four (64) ounces. Growlers may only be filled from kegs or barrels procured by the licensee from a duly licensed wholesaler.
- (3) Only professionally sanitized and sealed growlers may be filled and made available for retail sale.
- (4) Each growler must be securely sealed and removed from the premises in its original sealed condition.
- (5) Samples of tap malt beverages or wine may be made available. No individual shall be allowed to sample more than a total of twenty-four (24) ounces which shall be comprised of at least four (4) different varieties of malt beverages or wine.
- (6) A licensee may charge a fee for samples of tap malt beverages or wine.

Secs. 6-307-330. - Reserved.

ARTICLE VI. - PRIVATE CLUBS

State Law reference— Sale of distilled spirits by private clubs, O.C.G.A. § 3-7-1 *et. seq.*

Sec. 6-331. - Definitions.

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

Fixed salary means the amount of compensation paid any member, officer, agent, or employee of a bona fide private club as may be fixed for him by its members at a prior annual meeting or by the governing body out of the general revenue of the club and shall not include a commission on any profits from the sale of alcoholic beverages. For the purpose of this definition, tips or gratuities which are added to the bills under club regulation shall not be considered as profits from the sale of alcoholic beverages.

Private club means any nonprofit association organized under the laws of this state which:

- (1) Has been in existence at least one (1) year prior to the filing of its application for a license to be issued pursuant to this article;
- (2) Has at least seventy-five (75) regular dues-paying members;
- (3) Owns, hires or leases a building or space within a building for the reasonable use of its members with:
 - a. Suitable kitchen and dining room space and equipment;
 - b. A sufficient number of employees for cooking, preparing and serving meals for its members and guests; and
- (4) Has no member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.

Sports club means an association or corporation organized and existing under the laws of the state, organized and operated primarily to provide a location for the patrons thereof to engage in sporting events.

To qualify for an alcoholic beverage consumption on-premise license, a sports club must have been actively in operation within the city at least two (2) years prior to an application for license under this chapter; provided, however, the two-year operational requirement shall not apply to golf club associations or golf club corporations where the selling or the serving of alcoholic beverages is to take place on the golf course premises. A sports club organized or operated primarily for serving of alcoholic beverages shall not qualify for licensing under this article, and accordingly shall not be permitted to serve alcoholic beverages at any time. Unless otherwise indicated, a sports club licensee shall comply with all other requirements imposed upon retail consumption dealers.

Sec. 6-332. - Regulation of sale of alcoholic beverages.

Private clubs or sports clubs may sell and dispense alcoholic beverages upon compliance with all applicable ordinances and regulations of the City governing the sale of such beverages and upon payment of such license fees and taxes as may be required by this chapter.

Sec. 6-333. - Certain organizations exempt from food establishment requirements.

Veterans' organizations, fraternal organizations, and other nonprofit organizations currently having tax exempt status under either the United States Internal Revenue Code or the state income tax law shall not be required to operate a food establishment serving prepared food. However, any such organization selling or dispensing alcoholic beverages shall be subject to all ordinance regulations dealing with general licensing and on-premise consumption establishments under this chapter.

Sec. 6-334. - Investigative and administrative costs.

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

Sec. 6-335. - Hours and days of sale.

- (a) No alcoholic beverages shall be sold for consumption on the premises of private clubs except between the hours of 9:00 a.m. and 1:55 a.m. Monday through Saturday.
- (b) Alcoholic beverages shall not be sold for consumption at any time in violation of any state law or local ordinance or regulation or of any special order of the mayor and city council.
- (c) The sale of alcoholic beverages for consumption on the premises is permitted on Sundays from 12:30 p.m. until 12:00 midnight in a private club or sports club provided a Sunday sales license has been obtained.
- (d) Alcoholic beverages may be sold for consumption on the premises from 12:00 midnight to 1:55 a.m. on any

Monday which is New Year's Day, January 1, of any year.

Secs. 6-336—6-350. - Reserved.

ARTICLE VII. SPECIAL EVENT VENUES

Sec. 6-351. – Preamble and Purpose.

The City recognizes the valuable economic impact of special events facilities being located throughout the city's downtown and historic districts. The distribution and consumption of alcoholic beverages at special events facilities is attendant with the normal and customary types of events held at such facilities, i.e., weddings, meetings, banquets, catered events, parties or similar gatherings. To encourage such economic impact of these facilities while ensuring the safety, health and general welfare of the public, special events facilities must obtain a license to sell alcoholic beverages at said facilities and must also register with the City annually for operating a special events facility.

Sec. 6-352. – Sale without a license prohibited.

Any special events facility that wishes to sell alcoholic beverages for consumption on premises shall be required to first obtain an appropriate state license as well as a City license pursuant to articles II and III of this chapter and comply with all other rules and regulations contained herein. Any sale of alcoholic beverages without said licensure is strictly prohibited.

Sec. 6-353. – Registration required.

Any special events facility that does not sell alcoholic beverages for consumption on premises but that allows alcoholic beverages to be consumed at said facility by private guests attending a private event must first register with the City on forms prepared by the code enforcement officer and pay an annual registration fee of \$300.00 per facility. Said registration fee shall be paid upon initial registration and annually by February 1 of each calendar year.

Sec. 6-354. – Investigative and administrative costs.

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

Sec. 6-355. – Alcoholic beverages must be purchased from retailer.

Any alcoholic beverage consumed at a special events facility by private guests

attending a private event must be purchased from a package retailer authorized to sell said beverages for off premise consumption.

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

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

Sec. 6-357. – Facility must be approved.

A special events facility must first be approved by the code enforcement officer and the City fire department prior to conducting operations as a special events facility.

Sec. 6-358. – Timing of Sales or Consumption.

All sales of alcoholic beverages or consumption of alcoholic beverages at special events facilities shall comply in all respects to the time restrictions found in sections 6-84 and 6-108 herein.

Secs. 6-359—6-400. - Reserved.

ARTICLE VIII. - HOTEL-MOTEL IN-ROOM SERVICE

State Law reference— In-room sales by hotels and motels, O.C.G.A. § 3-9-10 *et seq.*

Sec. 6-401. - License.

- (a) Any hotel as defined herein may provide in-room service of alcoholic beverages after obtaining a license for the same in accordance with the terms of this article.
- (b) The sale of alcoholic beverages by in-room service shall be subject to all restrictions and limitations imposed by this chapter, and shall be authorized only on such days and only during such hours as the sale of alcoholic beverages is otherwise authorized.

Sec. 6-402 – In-Room Service.

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

- (1) Be used and held out to the public as a place where sleeping accommodations are offered to guests for adequate pay, and meet other standards and conditions of a "hotel" as defined in this article; and;
- (2) Contain four (4) or more separate and distinct rooms used for the sleeping accommodations of guests.
- (c) A hotel may consist of a single building or may consist of two (2) or more buildings located on the same premises and used in connection with the hotel operation.
- (d) A facility which is styled as a motel, motor lodge, inn, bed and breakfast or other similar appellation may be licensed as a hotel if it meets the requirements of this article.

Sec. 6-403. – Operation of Lounge, Restaurant or Supper Club.

A hotel may grant permission for the operation of a lounge, restaurant, or supper club on its premises; such an operation may be granted an on premises consumption license pursuant to articles II or III herein if it meets the other applicable requirements of said articles and this chapter.

Sec. 6-404. - Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of \$250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the \$250.00 cost paid for investigation and administration shall be retained. However, any person applying for

more than one (1) license shall pay only one (1) fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

Sec. 6-405. – General Provisions.

All alcoholic beverages sold pursuant to this article shall be purchased from a licensed wholesale dealer and shall be subject to all taxes imposed under chapter 90 of this Code, including the excise tax on the retail sale by the drink of alcoholic beverages containing distilled spirits.

Secs. 6-406—6-420. - Reserved.

**ARTICLE IX. – BREWPUBS,
BREWERIES AND DISTILLERIES**

State Law reference— Limited exception, cocktail rooms; O.C.G.A. § 3-4-24.2; limited exception, malt beverage taprooms, O.C.G.A. § 3-5-24.1.

Sec. 6-421. - License Required.

No person shall be permitted to operate a brewpub, brewery, micro-brewery, distillery or micro-distillery without first obtaining a license from the state and the City pursuant to this chapter.

Sec. 6-422. – Investigative and Administrative Costs.

Each application for a license under this article shall be accompanied by a certified

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

Sec. 6-423. – Brewpubs.

- (a) No individual shall be permitted to own or operate a brewpub without first obtaining a proper brewpub license from the City. Each brewpub licensee shall comply with all other applicable state and local license requirements.
- (b) A brewpub license authorizes the holder of such license to:
 - (1) Manufacture on the licensed premises not more than ten thousand (10,000) barrels of malt beverage in a calendar year solely for retail sale.
 - (2) Operate an eating establishment that shall be the sole retail outlet for such malt beverage and may offer for sale for consumption on premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under

- this chapter, provided that such alcoholic beverages are purchased from a licensed wholesale dealer and, provided further, in addition to malt beverages manufactured on the premises, each brew pub licensee shall offer for sale commercially available canned or bottled malt beverages purchased from a licensed wholesale dealer.
- (3) Sell up to a maximum of five thousand (5,000) barrels annually of such malt beverage to licensed wholesale dealers. Under no circumstances shall such malt beverages be sold by a brewpub licensee to any person holding a retail consumption dealer's license or a retailer's license for the purpose of resale.
 - (4) Sell malt beverages manufactured on the premises by the package at retail for consumption off the premises.
 - (c) Possession of a brewpub license shall not prevent the holder of such license from obtaining any other license available under this chapter for the same premises.
 - (d) A brewpub licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
 - (e) Except as set forth in this section, a brewpub licensee shall be subject to all other provisions of this chapter.

Sec. 6-424. – Breweries.

- (a) No individual shall be permitted to own or operate a brewery without first obtaining a proper brewery license from the City. Each brewery license shall comply with all other applicable state and local license requirements.
- (b) A licensed brewery is authorized to manufacture malt beverages for wholesale sale primarily to wholesale dealers.
- (c) A licensed brewery shall comply with O.C.G.A. § 3-5-24.1 relating to the limited sale of malt beverages to the public for onsite consumption or offsite package sales and may sell on all days and at all times that sales of malt beverages by retailers are lawful within the City.
- (d) A brewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (e) Breweries shall not be permitted within the boundaries of the Downtown Development Authority of the City of Monroe or any Historic District of the City of Monroe.
- (f) Except as set forth in this section, a brewery licensee shall be subject to all other provisions of this chapter.

Sec. 6-425. – Distilleries.

- (a) No individual shall be permitted to own or operate a distillery without first obtaining a proper distillery license from the City. Each distillery licensee shall

comply with all other applicable state and local license requirements.

- (b) A licensed distillery is authorized to manufacture distilled spirits for sale primarily to wholesale dealers.
- (c) A licensed distillery shall comply with O.C.G.A. § 3-4-24.2 relating to the limited sale of distilled spirits to the public for onsite consumption and may sell on all days and at times that sales of distilled spirits by retailers are lawful within the City.
- (d) A distillery licensed under this chapter shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (e) Distilleries shall not be permitted within the boundaries of the Downtown Development Authority of the City of Monroe or any Historic District of the City of Monroe.
- (f) Except as set forth in this section, a distillery licensee shall be subject to all other provisions of this chapter.

Sec. 6-426. – Micro-Breweries.

- (a) No individual shall be permitted to own or operate a micro-brewery without first obtaining a proper micro-brewery license from the City. Each micro-brewery shall comply with all other applicable state and local license requirements.
- (b) A licensed micro-brewery is authorized to manufacture malt beverages for sale primarily to wholesale dealers.

- (c) A licensed micro-brewery shall comply with O.C.G.A. § 3-5-24.1 relating to the limited sale of malt beverages to the public for onsite consumption or offsite package sales and may sell on all days and at all times that sales of malt beverages by retailers are lawful within the City.
- (d) A micro-brewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (e) Except as set forth in this section, a micro-brewery licensee shall be subject to all other provisions of this chapter.

Sec. 6-427. - Micro-Distilleries.

- (a) No individual shall be permitted to own or operate a micro-distillery without first obtaining a proper micro-distillery license from the City. Each micro-distillery licensee shall comply with all other applicable state and local license requirements.
- (b) A licensed micro-distillery is authorized to manufacture distilled spirits for sale primarily to wholesale dealers.
- (c) A licensed micro-distillery shall comply with O.C.G.A. § 3-4-24.2 relating to the limited sale of distilled spirits to the public for onsite consumption and may sell at all times that sales of distilled spirits by retailers are lawful within the City.
- (d) A micro-distillery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed

under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.

- (e) Except as set forth in this section, a micro-distillery licensee shall be subject to all other provisions of this chapter.

Secs. 6-428—6-600. - Reserved.

ARTICLE X. - WHOLESALERS

Sec. 6-601. - Special provisions applicable to wholesale purchases.

- (a) Any person desiring to sell at wholesale any alcoholic beverages in the City shall make application to the code enforcement officer for a license to do so, which application shall be in writing on the prescribed forms, and pay any license fee as set by this chapter.
- (b) No person who has any direct financial interest in any license for the retail sale of any alcoholic beverages in the City shall be allowed to have any interest or ownership in any wholesale alcoholic beverage license issued by the city.
- (c) No retailer shall purchase any alcoholic beverage from any person other than a wholesaler licensed under this article. No wholesaler shall sell any alcoholic beverage to any person other than a retailer licensed under this chapter; provided, however, that this section shall not prohibit the purchase by one retailer of another retailer's entire stock in a bona fide purchase of an ongoing business.
- (d) No alcoholic beverage shall be delivered to any retail sales outlet in the City except by a duly licensed

wholesaler. The name of the wholesale distributor shall be clearly marked on the delivery vehicle.

Sec. 6-602. - Hours and days of sale.

Wholesalers shall not engage in the wholesale sale of alcoholic beverages except between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. There shall be no wholesale sales of alcoholic beverages on Sunday.

Sec. 6-603. - Audit and penalties.

- (a) If the code enforcement officer deems it necessary to conduct an audit of the records and books of the wholesale licensee, he shall notify the licensee of the date, time and place of the audit.

Secs. 6-604—6-700. - Reserved.

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Council Meeting

AGENDA

January 16, 2018

Item:

1st Reading - Driveway Ordinance Amendment

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [Driveway Ordinance Amendment](#)

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

TO REVISE DEVELOPMENT REGULATIONS AS FOLLOWS:

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

Article IX, Sec 9.16 is hereby amended as follows: 1. Re-title 9.16 from Driveways to Access Management/Driveways to read as follows: and 2. By repealing said section 9.16.1 in its entirety and inserting in lieu thereof a new sec. 9.16.1 which shall read as follows: 3. The remainder of the section 9.16 is left unchanged.

9.16 Access Management / Driveways

The following standards shall apply to land subdivision and development, except for single-family dwelling units or industrial development where the primary access is from a state or federal highway or a thoroughfare classified as a major collector or arterial in the City of Monroe Development Regulations. These standards shall apply unless a more restrictive standard is required by the Georgia Department of Transportation.

9.16.1. Joint and Cross Access

1. Adjacent commercial or office properties on major collectors and arterials shall provide a cross access drive and pedestrian access to allow circulation between sites.
2. Joint driveways and cross access easements shall be established for multi-parcel commercial office or industrial development wherever feasible along major arterial highway corridors. The building site shall incorporate the following:
 - a. Continuous service drives or cross access corridor connecting adjacent parcels along the entire length of the development for at least 1,000 feet of linear frontage along the thoroughfare.
 - b. A design speed of 15 mph and a two-way travel aisle width of 24 feet to accommodate automobiles, service vehicles, and loading vehicles.
 - c. Driveway aprons, stub-outs and other design features to indicate that abutting properties may be connected to provide cross access via a service drive.
3. The Planning and Development Department may reduce the required separation distance of access points where they prove impractical, provided all of the following requirements are met:
 - a. Joint access driveways and cross access easements are provided wherever feasible in accordance with this Section.

b. The site plan incorporates a unified access and circulation system for vehicles and pedestrians in accordance with this Section.

B. Minimum Driveway Setbacks at Intersections

Driveway spacing at intersections and corners shall provide adequate sight distance, response time, and permit adequate queuing space. Driveway connections shall not be permitted within the functional area of an intersection, which includes the longitudinal limits of auxiliary or turning lanes. Minimum standards: No driveway access shall be allowed within one hundred and fifty (150) feet of the centerline of an intersecting Major Collector or Arterial Street, or within one hundred (100) feet of any Minor Collector Street.

C. Minimum Access Requirements

1. Except as otherwise noted in sub-section 2, below, all developments shall have access to a public right-of-way. The number of access points shall be as follows:

2. MINIMUM NUMBER OF ACCESS POINTS

Type of Development	Minimum Number of Driveway Access Points	Preferred Type of Primary Access
Residential, less than 100 units	1	Local Street or Minor Collector
Residential, 101 -200 units	2	Local Street or Minor Collector
Residential, more than 200 units	3	Collector
Non-Residential, less than 50 required parking spaces	1	Collector
Non-Residential, 50-300 required	2	Collector
Non-Residential, 301 – 1,000 required parking	3	Major Collector or Arterial
Non-Residential, more than 1,000 required parking	4 or more	Major Collector or Arterial

3. Townhouse and Multi-Family Developments:

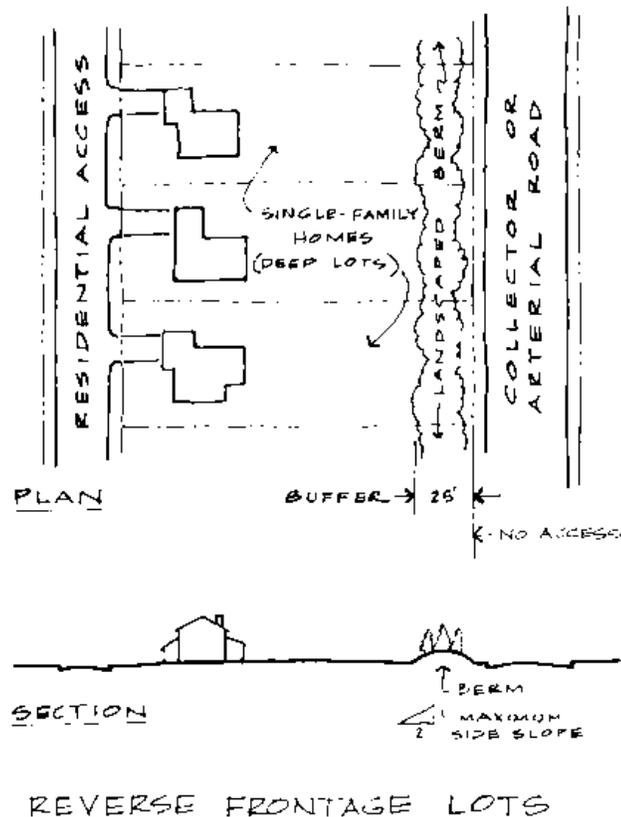
a. Individual parcels shall have right of access through common areas containing private streets and/or private drives at least twenty-two (22) feet in width leading to a publicly maintained street.

4. Manufactured Home Park

a. No space shall have direct vehicular access to a public street.

b. All spaces shall directly abut a private street contained within the park. Private streets shall be paved and provide adequate drainage in accordance with these Regulations.

c. Adequate access shall be provided to each space, with a minimum access width of twenty (20) feet unless more is deemed necessary because of topographical conditions or street curvature.



D. Separation of Access Points

1. Subdivisions located along existing roads and streets shall be required to provide reverse frontage lots or parallel frontage roads where feasible. All other lots must comply with the following:

a. Along State or US highways, no more than 1 point of vehicular access from a property shall be permitted for each 300 feet of lot frontage, or fraction thereof, although requirements of the Georgia Department of Transportation shall apply whenever more restrictive.

b. Along Arterial or Collector streets other than State or US highways, no more

than two (2) points of vehicular access from a property to each abutting public street shall be permitted for each 300 feet of lot frontage, or fraction thereof; provided however, that lots with less than 200 feet of frontage shall have no more than one point of access to any one public street. The Department shall determine whether the points of access may be unrestricted or will have to be designed for right-in, right-out traffic flow.

2. No point of access shall be allowed within 35 feet of the right-of-way line of any street intersections for single-family and two-family residential lots and within 50 feet for multi-family and non-residential properties.

3. Corner lot access shall be located as far from the intersection as reasonably possible to reduce turning movement conflicts and to promote proper traffic circulation.

4. Otherwise, the separation of access points on any street or road shall be determined by the established speed limit of the street or road, with the following minimum spacing requirements:

Posted Speed Limit of Road	Minimum Driveway Spacing
25 MPH	75 feet
Greater than 25 MPH	125 feet

5. The distance between access points shall be measured from the centerline of the proposed driveway to the nearest adjacent driveway or roadway.

6. The requirements of this Section are not intended to eliminate all access to a parcel of land that was legally subdivided prior to the enactment of this Section.

E. Emergency Access

All public streets, private and residential drives shall be designed and maintained so as to provide safe and convenient access for emergency vehicles.

All ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

EFFECTIVE DATE

This Ordinance shall take effect after its adoption.

FIRST READING. This ____ day of _____, 2018.

SECOND READING and ADOPTED on this the ____ day of _____, 2018.

CITY OF MONROE, GEORGIA

By: _____ (SEAL)
John Howard, Mayor

Attest: _____ (SEAL)
Logan Propes, City Administrator



Council Meeting

AGENDA

January 16, 2018

Item:

Resolution - Open Records Officer

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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

Attachments / click to download

 [Open Records Officer Resolution](#)

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONROE, GEORGIA
FOR THE
PURPOSE OF NAMING AN OPEN RECORDS OFFICER, AN ALTERNATE
OPEN RECORDS OFFICER AND FOR OTHER PURPOSES

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

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

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

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

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

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

BE IT RESOLVED this 16th day of January, 2018.

John S. Howard, Mayor

Attest:

Debbie Kirk, City Clerk